



CITY COUNCIL Regular Meeting

November 18, 2024

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

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

INVOCATION

1. Sergio Quintero will give the invocation in Spanish

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

PROCLAMATIONS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Council action is requested to expend \$265,000.00 in expenditures for Rock with Liberty Aggregates for the Municipal Services Department for Fiscal Year 2024-2025.
2. Council approval is recommended for the acceptance of a grant from MRC-STRONG sub award Budget Period 2 for the amount of \$64,559.04.
3. Council action is requested to authorize the City Manager to enter into a design contract with, and issue a purchase order to, Burns & McDonnell, in the amount of \$282,095, authorizing future minor change orders not to exceed \$28,210, for engineering design services as part of the Fairmount Loop Project (No. 112501).
4. Council action is requested to expend \$360,539.00 with Turn-Key Mobile for

Panasonic Mobile Data Terminals (MDT's) for the Police Department.

5. Council action is requested to approve the issuance of purchase orders to Motorola Solutions totaling \$241,916.10 for the purchase of thirty (30) mobile radios and fifteen (15) handheld radios for the Police Department.
6. Council action is requested to authorize the City Manager to approve a construction contract as part of the Square Streetscape Project (No. 111902).
7. Council action is requested to approve the IBEW-IPL Collective Bargaining Agreement

RESOLUTIONS

1. 24-791 A resolution adopting the 2025 State Legislative Agenda
2. 24-792 A resolution approving a Short-Term Rental for 915 S Brookside Ave, in Independence, Jackson County, Missouri.
3. 24-793 A resolution appointing Shelby McClain and Carlos Cabrera to the Independence FIFA World Cup Advisory Committee

REGULAR AGENDA

FIRST READING(S)

1. 24-107 **1R** An Ordinance amending Ordinance No. 19544 by updating certain legal descriptions where design changes became necessary & finding, determining, and declaring the necessity of acquiring construction easement for the Leslie to Crane at Hereford Project (Project No. 132201); 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 payments of funds to property owners brothers holding property rights, in conjunction with the project. **1R**
2. 24-108 **1R** An Ordinance authorizing the City Manager to execute a certain grant agreement with the Missouri Highways and Transportation Commission for the 23rd Street Sidewalk Phase 2 Project (Project No. 112111-2 / Federal Project No. TAP-3379(445). **1R**
3. 24-109 **1R** An ordinance Approving a Final Plat for Jackson Drive Industrial Park, in Independence, Jackson County, Missouri. **1R**
4. 24-110 **1R** An ordinance amending Independence City Code Section 5.01.023 "License Denial, Suspension or Revocation". **1R**

INFORMATION ONLY

1. ***Please Note:*** *In accordance with RSMo. 610.021, the City Council may convene in an Executive Session during or after the meeting, in the Council Chambers and move to Conference Room D for the closed 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 expend \$265,000.00 in expenditures for Rock with Liberty Aggregates for the Municipal Services Department for Fiscal Year 2024-2025.

Recommendations:

Council approval to issue to authorize expenditures for this service.

Background:

Rock is required for multiple uses including trail repairs, facility access roads, and for excavation backfill. The city can't use the material that is excavated because of saturation and city code. Staff uses ½ clean rock and AB3 rock from Liberty Aggregates because of their availability for staff needs.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City totals \$265,000.00. Funding is included in the fiscal year 2024-2025 adopted budget, \$5,000.00, Page 166, account number (0315215-5312), Sanitary Sewer Treatment Facilities; \$175,000.00, Page 194, account number (0404840-5312) Water Fund Operating Expense; \$60,000.00, Page 175, account number (0305230-5314), Sanitary Sewer Fund Operating Expense; \$25,000.00, Page 173, account number (0135262-5312), Stormwater Sewer Fund Operating Expense.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Lisa Reynolds
Meagan Borth
Susanne Holland

ATTACHMENTS:

1. Liberty Aggregates Limited Source Justification Form



INDEPENDENCE
* FINANCE & ADMINISTRATION *

PROCUREMENT SOURCE JUSTIFICATION

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

A sole source is defined as:
Only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement.
An emergency purchase is defined as:
A purchase necessary to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow time for normal procurement procedures.
All purchases shall follow the City of Independence Procurement Policy.

I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE.

Proposed supplier name and address: Liberty Aggregates
5922 Southview Dr, Liberty Mo

Munis Vendor ID #201004
Or attach Supplier's W-9 Form

Purchase Requisition #20252069:

Estimated cost: \$265,000

If this is a sole source purchase, check all that apply:

- ☐ Licensed or patented -- supplier has a license or patent that makes them the limited provider.
- ☒ One-of-a-kind -- there are no competitive alternatives available on the market. Limited Distributor -- Supplier is the limited distributor for the region or municipality. Compatibility -- must match existing brand or equipment for compatibility.
- ☐ Warranty/Replacement part -- for a specific brand or factory authorized warranty services.
- ☐ Grant -- Requirements for specific goods/services established in the grant language. Attach grant for support.
- ☐ Unique design -- must meet physical design or quality standards.
- ☐ Public Utility Services -- Necessary adjustment of utility facilities.
- ☐ Other -- _____
- ☐

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: *Richard A Kempel*

Department: Municipal Services / Water Division

Signature: *MA*

Title: Deputy Director

City Manager Authorization (Emergency Purchases Only)

Signature: _____

Date: _____

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is recommended for the acceptance of a grant from MRC-STRONG sub award Budget Period 2 for the amount of \$64,559.04.

Recommendations:

Staff Recommends approval to ensure the continued operation of the MRCGKC, MRC STRONG Budget Period 2 Grant Award. This grant, funded by the U.S. Department of Health and Human Services (HHS) Administration for Strategic Preparedness and Response (ASPR) and administered by Missouri's State Emergency Management Agency (SEMA), is vital for maintaining MRCGKC's operations.

Background:

The Medical Reserve Corps Greater Kansas City (MRCGKC) is administered by the Emergency Preparedness Division within the Office of the City Manager. Part of the nationwide Medical Reserve Corps program, the MRCGKC operates as a local volunteer network dedicated to strengthening public health, building community resilience, and enhancing preparedness, response, and recovery efforts. The MRCGKC serves nine counties across the Greater Kansas City area and has been fully grant-funded since its establishment in Independence less than two years before the COVID-19 pandemic.

The MRCGKC played a crucial role in supporting the City of Independence during the pandemic, particularly before the re-establishment of the City's Health Department. Additionally, the program mobilized volunteers throughout the region, providing essential services during the public health crisis. MRCGKC remains prepared to serve the community year-round.

Emergency Justification:**Fiscal Impact:**

The grant award totals \$64,599 and is administered from account 0154023-STRNG. There are no match requirements.

Council Action:

Department / Contact	Council and Board /
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REVIEWERS

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. MRC-STRONG Grant Agreement

Michael L. Parson
Governor

Sandra K. Karsten
Director of Public Safety



STATE OF MISSOURI

James Remillard
Director

STATE EMERGENCY MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC SAFETY
PO Box 116, Jefferson City, Missouri 65102
Phone: (573) 526-9100 Fax: (573) 634-7966
E-mail: mosema@sema.dps.mo.gov



Dante Gliniecki
Emergency Manager
City of Independence Emergency Preparedness Department
950 N. Spring St.
P.O. Box 1019
Independence, Missouri 64051-0519

Dear Dante Gliniecki,

Congratulations, your agency has been approved for the 2023 MRC-STTRONG Grant from the State Emergency Management Agency (SEMA) in the amount of \$64,559.04. The performance period is June 1st, 2024, through April 30th, 2025. Enclosed are your award documents. **You, as the authorized official must sign the grant award of contract to certify acceptance of this award.** You are required to return the original forms back to SEMA no later than October 23rd, 2024, to the following person and address prior to claims being reimbursed to your jurisdiction:

State Emergency Management Agency
Attn: Steve Tatlow
PO Box 116
Jefferson City, MO 65102

The CFDA number for the 2024 MRC-STTRONG Grant is CFDA 93.008. Your award number is MRC-BP2-008.

This award is subject to all administrative and financial requirements as outlined in the 2024 MRC-STTRONG Program Manual for Budget Period 2 and the MRC-STTRONG Sub Award Financial Administrative Guide for Budget Period 2. This includes the timely submission of all financial and programmatic reports.

Thank you for your support and cooperation with this effort. If you have any questions, please contact our Medical Reserve Corps and Show Me Response Coordinator, Steve Tatlow at Steven.Tatlow@sema.dps.mo.gov or (573) 522-8637.

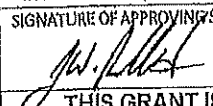
Sincerely,

A handwritten signature in black ink, appearing to read "J. Remillard".

Jim Remillard
Director



A Nationally
Accredited
Agency

 State Emergency Management Agency 2302 Millita Drive P.O. Box 116 Jefferson City, MO 65102 Phone: (573) 526-9100 Fax: (573) 634-7968		SUBRECIPIENT AWARD	
		DATE 9/25/24	Award Number MRC-BP2-008
		Amendment No. N/A	
SUBRECIPIENT NAME City of Independence Emergency Preparedness Department		SUBRECIPIENT VENDOR NUMBER 446000190	
SUBRECIPIENT ADDRESS 950 N. Spring St. P.O. Box 1019 Independence, Missouri 64051-0519		ISSUING AGENCY MO State Emergency Management Agency PO Box 116 Jefferson City, MO 65102	
GRANT INFORMATION			
PROJECT TITLE MRC-STTRONG Sub Award Budget Period 2		FEDERAL AWARDING AGENCY Administration for Strategic Preparedness and Response (ASPR)	
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO 93.008		PERFORMANCE PERIOD FROM: 6/3/2024 TO: 4/30/2025	
FEDERAL AWARD AMOUNT		\$64,569.04	
LOCAL COST SHARE		\$0	
TOTAL AWARD AMOUNT		\$64,569.04	
CONTACT INFORMATION			
MRC-STTRONG GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Steve Tallow		NAME Dante Glinleckl	
E-MAIL ADDRESS Steven.Tallow@sema.dps.mo.gov		E-MAIL ADDRESS dglinleckl@indepmo.org	
TELEPHONE (573) 522-8637		TELEPHONE (816) 325-7133	
SUMMARY DESCRIPTION OF PROJECT The purpose of this award is to increase the capability of the Medical Reserve Corps (MRC) Units to support public health incident responses by providing funding in the following areas: • Strengthen the capacity of existing MRCs • Increase the public health and related emergency management workforce • Promote a greater awareness of MRCs and their value to the community This award is not for Research and Development. There is no indirect cost rate for this award.			
TYPED NAME AND TITLE OF SEMA OFFICIAL Jim Remillard, Director		TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL Dante Glinleckl, Emergency Manager	
SIGNATURE OF APPROVING SEMA OFFICIAL 	DATE 10-8-2024	SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL 	DATE 10-21-2024
THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE GRANTEE IS AGREEING TO READ AND COMPLY WITH ALL SPECIFIC CONDITIONS.			

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to enter into a design contract with, and issue a purchase order to, Burns & McDonnell, in the amount of \$282,095, authorizing future minor change orders not to exceed \$28,210, for engineering design services as part of the Fairmount Loop Project (No. 112501).

Recommendations:

Council approval is recommended.

Background:

Approval of this item will authorize the City Manager to direct staff to enter into a design contract with and issue a purchase order to, Burns & McDonnell for an amount not to exceed \$282,095.

The City has been awarded \$900,000 in federal funding from the Mid-America Region Council's (MARC) Transportation Alternatives Program (TAP) fund to support the Fairmount Loop Project (No. 112501). The project aims to provide multi-modal options to residents and users in the Fairmount area of the City. This will include a multi-use trail on Ash Ave., a bicycle boulevard on Kentucky Rd., resurfacing of the Fairmount Trail, and transit stop and drainage improvements. These improvements will tie into the existing trail on Arlington St. and the proposed improvements on US 24 Highway. This project aligns with the goals of both the City's Complete Streets Policy and the Fairmount District Plan.

In June 2024, staff issued a request for proposals (RFP #24031) requesting proposals from qualified consulting engineering firms to provide engineering design and related services for this project.

Staff received proposals from the following firms:

- Affins Corp
- Burns & McDonnell
- Veenstra & Kimm

After reviewing the proposals, staff selected Burns & McDonnell to perform this work based on their project understanding and approach, team experience, and staff availability and resources. Staff have negotiated a scope and fee not to exceed \$282,095.

This is a budget capital expense.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is \$310,305 including contingency. This project is eligible for up to \$900,000 in TAP federal funding reimbursement through MARC. Funding for the Fairmount Loop Project (No. 112401) is included in the FY 25 Budget, page number 196, account number 112501-C-0517051-5406.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

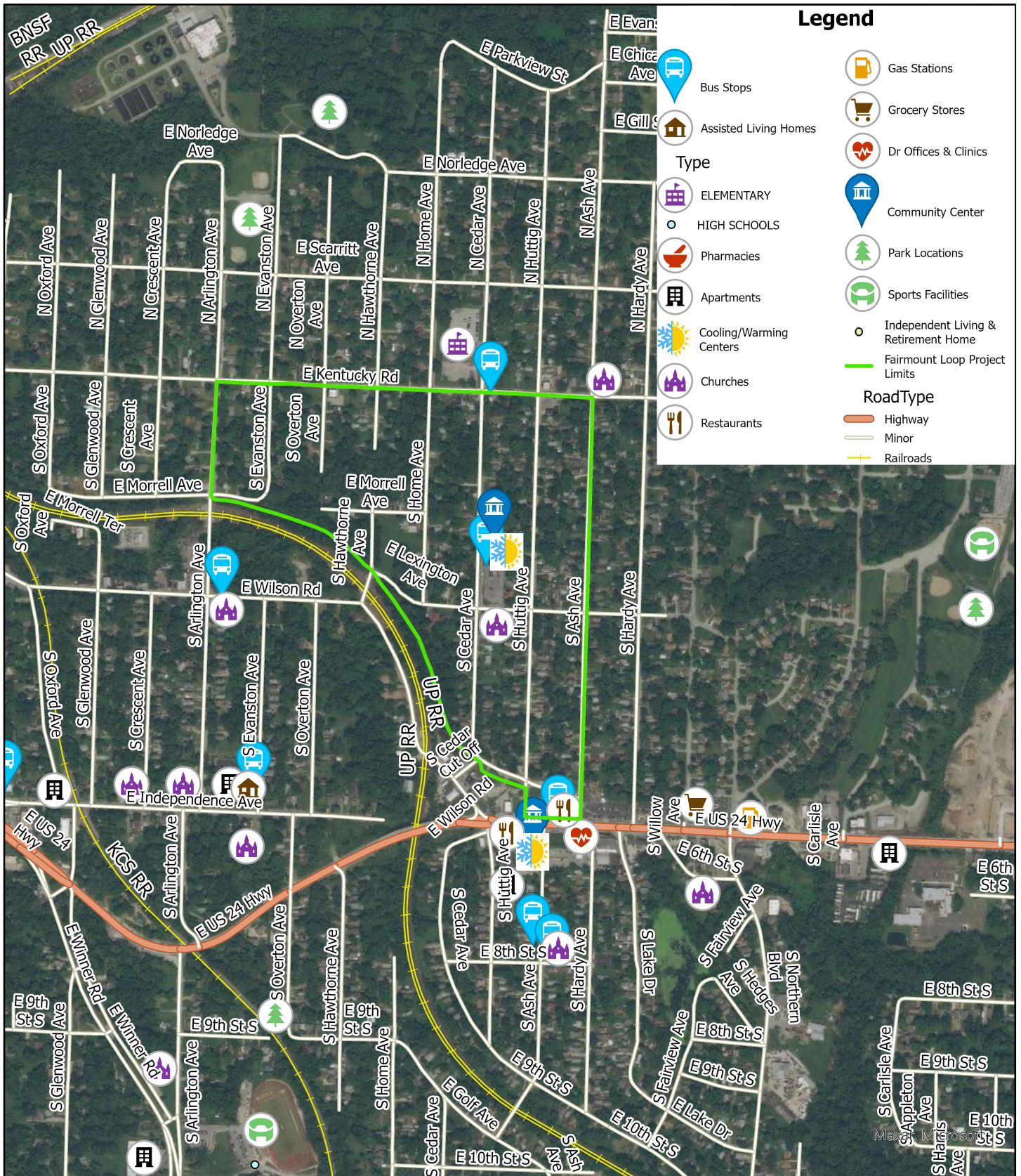
Lisa Reynolds
Meagan Borth
Susanne Holland

ATTACHMENTS:

1. Fairmount Loop Project Limits
2. Fairmount Loop Scope of Work FINAL

Fairmount Loop Project Limits

0 0.07 0.15 0.3 Miles



SCOPE OF WORK

FAIRMOUNT LOOP - SCOPE

DATE: 10/21/24

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APPENDIX A – FEE PROPOSAL

FIGURES

No table of figures entries found.

TABLES

No table of figures entries found.

List of Abbreviations

Abbreviation	Term/Phrase/Name
APE	Area(s) of Potential Effects
CATEX	Categorical Exclusion
DOT	US Department of Transportation
EA	Environmental Assessment
ENGINEER	Burns & McDonnell Engineering Company Inc. & sub-consultants
FHWA	Federal Highway Administration
HPS	High Pressure Sodium
IPaC	Information for Planning and Consultation
MDC	Missouri Department of Conservation
MDNR	Missouri Department of Natural Resources
MO	Missouri
MOA	Memorandum of Agreement
MoDOT	Missouri Department of Transportation
MoDOT	Missouri Department of Transportation
MUTCD	Manual on Uniform Traffic Control Devices
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRHP	National Register of Historic Places
NTP	Notice to Proceed
OWJ	Official with Jurisdiction
OWNER	City of Independence, Missouri
PA	Programmatic Agreement
PROWAG	Public Right-of-Way Access Guidelines
ROW	Right-of-Way
SHPO	State Historic Preservation Office
St.	Street
USACE	US Army Corps of Engineers
USFWS	US Fish and Wildlife Service

1.0 Introduction

This project, the Fairmount Loop, which will provide multi-modal connectivity in the historic Fairmount neighborhood. The project will include, but is not limited to, repair of existing sidewalk to be American with Disabilities Act (ADA) compliant; bicycle boulevard along Kentucky Rd; potential new traffic calming measures along Kentucky Rd (based upon results from traffic study); overlay of the existing Fairmount Trail; trail crossing upgrades for the intersections of Cedar Ave., Hawthorne Ave., and Arlington St.; new multi-use trail along Ash Ave., with horizontal curvature introduced throughout the extents of the path, to give a “trail-like” feel to the shared use path; new green infrastructure along Ash Ave; and transit stop upgrades at the Fairmount Community Center bus stop. The City of Independence, Missouri also intends to improve known drainage issues along Kentucky Rd.

Roadway design speed shall be based on the existing posted speed, unless the proposed Traffic Study recommends speed reduction along Kentucky Rd.

The phases of the project include:

1. Survey and related services.
2. Assessment of existing conditions and conceptual layout of improvements.
3. Complete design, including field check, office check, and final construction plans.
4. Public engagement, including two public meetings and other possible related services.
5. Environmental Clearance
6. Utility and right-of-way coordination.
7. Pre-construction services, including bid documentation, specifications, and meetings.
8. Design engineer services during construction.

The City of Independence, Missouri (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER), hereby agree to the information contained in the following sections.

2.0 Design Requirements

2.1 Design Requirements

The ENGINEER shall design the Project following state and federal design criteria appropriate following the current MoDOT EPG, the American Public Works Association *KC Metro Specifications*, the 11th edition of the *Manual on Uniform Traffic Control Devices* (MUTCD), the 7th Edition of AASHTO's *A Policy of Geometric Design of Highways and Streets*, the 2023 version of the Americans with Disabilities Act (ADA) *Public Right-of-Way Access Guidelines* (PROWAG), the current version of the OWNER's Design & Construction Manual, and the

current version of the MoDOT *Standard Specifications for State Road Construction* with Special Provisions, and with any necessary Project Special Provisions.

All plans shall be signed and sealed by the licensed Missouri professional engineer responsible for preparing and overseeing the design plans. The licensed Missouri Kansas land surveyor responsible for preparing said documents shall sign and seal the right-of-way descriptions.

The project will be partially funded with Transportation Alternatives Program (TAP) funding from the Federal Highway Administration (FHWA). As such, the Project will need to comply with the National Environmental Policy Act (NEPA).

2.2 Survey Requirements

All vertical coordinates shall use the Missouri State Plane North (NAD 83) coordinate system.

All horizontal coordinates shall use the Missouri State Plane North (NAD 83) coordinate system. As part of the design project survey, all Section Corners and Quarter Section Corners within the surveyed area and others used for project control must be located with reference and state plane coordinates determined with GPS equipment.

3.0 Assumptions & Exclusions

CAD Format – All project designs will be completed in Bentley OpenRoads Designer (ORD). The design shall utilize the MoDOT workspace, including the most current MoDOT border. CAD files will not be CAD-conformed. Plans shall be in ENGLISH units with a 34" x 22" plan sheet size (<MoDOT Standard Size).

Electronic Deliverables – CAD files will be prepared in MicroStation (*.DGN) format. Plans will be submitted in PDF format. Final CAD files, along with the existing and proposed surface and associated design files, will be provided to the OWNER as a part of the project closeout process. Files will be made available to bidders as requested.

Construction Inspection – This scope of work includes no construction services other than designer services during construction.

Geotechnical Investigation – No geotechnical investigation services are included in this scope of work.

Traffic Study - The OWNER will create a traffic model and perform a traffic analysis of the existing speed limits, traffic operations, and capacity on Kentucky Road and Ash Avenue. Based on the surrounding network of roadways, trails, and the City's bike plan, the traffic analysis will evaluate the rerouting of bicyclists with a bicycle boulevard on Kentucky Road and a shared-use path on Ash Avenue. The traffic analysis will include a capacity analysis with speed limit reduction analysis and traffic control recommendations based on the addition of the bicycle facilities.

Street Lighting – No photometric design of street lighting is included in this scope of work.

Right of Way – Right of way will be established from the last deed of record. Obtaining ownership and encumbrance reports and preparing legal exhibits and descriptions are included for up to 15 parcels. It is assumed that the OWNER will perform or coordinate the acquisition process, including but not limited to appraisals, offers, and condemnation. Participation by the ENGINEER in condemnation proceedings is not included in this scope of work.

Utility Coordination – Utility coordination is included in the scope of work. Utility coordination shall include obtaining existing utility as-built maps, transmittal of plans depicting as-surveyed utilities for confirmation, and regular progress plans, including plans depicting utilities in color. The ENGINEER will identify preliminary conflicts, but each utility shall be responsible for identifying them. Others shall develop utility relocation plans. No utility potholing is included in this scope of work. The ENGINEER shall review the provided utility relocation plans to coordinate with the project.

Public Involvement – Two public informational meetings are assumed. The initial meeting will occur after the preliminary design phase, with the final meeting occurring during the final design phase. It is assumed that each meeting will be held in person at a location to be determined. The ENGINEER will be responsible for developing meeting materials, including but not limited to invitations, meeting notices, display boards, questionnaires and sign-in sheets. The OWNER is responsible for sending out mailings and invitations, as needed, to communicate dates of public informational meetings.

Permitting – The ENGINEER shall be responsible for environmental clearance for the project. No additional environmental clearance or permitting activities are included in this proposal other than those identified in later sections.

Construction Phase Services – No participation in regularly scheduled progress meetings between the OWNER, and the Contractor are included in this proposal.

Opinions of Probable Construction Cost - Any opinions of probable project cost or probable construction cost provided by ENGINEER are made based on information available to ENGINEER and based on ENGINEER's experience and qualifications and represent its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

Bids Received – If bids received exceed the prepared final cost estimate and the OWNER chooses to revise the project scope or specifications, or both, as necessary to reduce the construction cost, then the ENGINEER and the OWNER shall mutually agree in writing to the amount of any adjustments to the total fee or schedule required.

Structural Engineering – It is anticipated that retaining walls will be required for the installation of sidewalk and/or shared use path in some areas. This will be further determined during the preliminary plan phase. All retaining walls are assumed to be integral to the sidewalk and/or shared use path and will utilize existing APWA standard details. No special

wall design or structural analysis is included for walls that may be required to exceed the allowable heights from the APWA standard details.

NEPA Clearance and Permitting – Burns & McDonnell will conduct desktop and field analyses to support the preparation of an environmental document, anticipated to be a Categorical Exclusion (CATEX), in accordance with the National Environmental Policy Act (NEPA) and the US DOT, Federal Highway Administration (FHWA) implementing guidance. The CATEX and supporting documentation will be submitted to the City for review and comment, followed by submittal to FHWA for approval to support the expenditure of federal grant monies.

NEPA Clearance and Permitting Assumptions:

- Only a minor amount of new permanent ROW, adjacent to existing ROW, is needed for the proposed improvements. The majority of all construction will occur within existing public rights-of-way.
- The OWNER will provide all grant application documents including early due diligence that identified potential issues or constraints.
- The environmental document will list the anticipated permits and other agency approvals required after the NEPA process is completed; but the effort to apply and receive the permits and any additional agency approvals is not included in this scope of work and will be the responsibility of the OWNER or the OWNER's Contractor.
- A CATEX is the scoped level of environmental documentation for this proposed project. If discussions with the FHWA or issues arise during the study that require the project to be elevated to an Environmental Assessment (EA), the additional effort will be scoped and associated costs estimated and approved by the OWNER before the additional work begins.
- The OWNER will provide documentation of all public involvement activities that have occurred related to the project to be included or referenced in the environmental document, as appropriate, to support NEPA clearance.
- The field studies to support NEPA documentation include one 8-hour work day for environmental and wetland staff members and two 8-hour work days for two cultural staff members, to cover a total survey length of approximately 1-mile. The OWNER will coordinate any require right-of-entry prior to mobilization.
- The cultural staff will use the "Fairmount Phase I Survey Report" prepared for the OWNER by Architectural & Historical Research, LLC (2020) for context and its eligibility recommendations to guide the field survey and report.

4.0 Scope of Work

Task 1 – Survey & Related Services

1.01 Project Survey Control

- A. Survey See Survey Subconsultant Proposal and Scope of Work.

1.02 Topographic Surveying

- B. Traditional survey means will be utilized to survey topographic features and to develop a 3D terrain.
- C. See Survey Subconsultant Proposal and Scope of Work.

1.03 Property Mapping

- A. Existing property lines and right of way shall be determined through traditional survey means and established from the last deed of record.

1.04 Utility Survey

- A. Traditional survey means will be utilized to survey existing utilities.
- B. A project survey one-call will be completed. The field locations of all utilities marked during the one-call process will be collected in the field.

1.05 Field Reconnaissance

- A. The ENGINEER will perform a corridor visit to document any known constraints or design challenges. Prior to performing field reconnaissance, the ENGINEER shall notify the OWNER of the date and time of the field reconnaissance and make every attempt at having a OWNER representative present to collaborate and expedite the project from the reviewed constraints, utility concerns and design challenges.

Task 2 – Preliminary Design (30% Level)

- A. The ENGINEER will develop preliminary plans based on the project typical section and project requirements to an approximate 30% level.
- B. Preliminary Plan Development
 - 1. Title Sheet. The ENGINEER will develop a project Title Sheet.
 - 2. Typical Sections. The ENGINEER will develop the project's Typical sections.
 - 3. Plan & Profile Sheets. The ENGINEER will develop Plan & Profile sheets at 1" = 20' horizontal scale and 1" = 5' vertical scale.
 - 4. Survey Reference Sheets. The ENGINEER will develop Survey Reference sheets to include project control benchmarks, control points, and alignment information.

- 5. Cross Sections (50' Intervals)
- C. Opinion of Probable Construction Cost. The ENGINEER will develop an opinion of probable construction cost based on the Preliminary plans.
- D. Quality Control. The ENGINEER will perform quality control on the developed Preliminary plans following the firm's Quality Management Plan.
- E. Preliminary Plan Submittal. The ENGINEER will submit Preliminary plans to the OWNER for review.
- F. Preliminary Plan Review Meeting. The ENGINEER will participate in a Preliminary Plan review meeting with the OWNER at a location to be determined, which may include a project site meeting.
- G. Preliminary Plan Re-Submittal. The ENGINEER will address the comments received and resubmit the Preliminary plans if requested by OWNER.

Task 3 – Right-of-Way Plan Development (60% Level)

- A. The ENGINEER will advance the preliminary plans to an approximate 60% level to be used to determine and acquire needed easements and right-of-way.
- B. Right-of-Way Plan Development
 - 1. Title Sheet. The ENGINEER will update the project Title Sheet.
 - 2. Typical Sections. The ENGINEER will update the project's Typical sections.
 - 3. Plan & Profile Sheets. The ENGINEER will update Plan & Profile sheets at 1" = 20' horizontal scale and 1" = 5' vertical scale.
 - 4. Survey Reference Sheets. The ENGINEER will update Survey Reference sheets to include project control benchmarks, control points, and alignment information.
 - 5. Driveway Profiles. The ENGINEER will update Driveway Profile sheets at 1" = 20' horizontal scale and 1" = 5' vertical scale.
 - 6. Storm Sewer Profiles. The ENGINEER will develop Storm Sewer Profile sheets at 1" = 20' horizontal scale and 1" = 5' vertical scale.
 - 7. Cross Sections (50' Intervals)
- C. Opinion of Probable Construction Cost. The ENGINEER will develop an opinion of probable construction cost based on the Right-of-Way plans.
- D. Quality Control. The ENGINEER will perform quality control on the developed Right-of-Way plans following the firm's Quality Management Plan.

- E. Right-of-Way Plan Submittal. The ENGINEER will submit Right-of-Way plans to the OWNER for review.
- F. Right-of-Way Plan Review Meeting. The ENGINEER will participate in a Right-of-Way plan review meeting with the OWNER at a location to be determined, which may include a project site meeting.
- G. Right-of-Way Plan Re-Submittal. The ENGINEER will address the comments received during the Right-of-Way plan review and resubmit the plans.

Task 4 – Final Plan Development (100% Level)

- A. Office Check Plan Development
 - 1. Title Sheet. The ENGINEER will finalize the project Title Sheet.
 - 2. Typical Sections. The ENGINEER will finalize the project's Typical sections.
 - 3. Plan & Profile Sheets. The ENGINEER will finalize Plan & Profile sheets at 1" = 20' horizontal scale and 1" = 5' vertical scale.
 - 4. Survey Reference Sheets. The ENGINEER will finalize Survey Reference sheets to include project control benchmarks, control points, and alignment information.
 - 5. Intersection Details. The ENGINEER will finalize Intersection Detail Sheets to illustrate key intersection details such as ADA details, curb radii, etc., at 1" = 10' horizontal scale.
 - 6. Driveway Profiles. The ENGINEER will finalize Driveway Profile sheets at 1" = 20' horizontal scale and 1" = 5' vertical scale.
 - 7. Miscellaneous Details. The ENGINEER will develop or add miscellaneous details, including OWNER-specific standard details that shall apply to the project.
 - 8. Inlet & Manhole Details. The ENGINEER will develop or add inlet and manhole details as needed based on the project design.
 - 9. Storm Sewer Profiles. The ENGINEER will finalize Storm Sewer Profile sheets at 1" = 20' horizontal scale and 1" = 5' vertical scale.
 - 10. Schedule of Inlets & Manholes – The ENGINEER will prepare schedules of inlets and manholes for the proposed storm sewer system.
 - 11. Summary of Quantity Sheets
 - 12. Temporary Erosion & Pollution Control. The ENGINEER will develop temporary erosion and pollution control plans.

13. Signing Plans. The ENGINEER will finalize signing plans at a 1" = 20' horizontal scale.
 14. Pavement Marking Plans. The ENGINEER will finalize pavement marking plans.
 15. Traffic Control Plans. The ENGINEER will finalize traffic control plans to support construction needs at a 1" = 20' horizontal scale.
 16. Cross Sections (50' Intervals)
- B. Opinion of Probable Construction Cost. The ENGINEER will develop an opinion of probable construction cost based on the Final plans.
 - C. Quality Control. The ENGINEER will perform quality control on the developed Final plans following the firm's Quality Management Plan.
 - D. Final Plans for Review Submittal. The ENGINEER will submit Final plans to the OWNER for review.
 - E. Final Plan Review Meeting. The ENGINEER will participate in a Final Plan review meeting with the OWNER at a location to be determined, which may include a project site meeting.
 - F. Final PS&E Submittal. The ENGINEER will address the comments received during the Final Plan review and will submit the Final PS&E Plans.

Task 5 – Public Outreach

5.01 Public Information Plan Development. The ENGINEER will develop a public information plan that builds on prior community engagement and outlines engagement activities and project notifications. The public information plan will include a basic environmental justice/demographic analysis to determine if language translation is needed for public meeting materials. The ENGINEER will submit it to the OWNER for review before commencing public outreach.

5.02 Content Creation. The ENGINEER will work with OWNER's staff to provide project information for inclusion on any OWNER websites, social media channels, or publications, including working with OWNER's communications staff to distribute current and accurate project information. Specific communication materials to be developed will include two (2) press releases to announce public meetings, up to 3 social media posts to promote each public meeting (up to 6 total), direct mailings to property owners, website content and up to 1 update for each public meeting, and email invitations to local officials and key stakeholders. The ENGINEER will be responsible for sending out direct mailings to communicate dates of public informational meetings. The OWNER will be responsible for sending out email invitations to local officials and key stakeholders along with distributing material through social media channels to promote the dates of the public informational meetings.

5.03 Public Informational Meeting #1. The ENGINEER shall plan and attend a design public informational meeting at a location to be determined in an open house format. The goals of the first public meeting will be to introduce the project team, provide an overview of the project goals, scope and schedule, and gather input from the public. It is assumed that four ENGINEER members will participate in this meeting, with the design public informational meeting being 2 hours long. The ENGINEER will prepare all public meeting materials including display boards, strip maps, sign-in sheets, and comment forms, meeting advertisements, and a public meeting summary.

5.04 Public Informational Meeting #2. The ENGINEER shall plan and attend a public informational meeting to correspond with the final design phase of the Fairmount Loop in an open house format. The goals of the second public meeting will be to provide more detailed design and construction timeline information, including right-of-way and easements needed and construction impacts, gather feedback from affected property owners, and address any concerns or questions from the public. It is assumed that four ENGINEER team members will participate in this meeting, with the public informational meeting being 2 hours long. The ENGINEER will prepare all public meeting materials including display boards, strip maps, sign-in sheets, and comment forms, meeting advertisements, and a public meeting summary.

Task 6 – Utility & Right of Way Coordination

6.01 Utility Coordination

- A. Utility Contact List. The ENGINEER will develop a project utility contact list of all known utility agencies in the project limits.
- B. Utility Mapping Review. The ENGINEER will review any obtained utility mapping against the field obtained mapping for inconsistencies. The ENGINEER will work with each utility to resolve discrepancies as needed.
- C. Utility Mapping Plans. The ENGINEER will prepare an at-scale set of utility plan sheets in color.
- D. Utility Notification of Project. After developing the utility contact list, the completed utility survey, and the development of color utility location maps, the ENGINEER will transmit these documents to the known utilities for review and provide notice of the pending project.
- E. Concept Phase Utility Coordination. The ENGINEER will preliminarily identify apparent utility conflicts and distribute plans and design files for review. The ENGINEER will participate in utility coordination meetings individually or in groups (Assume one staff, two meetings, 1.5 hours each).
- F. Field Check Utility Coordination. The ENGINEER will identify additional apparent utility conflicts and distribute plans and design files for review. The ENGINEER will participate in utility coordination meetings individually or in groups (Assume one staff, two meetings, 1.5 hours each).

- G. Office Check Utility Coordination. The ENGINEER will identify additional utility conflicts and distribute plans and design files for review. The ENGINEER will participate in utility coordination meetings individually or in groups (Assume one staff, two meetings, 1.5 hours each).
- H. Final Check Utility Coordination. The ENGINEER will identify additional utility conflicts and distribute plans and design files for review. The ENGINEER will participate in utility coordination meetings individually or in groups (Assume one staff, two meetings, 1.5 hours each).

6.02 Right-of-Way Coordination

- A. Right-of-Way Exhibit & Descriptions. The ENGINEER's survey subconsultant will obtain title work for up to 15 parcels, stake proposed acquisitions in the field, and prepare acquisition documents - including property exhibits (tract maps) and legal descriptions - for up to 15 parcels. The legal description will be signed and sealed by a PLS. The OWNER will provide the CONSULTANT with a document providing instructions for the OWNER'S preferred wording to be used in the legal description.
- B. Right-of-Way Meetings. The ENGINEER will meet with the OWNER's internal staff, Right-of-Way acquisition firm, or with selected property owners to consult in the facilitation of the acquisition process for needed easements and right-of-way (Assume five meetings, one staff member, 1.5 hours per meeting). The OWNER will be responsible for acquiring all needed easements and right-of-way for the project.

Task 7 – NEPA Documentation

7.01 Process Kick-Off

- A. Virtual meeting with OWNER to review scope of the grant-funded improvements including project limits, previous due diligence conducted to support grant applications, communications protocols, and anticipated schedule.

7.02 Desktop and Field Data Collection

- A. Collect ArcGIS and other online data sources relevant to resources and properties within and adjacent to the project limits.
- B. Conduct field visit to validate the ArcGIS data, verify general corridor conditions, and photo-document key resources to be assessed in the CATEX.
- C. Develop corridor constraints map, indicating public lands, potential or listed historic resources, major utility crossings (large pipeline, waterline, sanitary sewer, and overhead transmission lines, etc.).

7.03 Impact Assessment

The following tasks will analyze the anticipated effects of the proposed project on key resources. Some resource categories typically reviewed under NEPA (e.g., farmland, coastal resources, etc.) are not present in the project corridor and will be noted as such in the environmental document. Other resources (e.g., land use/zoning, noise, air quality, visual, etc.) will be addressed within the environmental document, but do not require the same level of effort as the following categories:

A. Cultural Resources – Archeological and Non-Archeological Historic Resources

With project funding through the FHWA, compliance with Section 106 of the National Historic Preservation Act (NHPA) and Section 4(f) of the Department of Transportation (DOT) Act is required. The following subtasks will be undertaken to evaluate the potential effects of the project (physical and non-physical) on resources that are or may be considered eligible for listing on the National Register of Historic Places (NRHP). A review of previously conducted archeological surveys will be conducted, but no field archeological surveys (shovel tests) are anticipated as the existing and proposed ROW has been previously disturbed.

Agency Consultation - Upon receipt of NTP, the Project's Section 106 lead would initiate consultation with MoDOT cultural resources staff to confirm the limits of the Physical (construction footprint) and Non-physical (visual) APEs and to vet the proposed consultation approach of desktop analysis for archaeological resources and windshield survey for architectural resources. Archaeological survey and individual documentation and assessment of historic-age architectural resources are not anticipated due to the nature of the project and the existence of recent architectural survey reports for the neighborhood.

Background Review - Prior to initiation of field studies, Burns & McDonnell historians will conduct background research to identify previously recorded historic resources within the APE to facilitate contextual development. The review will include architectural survey and inventory records, the NRHP database maintained by the National Park Service, historic period maps and aerial photographs, town and county histories, historic atlases, and other secondary sources regarding regional history. The sources will facilitate development of appropriate field study strategies, understanding of regional contexts within which to evaluate recorded resources, and identify significant resource types in particular areas.

Field Documentation - In compliance with Section 106 of the NHPA and Section 4(f) of the DOT Act, Burns & McDonnell historians will conduct a windshield survey to facilitate assessment of effects to historic properties. No archaeological survey is anticipated.

Reporting - The results of the background review, desktop archeological potential assessment, and windshield survey and effects assessments for architectural resources will be summarized in a letter report for MoDOT review and transmittal to SHPO. Full/separate reports for archaeological and architectural resources are not anticipated.

Section 106 Compliance Assumptions

- MoDOT/SHPO will concur with the proposed Non-Physical APE; assumed to include parcels intersecting and immediately adjacent to the existing/proposed ROW.
- Assessment of potential historic districts would be limited to streetscape level evaluation.
- Background research will be completed using online databases.
- Field documentation would be conducted in one 2-day mobilization of 2 historians.
- Cost does not include intensive-level survey, mitigation activities, or agency coordination to facilitate development of a Memorandum of Agreement (MOA) or Programmatic Agreement (PA).
- Includes documentation and assessment of up to 100 historic-age architectural resources within the Non-Physical APE. The completion of state resource ID forms will not be required and is not included.
- The survey would be conducted from publicly accessible vantage points, i.e. public roadways.
- Field mobilization will be dependent upon weather conditions conducive to walking/driving and photo-documentation of historic-age buildings, structures, objects, etc.
- MoDOT/SHPO would concur that no archaeological field survey is necessary.

B. Community Impacts and Environmental Justice

Because of federal funding through FHWA, Executive Order 12989 Environmental Justice and FHWA Order 5610.2 on Environmental Justice must be addressed. Collect and review US Census Bureau American Community Survey 2018-2022 5-Year data for the project area to identify the racial and ethnic, age, income, poverty, language, and social characteristics within the project area. Identify minority and low-income census geographies and any historically underserved or disadvantaged populations to demonstrate the project would not result in disproportionate or adverse impacts on such populations. Identify community facilities along and adjacent to the project to show how access would be maintained during construction and improved as a result of the improvements.

C. Land Use and Public Lands

Desktop analysis and windshield surveys will be conducted to describe the existing land uses along the corridor including identifying public lands (e.g., city parks, greenbelts, trails, boat access, sporting facilities, picnic tables, school playgrounds etc.) to determine the effects of the project on them. Review existing city parks and recreation and thoroughfare plans to identify existing and planned parks and trails that may intersect the proposed project.

D. Section 4(f) and Section 6(f) Resources

Based on our understanding of the proposed project, if public lands or NRHP-listed or eligible resources are located along the corridor where improvements would occur within existing ROW, no effects under Section 4(f) are anticipated. If they occur in areas where new ROW would be needed and the acquisition cannot be avoided (including permanent or temporary easements) or the existing trail requires temporary closures or detours, an analysis to support a Section 4(f) *de minimis* determination is included. If more substantial impacts to such resources occur or the FHWA does not agree with the *de minimis* determination and elevates the analysis, the work to support an individual or programmatic Section 4(f) evaluation would be required and is not included in this scope. The *de minimis* evaluation includes obtaining written concurrence from the Official with Jurisdiction (OWJ), assumed to be the OWNER for parks/trails, and the MO State Historic Preservation Officer (SHPO) for historic resources.

E. Vegetation and Land Cover

A Burns & McDonnell biologist will review aerial photographs and the results of field surveys to describe the existing land cover and vegetated areas to determine if any areas would potentially support migratory birds or federally or state-protected species. Areas where vegetation may be cleared to support construction would be identified.

F. Protected Species

Because of federal funding, clearance under the Endangered Species Act is required. A Burns & McDonnell biologist would complete an online project review through the US Fish & Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) website to identify any listed federally protected species and critical habitat that may occur along the project corridor. The Burns & McDonnell biologist would also complete an online project review through the Missouri Department of Conservation (MDC) Natural Heritage Review Website to determine if any state protected species are known or likely to occur along the project corridor. Using the results of the USFWS IPaC and MDC online reviews and windshield survey of the project corridor, the Burns & McDonnell biologist will prepare a desktop protected species habitat assessment letter report for the proposed project. The desktop habitat assessment will include figures that identify the location of any potential protected species habitats and also provide recommendations to minimize and avoid impacts during construction. The Burns & McDonnell biologist will provide the draft desktop habitat assessment letter report to the OWNER for review and one round of comments. The Burns & McDonnell biologist will address any comments, finalize the report, and provide a final electronic version to OWNER. If requested by the OWNER, the Burns & McDonnell biologist will submit the desktop habitat assessment letter report for USFWS concurrence. If necessary, the desktop habitat assessment letter report would be submitted to MDC for their review. It is assumed that the project would result in a *no effect* or a *may affect, not likely to adversely affect* determination for all listed species and that the project would not require species specific mitigation.

If federally protected species are present and the project would result in a may effect determination, formal consultation with the USFWS and additional studies may be required which are not included in this scope of work. A supplemental scope of work and fee estimate can be provided to support formal consultation, species-specific surveys, and development of a Biological Assessment or Evaluation, if required.

G. Water Resources – Wetlands, Streams, and Floodplains

Because of federal funding, conformance with the Clean Water Act is required. Only a desktop analysis and windshield survey of the project corridor will be conducted to provide a summary of the potential wetland, waters of the US, and floodplain resources crossed by the proposed project. A Burns & McDonnell wetland specialist will complete a desktop wetland delineation to evaluate the proposed project alignment corridor for the presence of wetlands and other waters according to U.S. Army Corps of Engineers (USACE) requirements. The wetland specialist will review available background information including the 1987 Corps of Engineers Wetlands Delineation Manual (1987 Manual), the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region – Version 2.0 (Regional Supplement), U.S. Geological Survey (USGS) 7.5 minute topographic maps, USFWS National Wetland Inventory (NWI) maps, National Agriculture Imagery Program (NAIP) aerial photography, USGS National Hydrography Dataset (NHD), Federal Emergency Management Agency (FEMA) National Flood Hazard Layer (NFHL), and U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Soil Survey Geographic (SSURGO) digital data for the Project Area. The wetland specialist will assess whether mapped and potential wetland areas are likely to be considered under the jurisdiction of the USACE by determining if a hydrologic connection to waters of the U.S. (WOTUS) exists.

Based on the results of the desktop wetland delineation, the wetland specialist will prepare a desktop wetland delineation letter report describing the background research, methodologies, and results. In addition, the report will include figures that identify the potential regulated wetlands with respect to the project corridor. Burns & McDonnell will provide the draft letter report to the OWNER for review and one round of comments. The wetland specialist will address any comments, finalize the report, and provide a final electronic version to the OWNER for their project files. Based on previous projects within the Kansas City District of the USACE, the project is anticipated to be authorized under a Nationwide Permit. Additionally, it is assumed that a Pre-Construction Notification (PCN) will likely not need to be submitted to the USACE because the project, as proposed, would only result in temporary impacts to WOTUS and would not cross any Section 10 Navigable Streams.

If the project results in permanent impacts to likely jurisdictional wetlands along the project corridor, a supplemental scope of work and fee estimate can be provided to conduct full field delineations in accordance with USACE standards, develop a delineation report, and coordinate approval of the findings and identify permitting and/or mitigation required for the project. Water quality impacts to wells, sinkholes, sensitive streams, springs, and caves will also be reviewed. Any other potential

mitigation measures to be taken during the Project will be discussed such as NDPES permitting or pollution prevention plans, if applicable.

H. Hazardous Materials and Waste Sites

A database search using a third-party provider (EDR) will be conducted to identify properties of potential environmental concern including existing and former underground storage tanks, small or large quantity hazardous material generators, previously closed or remediated sites, and major spills and corrective actions that could affect the soil and groundwater conditions within the existing and proposed ROW. The risks of such properties will be categorized as “low”, “medium” and “high” risk to the project and may require additional investigation or testing by the OWNER prior to construction. This review does not constitute a Phase I Environmental Site Assessment (ESA) conducted to ASTM standards that may be required for the OWNER to purchase new ROW.

I. Visual Effects

An assessment of the visual changes to occur within the corridor following completion of the project will be assessed in coordination with Section 106 and Section 4(f) evaluations described previously. Descriptions of the design features such as new streetlighting, decorative pavement, retaining walls, signage, and landscaping will be included.

J. Other Resources

To complete the CATEX, additional desktop analyses will be conducted to demonstrate that some resources are not present within/along the project corridor or would not be affected by the proposed project including air quality, traffic noise, farmland, coastal resources, etc. The proposed project would not add roadway capacity and therefore is not considered a Type 1 project and no traffic noise analysis would be conducted.

K. Public Involvement

The OWNER will provide a summary of the public involvement and outreach conducted to date for reference in the CATEX. Such activities conducted during the timeframe of the NEPA analysis should include information regarding the project’s potential effects (positive or negative) on historic resources (Section 106) and public lands (Section 4(f)) as these statutes require documentation that project outreach included opportunities for the public to comment on the potential disposition of these resources. Detour information and any commitments resulting from outreach efforts will also be included.

7.04 Environmental Document Development

- A. Develop a draft CATEX for review and comment by the OWNER.
- B. Address city’s comments and submit final CATEX for OWNER to submit to FHWA.

- C. Address comments from FHWA and develop final CATEX for FHWA approval.

Task 8 – Pre-Construction Services

- 8.01 **Pre-Bid Meeting.** The ENGINEER will attend a pre-bid meeting organized by the OWNER in a supporting role and assume two meetings and 2 team members for 90-minute meetings.
- 8.02 **Bid Phase Questions.** The ENGINEER will respond formally to contractors' questions during the project's bid phase.

Task 9 – Design Engineer Services During Construction

- 9.01 **Request for Information or Clarification.** The ENGINEER will support the OWNER during construction and answer questions from contractors or inspectors.
- 9.02 **Shop Drawing Review.** The ENGINEER will review contractor-submitted shop drawings, as requested.
- 9.03 **Project Site Visits.** As requested, the ENGINEER will perform a site visit to support answering project-related questions. Assume four visits by two staff at 2 hours per visit. **The ENGINEER is assumed to not participate in regularly scheduled construction progress meetings.**
- 9.04 **Pre-Construction Meeting.** The ENGINEER will participate in a pre-construction meeting at the project site or the OWNER's offices. Assumed two meetings and 2 team members for 90-minute meetings.
- 9.05 **As-Built Plans.** The ENGINEER will prepare as-built plans that include any field changes as provided by the OWNER or project inspector.

Task 10 – Project Management

- 10.01 **Kick-off Meeting w/City.** The ENGINEER will hold a project kick-off meeting at the OWNER's offices.
- 10.02 **Kick-off Meeting (Internal).** The ENGINEER will hold an internal project kick-off meeting with team members to outline roles, responsibilities, and project requirements.
- 10.03 **Progress Meetings.** The ENGINEER will participate in progress meetings with the OWNER, which will include preparing meeting agendas and minutes. (Virtually every month for twelve months, with 2 team members for 60 minutes)
- 10.04 **General Project Admin. & Coordination.** The ENGINEER will coordinate the project with survey sub-consultants and OWNER.

- 10.05 **Invoice Preparation & Progress Reporting.** The ENGINEER will prepare monthly invoices and progress reports.

5.0 Summary of Budgeted Meetings

- Kick-Off Meeting w/OWNER (Virtual) - 1 Meeting, 90 minutes, 4 team members.
- Progress Meetings w/OWNER (Virtual) - Monthly for twelve months. Assumed 3 team members, 60-minute meetings, 12 total meetings.
- Utility Coordination Meetings (Virtual) - 3 meetings, 1 team member, 90-minute meetings.
- Right-of-Way Coordination Meetings (Virtual) - 2 meetings, 1 team member, 90-minute meetings.
- Preliminary Plan Review Meeting (In Person) - 1 meeting, 2 team members, 90-minute meeting.
- Right of Way Plan Review Meeting (In Person) - 1 meeting, 2 team members, 90-minute meeting.
- Public Meeting #1 - 1 meeting, 4 team members, 120-minute meeting.
- Public Meeting #2 - 1 meeting, 4 team members, 120-minute meeting.
- Final Plan Review Meeting (Virtual) - 1 meeting, 2 team members, 90-minute meeting.
- Pre-Bid Meeting - 1 meeting, 2 team members, 90-minute meetings.
- Pre-Construction Meeting - 1 meeting, 2 team members, 90-minute meetings.
- Construction Phase Meetings - 4 meetings, 2 team members, 120-minute meetings.

6.0 Deliverables

- Design Criteria Memo in Electronic Format (PDF)
- Public Informational Meeting Summaries, including copies of comments received, sign-in sheets etc.
- Construction Plans in Electronic Format (PDF) (Sheet size of 34" x 22")
- Project Specifications in Electronic Format (Word & PDF) (If Applicable)
- Engineer's Opinion of Probable Cost (OPC) in Electronic Format (PDF)
- Public Involvement Plan
- Social Media Posts and Corresponding Graphics (up to 8)

- Press Releases (x2)
- Draft and Final Website Content (up to 2 updates)
- Public Meeting Materials, including boards, presentation slides, sign-in sheets, comment cards, etc. (x2)
- Public Meeting Invitations (postcard and flyer format for mail and email (x2)
- Public Meeting Summaries (x2)
- Draft and Final CATEX
- Draft and Final Cultural Resources Report
- Protected Species and Habitat Assessment Memo
- Water Resources Memo
- Community Assessment/EJ Memo
- Hazardous Materials Review Memo

7.0 Schedule

7.1 Project Design Schedule

- Notice to Proceed – November 18, 2024 (Anticipated)
- Preliminary Plans Due – January 31, 2025 (contingent on NTP)
- Public Informational Meeting #1 – February 2025 (tentative)
- Right of Way Plans (60%) Due – March 28, 2025
- Public Informational Meeting #2 – July 30, 2025 (tentative)
- Final Plans for review (90%) Due – September 15, 2025
- Final PS&E Plans (100%) Due – November 1, 2025
- Advertise for Bids – December 1, 2025
- Bid Opening – January 6, 2026
- Construction – Begin Spring 2026

7.2 NEPA Schedule

NEPA efforts will begin upon NTP and it is assumed efforts will conclude within 12 months from NTP, dependent on agency availability and review schedules. Burns & McDonnell will expedite tasks where possible to shorten the deliverable and approval timeframes.

APPENDIX A - FEE PROPOSAL

FAIRMOUNT LOOP - FEE (BICYCLE BOULEVARD ALONG KENTUCY RD.)																					
	Project Manager	QA/QC & Utility Coordination	Staff Roadway Engineer	Assistant Roadway Engineer	Senior Traffic Engineer	Staff Traffic Engineer	Senior CAD Designer	Staff CAD Designer	Env QA/QC	Env Lead	CR/Bio Leads	Cultural	Assistant Cultural	Env Sci/GIS/Wetland	Senior Outreach Specialist	Staff Outreach Specialist	Assistant Outreach Specialist	Labor Hours	Labor Cost		
Staff Name	S. Gilliam	R. William	I. Deggendorf	G. Blanchard	E. Widder	J. Hartman	L. Rainey	A. Riechert	Cannon-Mackey	K. Samuelson	Harris/Roh	Kepka	Shaw	McCaslin/Kimmel/Oltjenbrun	L. Hummel	K. Meyer	B. Martin				
Bill Rate	\$ 188.00	\$ 262.00	\$ 166.00	\$ 143.00	\$ 188.00	\$ 166.00	\$ 188.00	\$ 143.00	\$ 262.00	\$ 188.00	\$ 205.00	\$ 143.00	\$ 143.00	\$ 143.00	\$ 233.00	\$ 143.00	\$ 104.00				
Task No.	Description																				
1	Survey & Related Services	8.0	0.0	0.0	0.0	8.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	24.0	\$ 4,336.00		
1.01	Establish Control & Benchmarks									Services Provided By Survey Subconsultant											
1.02	Property Strip Map									Services Provided By Survey Subconsultant											
1.03	Topographic Survey									Services Provided By Survey Subconsultant											
1.04	Site Visit for Acquisition Staking									Services Provided By Survey Subconsultant											
1.05	Field Reconnaissance	8.0				8.0	8.0											24	\$ 4,336.00		
2	Preliminary Design (30%)	12.0	8.0	52.0	50.0	0.0	0.0	24.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	172.0	\$ 28,286.00		
2.00.A	30% Preliminary Design			34.0	40.0													74	\$ 11,364.00		
2.00.B.01	Title Sheet							4.0	4.0									8	\$ 1,324.00		
2.00.B.02	Typical Sections	4.0		2.0				4.0	4.0									14	\$ 2,408.00		
2.00.B.03	Plan & Profile Sheets	2.0		8.0	8.0			12.0	12.0									42	\$ 6,820.00		
2.00.B.04	Survey Reference Sheets							4.0	4.0									8	\$ 1,324.00		
2.00.B.05	Cross Sections			2.0	2.0													4	\$ 618.00		
2.01.C	Opinion of Probable Construction Cost	2.0		4.0														6	\$ 1,040.00		
2.01.D	Quality Control		8.0															8	\$ 2,096.00		
2.01.E	Preliminary Plan Submittal	1.0															1.0	2	\$ 292.00		
2.01.F	Preliminary Plan Meeting	2.0		2.0														4	\$ 708.00		
2.01.G	Preliminary Plan Re-Submittal	1.0															1.0	2	\$ 292.00		
3	Right-of-Way Plan Development (60%)	9.0	8.0	31.0	20.0	0.0	0.0	18.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	100.0	\$ 17,102.00		
3.01.A	60% Right of Way Design			6.0	8.0													14	\$ 2,140.00		
3.01.B.01	Title Sheet								1.0									1	\$ 143.00		
3.01.B.02	Typical Sections	2.0		1.0				2.0	2.0									7	\$ 1,204.00		
3.01.B.03	Plan & Profile Sheets	2.0		2.0	2.0			4.0	8.0									18	\$ 2,890.00		
3.01.B.04	Survey Reference Sheets								1.0									1	\$ 143.00		
3.01.B.05	Driveway Profiles			8.0	8.0			8.0										24	\$ 3,976.00		
3.01.B.06	Storm Sewer Profiles			6.0				4.0										10	\$ 1,748.00		
3.01.B.07	Cross Sections			2.0	2.0													4	\$ 618.00		
3.02.C	Opinion of Probable Construction Cost	1.0		4.0														5	\$ 852.00		
3.02.D	Quality Control		8.0															8	\$ 2,096.00		
3.02.E	Right-of-Way Plan Submittal	1.0															1.0	2	\$ 292.00		
3.02.F	Right-of-Way Plan Review Meeting	2.0		2.0														4	\$ 708.00		
3.02.G	Right-of-Way Plan Re-Submittal	1.0															1.0	2	\$ 292.00		
4	Final Plan Development (100%)	8.0	16.0	50.0	46.0	36.0	24.0	16.0	38.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	236.0	\$ 39,976.00		
4.01.A	100% Final Plan Design			8.0	8.0													16	\$ 2,472.00		
4.01.B.01	Title Sheet								1.0									1	\$ 143.00		
4.01.B.02	Typical Sections	1.0							2.0									3	\$ 474.00		
4.01.B.03	Plan & Profile Sheets			2.0	4.0			4.0	6.0									16	\$ 2,514.00		
4.01.B.04	Survey Reference Sheets								1.0									1	\$ 143.00		
4.01.B.05	Intersection Details			6.0	8.0			4.0	6.0									24	\$ 3,750.00		
4.01.B.06	Driveway Profiles				4.0													4	\$ 572.00		
4.01.B.07	Miscellaneous Details			8.0	4.0			2.0	4.0									18	\$ 2,848.00		
4.01.B.08	Inlet & Manhole Details			2.0				2.0										4	\$ 708.00		
4.01.B.09	Storm Sewer Profiles			2.0					2.0									4	\$ 618.00		
4.01.B.10	Schedule of Inlets and Manholes			6.0				2.0										8	\$ 1,372.00		
4.01.B.11	Summary of Quantity Sheets			8.0	8.0	4.0			4.0									24	\$ 3,796.00		
4.01.B.12	Temporary Erosion & Pollution Control Plans			2.0	6.0			2.0	4.0									14	\$ 2,138.00		
4.01.B.13	Signing Plans					4.0			4.0									8	\$ 1,324.00		
4.01.B.14	Pavement Marking Plans					4.0			4.0									8	\$ 1,324.00		
4.01.B.15	Traffic Control Plans					24.0	24.0											48	\$ 8,496.00		
4.01.B.16	Cross Sections			4.0	4.0													8	\$ 1,236.00		
4.02.C	Opinion of Probable Construction Cost	3.0																3	\$ 564.00		
4.02.D	Quality Control		16.0															16	\$ 4,192.00		
4.02.E	Final Plan Submittal	1.0															1.0	2	\$ 292.00		
4.02.F	Final Plan Review Meeting	2.0		2.0														4	\$ 708.00		
4.02.G	Final Plan Re-Submittal	1.0															1.0	2	\$ 292.00		
5	Public Outreach	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	0.0	0.0	6.0	33.0	84.0	20.0	161.0	\$ 26,125.00		
5.01	Public Meeting Plan Development														2.0	4.0		6	\$ 1,038.00		
5.02	Content Creation														15.0	48.0	12.0	75	\$ 11,607.00		
5.03	Public Information Meeting #1	6.0									3.0			3.0	8.0	16.0	4.0	40	\$ 6,740.00		
5.04	Public Information Meeting #2	6.0									3.0			3.0	8.0	16.0	4.0	40	\$ 6,740.00		
6	Utility & Right of Way Coordination	5.0	8.0	4.0	0.0	0.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	33.0	\$ 5,832.00		
6.01.A	Utility Contact List																2.0	2	\$ 208.00		
6.01.B	Utility Mapping Review			4.0					4.0									8	\$ 1,236.00		
6.01.C	Utility Mapping Plans								8.0												



KS ENG COA: #3315
KS SUR COA: #363
MO ENG COA: #2022014084
MO SUR COA: #2022014231

ALC
ATLAS LAND CONSULTING
SURVEYING | ENGINEERING | DRONE | CAD
913-702-5073
14500 Parallel Road, Unit R, Basehor KS 66007
ANDREA@ALCONSULT-LLC.COM

SEPTEMBER 16, 2024

Burns and McDonnell
Attn, Seth Gilliam PE
9400 Ward Parkway
Kansas City Mo. 64114

SUBJECT: Independence, MO, Fairmount Loop

Thank you for the opportunity, we look forward to working on this project with you.

SCOPE OF WORK:

Control, Benchmarks

Set permanent control (Horizontal and vertical)

Vertical level loop with digital level

Field 24 hrs. x \$195 = \$4,680

Office cad tech 8 hrs. x \$125 = \$1,000

PLS 6 hrs. x \$150 = \$900

Total \$6,580

Property strip map

Find and locate existing property, create ownership strip map including ROW's.

Field 50 hrs. x \$195 = \$9,750

Office cad tech 50 hrs. x \$125 = \$6,250

PLS 10 hrs. x 150 = \$1,500

Total \$17,500

14500 Parallel Road, Unit R, Basehor Kansas 66007

Topo along Kentucky Road 50' north, 30' south from Arlington Ave to Ash Ave and along Ash Ave 50' west, 30' east from Kentucky Road to Highway 24. including storm and sanitary sewers with inverts and utilities. Additionally, Edge of Trail from Arlington Ave to Highway 24 and along Cedar Ave near Transit Facility.

Field 80 hrs. x \$195 = \$15,600

Office cad tech 60 hrs. x \$125 = \$7,500

PLS 10 hrs. x 150 = \$1,500

Total \$24,600

Conduct a maximum of 3 site visits as necessary – to stake the existing and proposed right-of-way and easements for utility meetings regarding relocations and right-of-way negotiations.

Field 24 hrs. x \$195 = \$4,680

Office cad tech 8 hrs. x \$125 = \$1,000

PLS 4 hrs. x 150 = \$600

Total \$6,280

Total \$54,960

Preparing legal exhibits & descriptions \$400 per property description and exhibit x 12 = \$4,800.

Title report approximately 12 properties x \$300 each = \$3,600.



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend \$360,539.00 with Turn-Key Mobile for Panasonic Mobile Data Terminals (MDT's) for the Police Department.

Recommendations:

Council approval to issue purchase orders.

Background:

The Police Department is continuing the process of upgrading all department MDTs from the previously used fixed-installation Data 911 devices to the new Panasonic MDTs with docks. In 2023, the department researched MDT options to replace the Data 911 devices that were nearing end-of-life and in need of replacement or service. Upon examining alternative solutions to Data 911, limited options were found. Consumer-grade manufacturers do not produce devices ruggedized to an appropriate degree. Their trial of another manufacturer's ruggedized tablets proved unsatisfactory. The footprint of Panasonic as a provider to Public Safety is long-established and personnel exposed to the demo units were very pleased with performance. Service and support has been excellent, and the repair facility is local (Leawood). They will image and asset tag every device and offer a 5-year warranty with very favorable replacement conditions. Moving from a permanent installation like the Data 911 to a dock allows us more flexibility with respect to deployment and the potential for reducing our total number of devices (mobile and desktop) while maintaining the security necessary for Police Operations. Two vendors in the region service Panasonic contracts. The Police Department selected Turnkey Mobile due to the lower pricing on all the items needed for their deployment.

One purchase order under \$100,000 has already been issued to date during fiscal year 2024/2025. Additional purchase orders will be requested to purchase MDTs for Community Services vehicles (funded by a 2023 Department of Justice, Justice Assistance Grant), and to continue up-fitting existing and newly purchased patrol vehicles. The department is establishing a replacement plan that provides for an equipment refresh of roughly 25-30% of MDT's each year. This will help with predictive budgeting, ensure the equipment is under warranty, and barring unforeseen circumstances, allow for a year without MDT purchases.

This is being purchased against the Jasper County Sheriff's Office Contract # JCSO 2021-001. 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 have been established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through the competitive bidding process.

Approval of this item shall authorize change orders up to a total of ten (10) percent of the authorized amount, provided appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$360,539.00 for fiscal year 2024-25. MDT's are in the 2024-25 approved budget, on page 245, Fund 016, Public Safety Sales Tax, account number 0164564-5402. An additional \$29,000 was made available with the 2023 JAG award that was received in July 2024 and approved by City Council via Ordinance No. 19572. That funding is appropriated to the Grant Fund 015 Operating Budget. Additional funding is being transferred from Fund 016, Public Safety Sales Tax, account number 0164564-5404 (for fleet replacements) to cover the remaining MDTs to be purchased this year.

Council Action:

Department / Contact	Police Department /
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REVIEWERS

Dennea Leap
Jason Petersen
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Turn-Key MDT's Quote #1 - EST-13415
2. Turn-Key MDT's Quote #2 - EST-13383
3. Turn-Key MDT's Cooperative Contract -Jasper County, Missouri contract



Turn-Key
Mobile, Inc.

TURN-KEY MOBILE, INC.

4510 Country Club Drive
Jefferson City, Missouri 65109

Estimate

Estimate# : **EST-13415**
Estimate Date : **10/21/2024**
Expiry Date : **11/20/2024**

Sales person/ISS : **Frederick Willis**
Created By (ISS) : **Terry Cage**

Bill To

Independence Police Department, MO

223 N. Memorial Drive
Independence MO 64050

#	Item & Description	Qty	Rate	Amount
1	CF-334Z-0NAM Panasonic BSKU, Win11 Pro, Intel Core i7-1270P vPro (up to 4.8GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G MLP31-W, GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Fingerprint (AD), Barcode, Standard Batteries (2), TPM 2.0, Flat, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVC512SSD3Y - 3 Year No Return of Defective Drive, FZ-SVCTPNF3YR - 3 Year Protection Plus Warranty, CF-SVCBIOS1 - Custom BIOS, FZ-SVCFESGEN10 - Mobility Engineering Field Service - ** CF-SVCFES100 Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit price with completed SOW)-Project Based, contact Panasonic Pro-service Team for further information	39.00	4,092.00	159,588.00
2	CF-SVCPSY5 Panasonic 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includes Premier, Protection Plus, Customer Portal, Disk Image Management, HDD No Return.	39.00	590.00	23,010.00
3	H-33-TVD0-L Panasonic HAVIS CF-33 TABLET LITE VEHICLE DOCK (NO PASS) FOR THE PANASONIC CF-33 TABLET ONLY.USB 2.0 (4), USB 3.0 (2), SERIAL, ETHERNET (2), DOCKING CONNECTOR, POWER, RELEASE LEVER, LOCK (KEYED ALIKE)	39.00	755.00	29,445.00
4	CF-LNDDC120HW Panasonic Lind 120 Watt 12-32 Volt Input Car Adapter for Toughbook for Hard Wired Installations	39.00	155.00	6,045.00
5	IK-TR-911-RED iKey Full-travel keyboard with attachment versatility, red backlighting	39.00	437.00	17,043.00
6	Contract-Jasper County Jasper County Sheriff's Office Contract # JCSO 2021-001 (Computers and Network Technology)	1.00	0.00	0.00

Notes

Looking forward to doing business with you.
Shipping Charges are not included unless otherwise stated.

Terms & Conditions

All PO placed orders have net 30 day terms, no discounts. All full/partial invoice payments are due in NET30 terms, unless otherwise stated in contract. If order contains equipment with or without services, payment for all hardware and/or product delivered is expected to be paid upon delivery (to customer and/or service/installation provider). Services will not be invoiced until complete and approved. Credit card payments are accepted with a 3% Service Charge added to the overall invoice price. This Service Charge will be displayed as a separate line item. ACH payments are also accepted with no processing or service fees. An ACH form can be requested by email at AR@turnkeymobile.com.

Return Policy: All PANASONIC sales are final. ONLY Panasonic can make

Sub Total 235,131.00

Total \$235,131.00

Authorized Acceptance Signature

exceptions for returns. Any items or materials that are approved to be returned by the manufacturer and TKM, are subject to a 20% restocking fee. All return requests must be made within 30 days of delivery to customer.



**Turn-Key
Mobile, Inc.**

TURN-KEY MOBILE, INC.

4510 Country Club Drive
Jefferson City, Missouri 65109

Estimate

Estimate#	: EST-13383	Sales person/ISS	: Frederick Willis
Estimate Date	: 10/10/2024	Created By (ISS)	: Terry Cage
Expiry Date	: 11/09/2024		

Bill To

Independence Police Department, MO

223 N. Memorial Drive
Independence MO 64050

#	Item & Description	Qty	Rate	Amount
1	CF-334Z-0NAM Panasonic BSKU, Win11 Pro, Intel Core i7-1270P vPro (up to 4.8GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G MLP31-W, GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Fingerprint (AD), Barcode, Standard Batteries (2), TPM 2.0, Flat, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVC512SSD3Y - 3 Year No Return of Defective Drive, FZ-SVCTPNF3YR - 3 Year Protection Plus Warranty, CF-SVCBIOS1 - Custom BIOS, FZ-SVCFESGEN10 - Mobility Engineering Field Service - ** CF-SVCFES100 Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit price with completed SOW)-Project Based, contact Panasonic Pro-service Team for further information	4.00	4,092.00	16,368.00
2	CF-SVCPSY5 Panasonic 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includes Premier, Protection Plus, Customer Portal, Disk Image Management, HDD No Return.	4.00	590.00	2,360.00
3	HA-33LVDLT0L PANASONIC : Havis Lite Laptop 2-in-1 Vehicle Dock (no pass) for Panasonic TOUGHBOOK 33. Includes LIND power supply. USB-A 2.0 (6), Serial, LAN (2). Features two front USB ports for easy access. Requires Premium Keyboard (sold separately).	6.00	1,058.00	6,348.00
4	CF-VEK335LMP Panasonic Premium Emissive Keyboard for CF-33 Mk3 (not compatible with mk1/mk2 tablets). Red Backlight (4 levels). USB-A 5 Gbps, USB-A 0.5 Gbps, HDMI, VGA, LAN, SDXC (full-size), Serial (USB), Power, Docking Connector, Kensington Lock. Includes Handle /Kickstand.	4.00	590.00	2,360.00
5	CF-AA5713A2M Panasonic AC Adapter (110W) for CF-33, FZ-40, FZ-55, FZ-G2	4.00	75.00	300.00
6	CF-VEB331U Panasonic LAPTOP DESKTOP DOCK FOR CF-33. REQUIRES PREMIUM KEYBOARD (SOLD SEPARATELY). ETHERNET (2), HDMI, VGA, USB 2.0 (4), USB 3.0 (2), SERIAL, POWER, DOCKING CONNECTOR, KENSINGTON LOCK, RELEASE LEVER AND POWER BUTTON. **NO AC ADAPTER INCLUDED**	4.00	310.00	1,240.00
7	Contract-Jasper County Jasper County Sheriff's Office Contract # JCSO 2021-001 (Computers and Network Technology)	1.00	0.00	0.00

Notes

Looking forward to doing business with you.
Shipping Charges are not included unless otherwise stated.

Terms & Conditions

All PO placed orders have net 30 day terms, no discounts. All full/partial invoice payments are due in NET30 terms, unless otherwise stated in contract. If order contains equipment with or without services, payment for all hardware and/or product delivered is expected to be paid upon delivery (to customer and/or service/installation provider). Services will not be invoiced until complete and approved. Credit card payments are accepted

Sub Total 28,976.00

Total \$28,976.00

Authorized Acceptance Signature

with a 3% Service Charge added to the overall invoice price. This Service Charge will be displayed as a separate line item. ACH payments are also accepted with no processing or service fees. An ACH form can be requested by email at AR@turnkeymobile.com.

Return Policy: All PANASONIC sales are final. ONLY Panasonic can make exceptions for returns. Any items or materials that are approved to be returned by the manufacturer and TKM, are subject to a 20% restocking fee. All return requests must be made within 30 days of delivery to customer.



CONTRACT FOR LAW ENFORCEMENT VEHICLE EQUIPMENT PRIME VENDOR

THIS Contract for Jasper County Law Enforcement Vehicle Equipment Agreement, (Agreement) is entered into by and between the Jasper County Sheriff Office (Buyer) and Turn-Key Mobile, Inc., (Seller), effective upon execution by the Jasper County Sheriff Office.

WHEREAS, Seller has bid to provide Law Enforcement Vehicle Equipment in response to Request for Bid/Proposal No. 2021-003 ("RFP"), which RFP includes the required scope of work and all specifications and which RFP and the Seller's bid or proposal response, as applicable, are incorporated by reference in this Agreement, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, BUYER and Seller agree as follows:

- A. Buyer issued an RFP to which the Seller responded, including in its entirety the catalog listings for requirements in the RFP as requested.**
 - B. Seller delivered their answer to the RFP on February 11, 2021 under sealed bid as required by the RFP.**
 - C. Buyer has selected Seller's Response to RFP and now desires to contract with Seller to provide Buyer with the Law Enforcement Vehicle Equipment for the Jasper County Sheriff's Office as set forth in Seller's Contract.**
 - D. Buyer and Seller desire to enter into this Contract to set forth in writing their respective rights, duties, and obligations hereunder.**
-
- E. Term. This Agreement is for five years, subject to appropriations, performance commencing upon the 15th day of March, 2021.**

NOW, THEREFORE, WITNESSETH that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

SECTION 1. DEFINITIONS:

As used herein, the terms set forth below shall have meanings set forth below.

- A. **"Acceptance"** shall mean acceptance of the System as set forth in Section 13 hereof.
- B. **"Acceptance Date"** shall mean the date the System is accepted or deemed accepted as set forth in Section 13 hereof.
- C. **"Acceptance Tests"** shall mean the testing procedures either described in Seller's Proposal or mutually agreed upon by Buyer and Seller to be performed to determine whether the System has met the acceptance criteria either set forth in Seller's Proposal or as mutually agreed upon in writing by Buyer and Seller.
- D. **"Certificate of Insurance"** shall mean the certificate to be provided by Seller evidencing the insurance coverage of Seller and the form of which certificate is set forth in Exhibit B attached hereto.
- E. **"Documentation Deliverables"** shall mean the standard commercial quality manuals to be furnished by the Seller to the Buyer pursuant to the terms set forth in Seller's Proposal and this Contract.
- F. **"Effective Date of the Contract"** shall be the date designated by the parties or, if no date is designated, shall be the date on which the Contract is signed by the last of the parties to sign the Contract. The "Effective Date" shall be the date inserted on the first page of the Contract.
- G. **"Hardware"** shall mean the equipment, parts, and materials to be provided by Seller for the System as listed in Seller's Proposal.
- H. **"Installation Schedule"** shall mean the schedule either set forth in Seller's Proposal or otherwise mutually agreed upon by Seller and Buyer in writing for the delivery of the Hardware and Software and the performance of the Services described in the Statement of Work.
- I. **"Seller"** shall mean Turn-Key Mobile, Inc. with offices at 210 Prodo Drive, Jefferson City, Missouri 65109.
- J. **"Seller's Proposal"** shall mean the proposal provided by Seller to Buyer as described in the recitals of this Contract.
- K. **"Services"** shall mean the services to be provided by Seller to Buyer as set forth in Seller's Proposal.
- L. **"Software"** shall mean the proprietary computer software of Seller as owned exclusively by Seller or Seller's suppliers, as appropriate, and as further defined in and licensed to Buyer pursuant to the terms of the Software License Agreement.
- M. **"System"** shall mean the Mobile Data system comprised of the Hardware and Software and Installation to be furnished by Seller to Buyer pursuant to the terms set forth in Seller's Proposal and this Contract.

- N. **"Total Contract Price"** shall mean the price of the Hardware and Software and the Services to be furnished by Seller to Buyer pursuant to the terms set forth in Seller's Proposal and this Contract.

SECTION 2. SCOPE OF WORK:

Seller shall furnish, deliver, and install the Hardware and Software and Software for the System and provide the Documentation Deliverables and Services in accordance with the terms of Seller's Proposal and this Contract.

SECTION 3. BUYER'S OBLIGATIONS:

- A. The Buyer's obligations set forth in Seller's Proposal and this Contract shall be performed by Buyer in a timely and proper fashion in accordance with the Installation Schedule, or as otherwise agreed upon by Buyer and Seller, to allow Seller to timely perform its obligations under this Contract.
- B. In addition to the obligations specifically identified in Seller's Proposal, Buyer shall also have the following additional obligations.
- (1) Buyer shall designate a project manager to act as Buyer's primary contact with the Seller.
 - (2) Buyer shall provide access as needed, to all sites owned, leased, or otherwise controlled by Buyer.

SECTION 4. FACILITIES SITES:

Any sites where Seller is to operate and perform System installation under the terms of this Contract must be approved by Buyer, whose approval shall not be unreasonably withheld, delayed, or conditioned. Buyer shall be responsible, at Buyer's expense, for obtaining all rights to use sites including, but not limited to, all permits and licenses necessary to perform work on the site. Buyer shall be responsible for paying all utility charges to the appropriate utility for providing utility services to the System installation areas.

SECTION 5. DELIVERY, TITLE AND RISK OF LOSS:

- A. Seller shall ship the Hardware and Software to Buyer at Seller's expense on or before the dates set forth in the Installation Schedule. ~~Partial deliveries shall be permitted. Upon delivery to the carrier,~~ title to each portion of the Hardware and Software and all risk of loss or damage shall pass to Buyer; provided, however, that Seller shall remain responsible until Acceptance of the System for loss or damage resulting from the willful misconduct or negligent acts or omissions of Seller, its employees, agents, and subcontractors. Buyer shall keep the Hardware and Software fully insured for the total amount of all monies then due, or yet to become due, to Seller with respect to this Contract.
- B. If Buyer fails to take delivery of any of the Hardware and Software, Seller may place such Hardware and Software in storage at the place of manufacture or elsewhere. In such event: (1) Seller shall notify Buyer of the placement of any Hardware and Software in storage; (2) Seller's delivery obligations shall be deemed fulfilled and title and all risk of loss or damage shall thereupon pass to

Buyer; (3) any amounts otherwise payable to Seller upon delivery shall be payable upon presentation of Seller's invoices therefore; and (4) promptly upon submission of Seller's invoices therefore Buyer shall reimburse Seller for all expenses incurred by Seller such as preparation for and placement into storage, handling, storage, demurrage, inspection, preservation and insurance.

SECTION 6. PRICE:

The Total Contract Price to be paid by Buyer to Seller is as stated in the Response to RFP, a Manufacturers Stated Retail Price (MSRP). Said MSRP pricing shall be discounted per the pricing sheet attached and referred to in this document as Exhibit A and includes MSRP Discounts for each Manufacturer listed. The individual prices for the units of Hardware and Software, Installation, and Services to be performed are as set forth in Seller's Contract Proposal.

SECTION 7 TAXES:

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or any Products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall otherwise furnish Seller with tax exemption certificates acceptable to all applicable taxing authorities.

SECTION 8. CHANGES AND ADDITIONS:

- A. In the event of any change in the Hardware and Software as a result of the imposition after the Effective Date of this Contract of any requirements by any federal, state, or local government, an equitable adjustment in the price shall be made to reflect any added cost and expense of such change and the Contract shall be modified in writing accordingly.
- B. Notwithstanding any other provision hereof to the contrary, if the performance by Seller of all or any part of this Contract, through and including completion of System testing and Acceptance, is delayed or interrupted, for any reason other than the fault of Seller, for a consecutive period exceeding seven (7) days in any instance or a cumulative period exceeding thirty (30) days for all instances then, upon written notice from Seller to Buyer, an equitable adjustment in the price shall be made to reflect any increase in the cost of performance of this Contract and the Contract shall be modified in writing accordingly.

SECTION 9. PAYMENTS:

- A. The Total Contract Price for the Hardware and Software, Installation and the Services shall be paid by the Buyer to Seller as follows:

- 1. **Hardware**

- One Hundred percent (100%) of the total price of all Hardware shall be due within 30 Days after receipt of Hardware at buyers designated location. Seller has the right for partial

shipments/deliveries and billings. This will be avoided as much as necessary by seller by requesting "Ship Completes" from Distributors of Hardware.

2. Final Payment

The final payment of the remaining Contract Value for all Hardware and Software, Installation, and Services shall be due upon final Acceptance of the System.

B. Payment Dates

The Payment(s) associated with the event(s) above shall be due thirty (30) days following the date of Seller's invoice.

C. Other Amounts

Any other amounts due Seller hereunder shall be due upon Buyer's receipt of Seller's invoice.

D. Late Payments

All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law).

SECTION 10. SUBCONTRACTING:

Seller may subcontract any portion of work to be performed by Seller hereunder provided Seller shall be responsible for the performance and work of any such subcontractors.

SECTION 11. EXCUSABLE DELAYS:

- A.** Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to: (1) causes beyond Seller's reasonable control, (2) Acts of God, acts (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics, (3) Seller's inability to timely obtain necessary materials, items, components or services from suppliers who are affected by the foregoing circumstances, or (4) the failure of the Buyer to perform its obligations hereunder in a timely manner (5) Delays resulting from actions from the Buyer or their Agency. The foregoing shall apply even though any of such causes exists at the time of signature of the Contract by Seller or occurs after delays in Seller's performance of its obligations due to other reasons.

- B. In the event of any delay or failure excused by this Section, Seller shall as soon as practical notify Buyer and shall at the same time, or at the earliest practical date after such notice, specify the revised delivery and performance dates. In the event of such delay, the time of delivery or of performance shall be extended for a reasonable time period to compensate for the time lost by Seller by reason of the delay. If delay is due to actions of the Buyer, all storage and moving cost of already acquired or purchased equipment shall be the responsibility of the Buyer.

SECTION 12. SELLER'S INSURANCE

- A. Seller shall maintain in force at all times during Seller's performance under the Contract not less than the following insurance coverage with Insurers authorized to do business in the state(s) in which work hereunder is to be performed by Seller:
- (1) workers' compensation insurance as required by law;
 - (2) general liability insurance with limits of liability of not less than \$1,000,000 combined single limits for bodily injury and property damage per occurrence; and
 - (3) motor vehicle liability insurance with limits of liability of not less than \$500,000 combined single limits for bodily and property damage per occurrence.
- B. Within ten (10) business days of execution of this Contract, Seller shall provide Buyer with a Certificate of Insurance in the form set forth in Exhibit B evidencing the insurance coverage.

SECTION 13. TESTING AND ACCEPTANCE:

- A. Seller shall notify Buyer that the System is ready for Acceptance Tests at least five (5) days before commencement of the Acceptance Tests. Buyer and Seller shall jointly commence the Acceptance Tests on the date specified in Seller's notice (or other mutually agreeable date) and a representative of Seller and a representative of Buyer shall sign off on the form provided as part of the test procedure whether each item of the test was passed or failed. If Buyer does not have a representative attend the Acceptance Tests, Seller shall proceed with those tests and immediately forward the test results to Buyer. If the System does not fulfill the requirements of the Acceptance Tests, Seller shall correct the defects at no additional cost to Buyer as soon as practicable. ~~Upon correction of the defects the Acceptance Tests for the applicable part of the System shall be repeated~~ In accordance with the procedures set forth in this Section. Successful completion of the Acceptance Test is the sole criterion for technical system acceptance and the initiation of the warranty period. Final system acceptance shall occur when the Hardware and Software for the System, Documentation Deliverables and Services have been furnished, delivered, installed, and tested.
- B. Notwithstanding the acceptance testing of the System set forth in Section 13.A above, if Buyer commences use of any portion of the System for its intended purpose, other than for the express purpose of training or testing as mutually agreed upon by Seller and Buyer in writing, prior to System Acceptance, the applicable portion of the System shall be deemed accepted by Buyer. The final payment for the applicable portion of the System shall be due and payable upon such

acceptance. The Warranty Period for the applicable portion of the System put into use together with the associated installation Services shall be deemed to have commenced concurrently with the use of the applicable portion of the System for its intended purpose. The use of the applicable portion of the System for its intended purpose shall be deemed to have occurred when Buyer commences to use and rely primarily on the applicable portion of the System for its communications.

- C. As used in the Contract, the term "Acceptance Date" shall mean and "Acceptance" of the System shall be deemed to occur upon the earlier of: (1) the date on which the System is deemed accepted pursuant to subsection (A) above, or (2) the date on which the System is deemed accepted pursuant to subsection (B) above.

SECTION 14. WARRANTIES:

A. Hardware and Services

Seller warrants for a period of twelve (12) months from the Acceptance Date (hereinafter referred to as the "Warranty Period"), that the installation Services furnished by Seller under this Contract shall be free from defects in material and workmanship and shall conform to the Contract specifications. All claims for breach of this warranty are conclusively deemed waived unless made within the Warranty Period. Hardware shall carry the manufacturers 3 year limited warranty for parts and labor. Panasonic's "Protection Plus" warranty for parts and labor may be purchased at an additional cost. All computer hardware issues shall be directed to Panasonic, at 1-800-Laptop5 and work shall be done at Panasonic's National Repair Center, Leawood, Kansas.

- B. During the Warranty Period if any component of the Hardware and Software or portion of the Installation Services fails to meet the foregoing warranties, Seller's sole obligation and Buyer's exclusive remedy under this warranty shall be the correction by Seller of the failure at Seller's option:

Seller shall research the issue and if required will correct the faulty installation. Any such failure, or the repair or replacement of the defective component or the redoing of any installation, shall not extend the Warranty Period. All warranty labor must be performed by an authorized service group approved by Seller either at its place of business, for mobile or portable equipment, or at the Buyer's location for fixed location equipment should Seller determine that it is not feasible to return the fixed location equipment to Seller's authorized service group.

- C. Seller's obligations shall not apply to: (1) Hardware and Software or components thereof which are normally consumed in operation, or (2) Hardware and Software or components thereof which have a normal life inherently shorter than the Warranty Period, or (3) defects which are the result of improper storage, use, or installation performed by other than Seller, maintenance performed by other than Seller, or repair performed by other than Seller, or (4) Hardware and Software which has been subjected to any other kind of misuse or detrimental exposure or has been involved in an accident, or (5) Hardware and Software or installations altered or repaired by any party other than Seller without Seller's prior written consent.

SECTION 15. INDEMNIFICATION:

- A.** Seller shall be responsible for and agrees to indemnify Buyer and hold Buyer harmless from and against all third-party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of Seller, Seller's officers, agents, employees, or subcontractors. Buyer agrees to notify Seller as soon as practical of any third-party claim, demand, or cause of action for which Buyer will request indemnification from Seller. Buyer will provide Seller with the necessary information and assistance to defend such claim, demand, or cause of action.
- B.** Buyer shall be responsible for and agrees to indemnify Seller and hold Seller harmless from and against all third-party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of Buyer, Buyer's officers, officials, agents, employees, or subcontractors. Seller agrees to notify Buyer as soon as practical of any third-party claim, demand, or cause of action for which Seller will request indemnification from Buyer. Seller will provide Buyer with the necessary information and assistance to defend such claim, demand, or cause of action.

SECTION 16. PATENTS:

- A.** Seller warrants that the System furnished hereunder shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If Buyer notifies Seller promptly of the receipt of any claim that the System infringes a United States patent or copyright and gives Seller information, assistance, and exclusive authority to settle and defend such claim, Seller at its own expense shall defend, or may settle, any suit or proceeding against Buyer so far as based on a claimed infringement which breaches this warranty. If, in any such suit arising from such claim, the continued use of the System for the purpose intended is enjoined by any court of competent jurisdiction, Seller shall, at its expense and option, either: (1) procure for Buyer the right to continue using the System, or (2) modify the System so that it becomes non-infringing, or (3) replace the System or portions thereof so that it becomes non-infringing, or (4) remove the System and refund the purchase price (less reasonable depreciation for use). The foregoing states the entire liability of Seller for patent or copyright infringement by the System and is subject to any limitation of total liability set forth in this Contract.
- B.** The preceding subsection (A) shall not apply to: (1) any portion of the System, which is manufactured to Buyer's design, or (2) the use of the System in conjunction with any other apparatus or material not supplied by Seller to the extent that such conjoined use causes the alleged infringement. As to any portion of the System or use described in the preceding sentence, Seller assumes no liability whatsoever for patent infringement.
- C.** THE PATENT AND COPYRIGHT WARRANTY AND INDEMNITY OBLIGATIONS RECITED ABOVE ARE IN LIEU OF ALL OTHER PATENT AND COPYRIGHT WARRANTIES AND INDEMNITIES WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY.

SECTION 17. LIMITATION OF LIABILITY:

- A. Except for Seller's liability to third parties for its willful misconduct or negligent acts or omissions as more particularly described in the Indemnification Section of this Contract, the total liability of Seller, including its subcontractors or suppliers, for all claims of any kind for any loss or damage, whether in contract, warranty, tort (including negligence or infringement), strict liability or otherwise, arising out of, connected with, or resulting from the performance or non-performance of this Contract or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware and Software, or the furnishing of any Service, shall not exceed the amount paid by Buyer allocable to the particular item of Hardware and Software, or Service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the Warranty Period.
- B. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE HARDWARE AND SOFTWARE OR ANY OTHER EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR DOWNTIME COSTS.
- C. Any action for any claim of any kind for any loss or damages arising out of, connected with, or resulting from the performance, non-performance, or breach of the Contract, or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware and Software, or the furnishing of any Services, shall be commenced within one (1) year after the cause of action accrued or it shall be deemed waived or barred.
- D. The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Contract or any other agreement.
- E. The provisions of this Section, LIMITATION OF LIABILITY, shall survive the expiration or termination of this Contract.

SECTION 18. REMEDIES:

- 1. In the event of a material breach of this Contract by Seller which shall continue for one hundred twenty (120) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to Seller by Buyer, Buyer shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Contract) and either: (1) suspend performance of its payment obligations under the Contract for as long as the breach continues uncorrected; or (2) terminate this Contract by written notice to Seller if the breach remains uncorrected.
- B. In the event of: (1) any failure by Buyer for thirty (30) or more days to make any payment when due, or (2) any other material breach of this Contract by Buyer which shall continue for one hundred twenty (120) or more days after written notice of such breach (including a reasonably detailed

statement of the nature of such breach) shall have been given to Buyer by Seller, Seller shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Contract) and either: (1) suspend performance of its obligations under this Contract for as long as the breach remains uncorrected; or (2) terminate this Contract by written notice to Buyer if the breach remains uncorrected.

SECTION 19. CONFIDENTIALITY:

A. During the term of this Contract, it is anticipated that one party (hereafter the "Disclosing Party") may disclose to the other party (hereafter the "Receiving Party") information which the Disclosing Party considers proprietary and confidential. Accordingly, with respect to any specification, drawings, sketches, models, samples, tools, technical information, confidential business information or data, in written or other tangible form which: (1) has been designated in writing by the Disclosing Party as confidential or proprietary, or (2) is of the type that the Receiving Party customarily treats as confidential or proprietary, and which is furnished by the Disclosing Party to the Receiving party in contemplation of or under this Contract (hereinafter "Information"), the Receiving Party shall treat such Information, for a period of ten (10) years after the Effective Date of this Contract, as confidential information with the same degree of care as the Receiving Party affords to confidential information of its own of a similar nature and shall not reproduce any such Information, in whole or in part, except as specifically authorized in writing by the Disclosing Party.

B. The provisions of the preceding subsection shall not apply to any Information which:

- (1) is or shall become publicly available without breach of this Section 19 Confidentiality, on the part of the Receiving Party;
- (2) is already known by the Receiving Party prior to receipt from the Disclosing Party;
- (3) is independently developed by the Receiving Party;
- (4) is rightfully obtained by the Receiving Party from third parties without restriction; or
- (5) is required to be disclosed by appropriate governmental or judicial order provided that Receiving Party gives Disclosing Party prior written notice of such order and assists Disclosing Party in taking reasonable actions to restrict such order.

C. The provisions of this Section, CONFIDENTIALITY, shall survive the expiration or termination of this Contract.

SECTION 20. COMPLIANCE:

Seller agrees to comply with all federal, state, and local laws, ordinances, codes, rules, and regulations in effect as of the Effective Date of this Contract that may in any way affect the work by Seller hereunder. Any Hardware and Software furnished by Seller under this Contract shall comply in all material respects with federal, state and local laws and regulations applicable to the manufacture, packing, sale and shipment of such Hardware and Software as of the Effective Date of this Contract and shall comply with any amendments

thereto which may have come into effect prior to the time such Hardware and Software are delivered provided that the price and, if necessary, delivery of such Hardware and Software shall be equitably adjusted to compensate Seller for the effect of compliance with any such amendments.

SECTION 21. NOTICES:

Notices and other communications between the parties shall be transmitted by facsimile or in writing to the parties at the addresses set forth below and shall be deemed effective upon receipt by the receiving party. Either party may change its address by giving notice in writing thereof to the other party.

IF TO BUYER:

Jasper County Sheriff
Attn: Randee Kaiser, Sheriff
Fax Number: 417-358-5566

IF TO SELLER:

Turn-Key Mobile, Inc.
Attn: Michael Southard
Fax Number: 314-754-9794

WITH A COPY TO:

Turn-Key Mobile, Inc.
210 Prodo Drive
Jefferson City, MO 65109
Attn: Mike Southard

SECTION 22. ORDER OF PRECEDENCE:

The Seller's Proposal and the following Exhibits are expressly incorporated herein by reference and, together with this Contract, constitute the Contract Documents. In the event of a conflict among or between the Contract Documents, the documents shall control in the order of precedence set forth below:

1. Amendments to this Contract
2. This Contract
3. Exhibit A – MSRP Discount Pricing List
4. Exhibit B – Certificate of Insurance
5. Exhibit C – Warranty
6. This Contract

SECTION 23. TERM:

The term of this Contract shall commence upon the Effective Date of this Contract for a period of five (5) years, if not disputed by either party. Contract may be terminated 90 days following written notice by either party.

SECTION 24. ENTIRE AGREEMENT:

This Contract together with all Exhibits and Seller's Proposal which is incorporated herein by reference constitute the entire understanding and agreement between Buyer and Seller concerning the subject matter hereof and any negotiations, prior discussions, representations, promises, understandings, proposals, agreements, warranties, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on either party. SELLER DOES NOT ASSUME ANY OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SALE OF THE SYSTEM OTHER THAN THOSE EXPRESSLY STATED IN THIS CONTRACT AND DOES NOT AUTHORIZE ANY PERSON (INCLUDING SELLER'S MANUFACTURER'S REPRESENTATIVES AND SALES AGENTS) TO ASSUME FOR SELLER ANY OTHER OBLIGATIONS OR LIABILITIES.

SECTION 25. AMENDMENT:

No modification or amendment or other change to this Contract shall be binding on either party unless set forth in a writing signed by both Buyer and the Project Manager or other authorized representative of Seller.

SECTION 26. SEVERABILITY:

The invalidity, in whole or in part, of any Section or part of any Section of this Contract shall not affect the validity of the remainder of such Section or the Contract.

SECTION 27. WAIVER:

No term of this Contract may be waived except in a writing signed by the party waiving enforcement. No term of this Contract shall be deemed to be waived by reason of any failure to previously enforce such term.

SECTION 28. HEADINGS:

Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Contract.

SECTION 29. GOVERNING LAW:

The validity, performance and all matters relating to the interpretation and effect of this Contract and any amendment thereto shall be governed by the laws of the State of Missouri, County of Cole, excluding its rules with respect to conflict of laws.

SECTION 30. ASSIGNMENT; SUCCESSORS AND ASSIGNS:

This Contract may not be assigned by either Seller or Buyer without the prior written consent of the other party whose consent shall not be unreasonably withheld. The terms and provision of this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

SECTION 31. COOPERATIVE PURCHASING AGREEMENT:

In accordance with RSMo. 34.046, Buyer and Seller each agree to allow other governmental entities the option to purchase directly from this contract.

Missouri Revised Statutes, Chapter 34, Section 34.046

Contract directly with other governmental entities for purchase of supplies.

34.046. The commissioner of administration may contract directly with other governmental entities for the purchase of supplies. The commissioner of administration may also participate in, sponsor, conduct or administer a cooperative purchasing agreement whereby supplies are procured in accordance with a contract established by another governmental entity provided that such contract was established in accordance with the laws and regulations applicable to the establishing governmental entity.

IN WITNESS WHEREOF, Buyer and Seller have executed this Contract.

BUYER

JASPER COUNTY SHERIFF'S OFFICE

By: [Signature]

Name: RANDY KASPER

Title: SHERIFF

Date: _____

WITNESS:

[Signature]

Witness Name: Derek Waisud

SELLER

TURN-KEY MOBILE, INC.

By: [Signature]

Name: Michael Southard

Title: Owner

Date: 3/15/21

WITNESS:

[Signature]

Witness Name: Phil Coffey

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to approve the issuance of purchase orders to Motorola Solutions totaling \$241,916.10 for the purchase of thirty (30) mobile radios and fifteen (15) handheld radios for the Police Department.

Recommendations:

Council approval to issue purchase orders.

Background:

Mobile and handheld radios are an essential piece of equipment required for performance of the public safety duties of the Police Department. Mobile radios are installed directly into police vehicles, while handheld radios are carried by officers. The Department has implemented a replacement program for all radios, and is requesting to issue purchase orders for the 2024/2025 fiscal year replacements. All radios purchased must meet specifications for regional interoperability and encryption. Motorola radios are the department standard and are used regionally for other agencies who also use our radio system.

The purchase orders being requested, if approved, will be issued against the Johnson County, KS Contract No. 21810. 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 have been established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through the competitive bidding process.

Approval of this item shall authorize change orders up to a total of ten (10) percent of the authorized amount, provided appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$241,916.10 for fiscal year 2024-25. Mobile and handheld radios are included in the Police Department's 2024-25 approved budget, on page 245, Fund 016, Public Safety Sales Tax, account numbers 0164564-5404 (mobiles) and 0164562-5405 (handhelds).

Council Action:

REVIEWERS

Dennea Leap
Jason Petersen
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Motorola handheld radio's quote #1 -quote 2811529
2. Motorola handheld radio's quote #2 - quote 2810800
3. Motorola handheld radio's quote #3 - quote 2812410
4. Johnson County KS Motorola Contract



INDEPENDENCE, CITY OF

APX 6000 + TDMA (2)

09/19/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

09/19/2024

INDEPENDENCE, CITY OF
Attn. Doug Christianson
223 N. Memorial Drive
Independence, MO 64050

RE: Motorola Quote for APX 6000 + TDMA (2)

Dear Deputy Chief Jason Petersen,

Motorola Solutions is pleased to present INDEPENDENCE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide INDEPENDENCE, CITY OF with the best products and services available in the communications industry. Please direct any questions to Ryan Zidar at Ryan.Zidar@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Ryan Zidar
Sr. Account Executive

Billing Address:
 INDEPENDENCE, CITY OF
 Attn. Doug Christianson
 223 N. Memorial Drive
 Independence, MO 64050
 US

Quote Date:09/19/2024
 Expiration Date:12/26/2024
 Quote Created By:
 Ryan Zidar
 Sr. Account Executive
 Ryan.Zidar@
 motorolasolutions.com
 773-497-1399

End Customer:
 INDEPENDENCE, CITY OF
 Deputy Chief Jason Petersen

Contract: 21810 - JOHNSON COUNTY
 (KS)

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	2	\$3,595.00	\$2,157.00	\$4,314.00
1a	HA00690AA	ADD: 7Y ESSENTIAL SERVICE HTP	2	\$386.00	\$386.00	\$772.00
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING	2	\$330.00	\$198.00	\$396.00
1c	QA05571AA	ALT: LI-ION IMPRES 2 IP68 4850 MAH	2	\$133.35	\$80.01	\$160.02
1d	H301CN	DEL: DELETE BELT CLIP/ BASIC CARRY	2	-\$10.00	-\$6.00	-\$12.00
1e	Q498AY	ENH: ASTRO 25 OTAR W/ MULTIKEY	2	\$814.00	\$488.40	\$976.80
1f	H38BT	ADD: SMARTZONE OPERATION	2	\$1,320.00	\$792.00	\$1,584.00
1g	QA09113AB	ADD: BASELINE RELEASE SW	2	\$0.00	\$0.00	\$0.00
1h	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	2	\$567.00	\$340.20	\$680.40
1i	Q629AK	ENH: AES ENCRYPTION AND ADP	2	\$523.00	\$313.80	\$627.60
1j	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	2	\$6.00	\$3.60	\$7.20
1k	QA00580AC	ADD: TDMA OPERATION	2	\$495.00	\$297.00	\$594.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2	PMNN4487A	BATT IMPRES 2 LIION R IP68 4850T	2	\$218.30	\$113.00	\$226.00
3	PMLN5659B	APX6000 CC 2.75 SWL BL 4200MAH	2	\$79.92	\$47.95	\$95.90
4	NNTN8860ATAA	TAA CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US	2	\$225.70	\$135.42	\$270.84
Miscellaneous Items						
5	PMMN4062A	IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	2	\$117.70	\$70.62	\$141.24
Grand Total					\$10,834.00(USD)	

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Independence Police Department

APX 6000 (13)

09/18/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

09/18/2024

Independence Police Department
Attn. Doug Christianson
223 North Memorial Drive
Independence, MO 64050

RE: Motorola Quote for APX 6000 (13)

Dear Deputy Chief Jason Petersen,

Motorola Solutions is pleased to present Independence Police Department with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Independence Police Department with the best products and services available in the communications industry. Please direct any questions to Ryan Zidar at Ryan.Zidar@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Ryan Zidar
Sr. Account Executive

Billing Address:
 INDEPENDENCE, CITY OF
 Attn. Doug Christianson
 223 North Memorial Drive
 Independence, MO 64050
 US

Quote Date:09/18/2024
 Expiration Date:12/26/2024
 Quote Created By:
 Ryan Zidar
 Sr. Account Executive
 Ryan.Zidar@
 motorolasolutions.com
 773-497-1399

End Customer:
 Independence Police Department
 Deputy Chief Jason Petersen

Contract: 21810 - JOHNSON COUNTY
 (KS)

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	13	\$3,595.00	\$2,157.00	\$28,041.00
1a	HA00690AA	ADD: 7Y ESSENTIAL SERVICE HTP	13	\$386.00	\$386.00	\$5,018.00
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING	13	\$330.00	\$198.00	\$2,574.00
1c	QA05571AA	ALT: LI-ION IMPRES 2 IP68 4850 MAH	13	\$133.35	\$80.01	\$1,040.13
1d	H301CN	DEL: DELETE BELT CLIP/ BASIC CARRY	13	-\$10.00	-\$6.00	-\$78.00
1e	Q498AY	ENH: ASTRO 25 OTAR W/ MULTIKEY	13	\$814.00	\$488.40	\$6,349.20
1f	H38BT	ADD: SMARTZONE OPERATION	13	\$1,320.00	\$792.00	\$10,296.00
1g	QA09113AB	ADD: BASELINE RELEASE SW	13	\$0.00	\$0.00	\$0.00
1h	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	13	\$567.00	\$340.20	\$4,422.60
1i	Q629AK	ENH: AES ENCRYPTION AND ADP	13	\$523.00	\$313.80	\$4,079.40
1j	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	13	\$6.00	\$3.60	\$46.80



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States • 60661 • #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2	PMNN4487A	BATT IMPRES 2 LIION R IP68 4850T	13	\$218.30	\$113.00	\$1,469.00
3	PMLN5659B	APX6000 CC 2.75 SWL BL 4200MAH	13	\$79.92	\$47.95	\$623.35
4	NNTN8860ATAA	TAA CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US	13	\$225.70	\$135.42	\$1,760.46
Miscellaneous Items						
5	PMMN4062A	IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	13	\$117.70	\$70.62	\$918.06
Grand Total					\$66,560.00(USD)	

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Independence Police Department

APX 6500 (30)

09/19/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

09/19/2024

Independence Police Department
Attn. Doug Christianson
223 N. Memorial Drive
Independence, MO 64050

RE: Motorola Quote for APX 6500 (30)

Dear Deputy Chief Jason Petersen,

Motorola Solutions is pleased to present Independence Police Department with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Independence Police Department with the best products and services available in the communications industry. Please direct any questions to Ryan Zidar at Ryan.Zidar@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Ryan Zidar
Sr. Account Executive

Billing Address:
 INDEPENDENCE, CITY OF
 Attn. Doug Christianson
 223 N. Memorial Drive
 Independence, MO 64050
 US

Quote Date:09/19/2024
 Expiration Date:12/26/2024
 Quote Created By:
 Ryan Zidar
 Sr. Account Executive
 Ryan.Zidar@
 motorolasolutions.com
 773-497-1399

End Customer:
 Independence Police Department
 Deputy Chief Jason Petersen

Contract: 21810 - JOHNSON COUNTY
 (KS)

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	30	\$3,383.12	\$2,029.87	\$60,896.10
1a	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	30	\$604.80	\$604.80	\$18,144.00
1b	G51AU	ENH: SMARTZONE OPERATION APX6500	30	\$1,320.00	\$792.00	\$23,760.00
1c	G67DT	ADD: REMOTE MOUNT E5 APXM	30	\$327.00	\$196.20	\$5,886.00
1d	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	30	\$0.00	\$0.00	\$0.00
1e	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	30	\$814.00	\$488.40	\$14,652.00
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	30	\$66.00	\$39.60	\$1,188.00
1g	G843AH	ADD: AES ENCRYPTION AND ADP	30	\$523.00	\$313.80	\$9,414.00
1h	G89AC	ADD: NO RF ANTENNA NEEDED	30	\$0.00	\$0.00	\$0.00
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	30	\$0.00	\$0.00	\$0.00
1j	G806BL	ENH: ASTRO DIGITAL CAI OP APX	30	\$567.00	\$340.20	\$10,206.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	GA01670AA	ADD: APX E5 CONTROL HEAD	30	\$717.00	\$430.20	\$12,906.00
1l	W22BA	ADD: STD PALM MICROPHONE APX	30	\$79.00	\$47.40	\$1,422.00
1m	QA09113AB	ADD: BASELINE RELEASE SW	30	\$0.00	\$0.00	\$0.00
1n	G361AH	ENH: P25 TRUNKING SOFTWARE APX	30	\$330.00	\$198.00	\$5,940.00
1o	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	30	\$6.00	\$3.60	\$108.00

Grand Total **\$164,522.10(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



**AMENDMENT NO. 6
TO THE JOHNSON COUNTY PURCHASING AGREEMENT
BETWEEN JOHNSON COUNTY, KANSAS AND MOTOROLA SOLUTIONS, INC.**

This Amendment No. 6 to the Johnson County Purchasing Agreement, Contract No. 07-13201/DL v. 3-12-13 dated March 19, 2013 ("Agreement") is made and entered into between Johnson County Kansas ("Customer") and Motorola Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware ("Motorola" "Contractor" or "Party") (collectively "Parties").

WHEREAS, the Parties entered into the Agreement on March 19, 2013, under which the County agreed to purchase and Motorola agreed to sell an ASTRO 25 800 MHz Radio System Expansion and subsequent future equipment and software; and,

WHEREAS, the Parties, entered in Amendment No. 1 to facilitate future purchases of equipment, software and services pursuant to the terms and conditions of the Agreement by updating Exhibit G, Motorola APC Discount Schedule 1-23-13; and,

WHEREAS, the Parties later entered into Amendment 4, to accommodate future purchases of equipment, software and services by updating Exhibit G, Motorola APC Discount Schedule 4-23-15; and

WHEREAS, the Parties later entered into Amendment 5, to amend the Agreement extending it for a period of six months; and

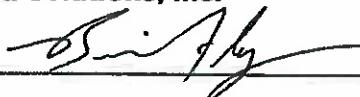
WHEREAS, the Parties, pursuant to Section 16.9 of the Agreement wish to amend the Agreement to extend the Agreement for a period of twelve months, to allow the Parties to work out details and add additional newer equipment to a new, longer-term agreement.

NOW, THEREFORE, in consideration of the mutual promises and the good and valuable consideration thereof, the Parties hereby enter into this Amendment No. . All terms and conditions of the Agreement shall remain in full force and effect, except as modified herein solely for the purpose of the work being performed under this Amendment. If any conflicts arise due to this Amendment, this Amendment's additional/supplemental terms and conditions shall prevail over the Agreement. The Parties agree that the following provisions are incorporated into this Amendment for the purposes of carrying out the work included in the Proposal:

1. The Contract Term shall be extended from August 1, 2024 to August 1, 2025.

The Parties hereby enter into this Amendment as of the last date signed below:

Motorola Solutions, Inc.

By: 

Name: Brian Flynn

Title: Area Sales manager

Date: August 5th, 2024

Customer

By: 

Name: Horth Hunsinger

Title: Communications Services Mgr

Date: 5 August 2024

**AMENDMENT NO. 5
TO THE JOHNSON COUNTY PURCHASING AGREEMENT
BETWEEN JOHNSON COUNTY, KANSAS AND MOTOROLA SOLUTIONS, INC.**

This Amendment No. 5 to the Johnson County Purchasing Agreement, Contract No. 07-13201/DL v. 3-12-13 dated March 19, 2013 ("Agreement") is made and entered into between Johnson County Kansas ("Customer") and Motorola Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware ("Motorola" "Contractor" or "Party") (collectively "Parties").

WHEREAS, the Parties entered into the Agreement on March 19, 2013, under which the County agreed to purchase and Motorola agreed to sell an ASTRO 25 800 MHz Radio System Expansion and subsequent future equipment and software; and,

WHEREAS, the Parties, entered in Amendment No. 1 to facilitate future purchases of equipment, software and services pursuant to the terms and conditions of the Agreement by updating Exhibit G, Motorola APC Discount Schedule 1-23-13; and,

WHEREAS, the Parties later entered into Amendment 4, to accommodate future purchases of equipment, software and services by updating Exhibit G, Motorola APC Discount Schedule 4-23-15; and

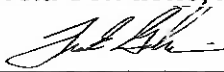
WHEREAS, the Parties, pursuant to Section 16.9 of the Agreement wish to amend the Agreement to extend for a period of six months, to allow the Parties to work out details and add additional newer equipment to a new, longer-term agreement.

NOW, THEREFORE, in consideration of the mutual promises and the good and valuable consideration thereof, the Parties hereby enter into this Amendment No. 5. All terms and conditions of the Agreement shall remain in full force and effect, except as modified herein solely for the purpose of the work being performed under this Amendment. If any conflicts arise due to this Amendment, this Amendment's additional/supplemental terms and conditions shall prevail over the Agreement. The Parties agree that the following provisions are incorporated into this Amendment for the purposes of carrying out the work included in the Proposal:

1. The Contract Term shall be extended from February 1, 2024 – August 1, 2024.

The Parties hereby enter into this Amendment as of the last date signed below:

Motorola Solutions, Inc.

By: 

Name: Frank Galvin

Title: Vice President, Central US and Canada

Date: January 30, 2024

Customer

By: 

Name: North Hunsinger

Title: Communications Services Manager

Date: 30 January 2024

**Amendment No 4 To
Communications System Agreement
(Contract Number 07-13201/DL v.3-12-13)**

This Amendment No. 4 to the Communications System Agreement, contract number 07-13201/DL v.3-12-13, ("CSA" or "Agreement") is made by and between Johnson County, Kansas ("County" or "Party" or "Licensee"), and Motorola Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware ("Motorola" or "Contractor" or "Party") (collectively "Parties"). This Amendment No. 3 amends the Agreement identified above.

RECITALS

WHEREAS, the Parties entered into the Agreement dated March 19, 2013, under which the County agreed to purchase and Motorola agreed to sell an ASTRO 25 800 MHz Radio System Expansion and subsequent future equipment and software as to which the Parties may agree; and,

WHEREAS, the Parties entered into Amendment No.1 to facilitate future purchases of equipment, software and services pursuant to the terms and conditions of the CSA by updating Exhibit G, Motorola APC Discount Schedule 1-23-13; and,

WHEREAS, the Parties, pursuant to Section 16.9 of the CSA, wish to amend the CSA to accommodate such future purchases of equipment, software and services by updating Exhibit G, Motorola APC Discount Schedule 4-23-15;

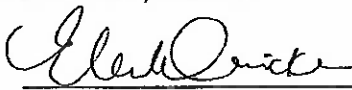
NOW, THEREFORE, the Parties agree that the CSA shall be amended as follows:

1. Amendment No. 4 shall only apply to purchase orders made after the execution of this Amendment and shall not apply to prior purchases pursuant to the CSA.
2. Section 1 – Exhibits B shall only apply to the ASTRO 25 800 MHz Radio System Expansion purchased pursuant to the CSA. Section 1 is hereby amended to replace Exhibit G with the attached Exhibit G, Motorola APC Discount Schedule and Bundled Radio Packages dated 02-05-18..

This Amendment No. 4 is effective on February 05, 2018..

BY SIGNING BELOW, both parties hereto accept this Amendment Number 4 to the Agreement. Except as amended herein, all the terms and conditions of the Agreement, as previously modified, remain unchanged and in full force and effect.

JOHNSON COUNTY, KANSAS

BY: 
NAME: Ellen Wernicke
TITLE: Director
DATE: 2-14-2018

MOTOROLA SOLUTIONS, INC.

BY: 
NAME: Ali Kapadia
TITLE: MSSSI Vice President
DATE: 2.14.18

Motorola Solutions, Inc.
1303 E. Algonquin Road
Schaumburg, IL 60196

February 5, 2018

Ellen Wernicke
Director of Emergency Communications
Johnson County Kansas
11880 S. Sunset Dr
Olathe, KS 66061

Subject: Contract 07-13201/DL / Amendment 4

Auto Renew
Valid 2-1-23
thru 2-1-24

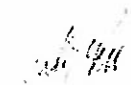
Ms Wernicke;

As part of our commitment to Johnson County we routinely review and update the contract to insure you are getting the best value. With this amendment you will find that the discount levels of our most popular subscriber radios have increased and in addition we included some replacement products for expiring ones, thus keeping the contract fresh and relevant to Johnson County.

We thank you for the opportunity to serve Johnson County with our communications solutions and hope to continue our relationship by providing you with the best products and services available in the communications industry.

Sincerely,

MOTOROLA SOLUTIONS, INC.



Ali Kapadia
Territory Vice President
Government & Public Safety

Attachment:

Johnson County, KS
 Motorola Contract #07-
 13201DL
 Exhibit G 02-05-2018
 1/9/2012 rev 4/21/15-5/12/15

Infrastructure	APC	Product	Discount
	112	GTR8000 Stations	25.0%
	147	Router Equipment	25.0%
	222	Software	0.0%
	228	Centra Com Gold Elite	25.0%
		Centra Com Gold Elite	
	244	Accessories	25.0%
	280	Zone Controller	25.0%
	281	Zone Manager	25.0%
	404	Gold Series Elite Accessories	25.0%
	443	MCC7500	25.0%
	495	Field Replacement Units (FRU)	25.0%
	509	Quantar Stations	25.0%
	524	ASTRO DUI	25.0%
	675	QTAR SZ Intellirepeater	15.0%
	729	Software	0.0%
	823	Software	0.0%
	877	Master Site ASTRO	15.0%
	888	Astro Secure Equipment	25.0%

Subscriber	APC	Product	Discount
	430	Software (Flash) Upgrade	27.5%
	466	APX1500	40.0%
	471	APX4500	40.0%
	426	APX 4000 Portable	40.0%
	481	APX 6000 Portable	40.0%
	527	APX 6500 Mobile	40.0%
	536	APX 3000 Portable	40.0%
	655	APX 7000 Portable	40.0%
	656	APX 7500 Mobile	40.0%
	756	APX 6000 XE Portable	40.0%
	761	APX consolette	40.0%
	837	APX 1000 Portable	40.0%
	579	APX 8000 Portable	40.0%
	681	APX 8500 Mobile	40.0%
	837	APX 900 Portable	40.0%

Accessories - Subs	APC	Product	Discount
	115	Portable Accessories	40.0%
	256	Portable Accessories	40.0%
	271	Carrying Cases	40.0%
	291	batt management	40.0%
	372	Portable Accessories	40.0%
	453	battery	40.0%
	476	Portable Accessories	40.0%
	481	antenna	40.0%
	555	antenna	40.0%
	644	Mobile Accessories	40.0%
	706	Mobile Accessories	40.0%
	742	audio accessory	40.0%
	785	Chargers/Reconditioners	40.0%
	785	Portable Accessories	40.0%
	795	Portable Accessories	40.0%

Wireless Broadband	APC	Product	Discount
--------------------	-----	---------	----------

117	Private Label RF Links	0.0%
214	MOSCAD Hardware	15.0%
224	Point-to-MultiPoint	15.0%
382	MOSCAD Software	15.0%
403	RNC3000 Data Controllers	15.0%
469	Network Fault Management	15.0%

Drop ship	APC	Product	Discount
	124	MC3000 Desktop Controller	8.0%
	131	Networking Products	15.0%
	131	Premysis Channel Banks	10.0%
	207	Coax Cable	8.0%
	207	Tower	8.0%
	207	Site Development	8.0%
		NICE Logging	
	229	Recorder/Accessories	23.9%
	262	Control Station Cables	8.0%
	329	Site Buildings	15.0%
	415	Monitors	24.0%
	457	Minitor V Pagers	8.0%
	515	After Market Site Equipment	8.0%
	708	Computers	8.0%

Services	APC	Product	Price
	127	Portable Programming	\$60.00
	127	Mobile Programming	\$60.00
	127	Flash Upgrade	\$60.00
	127	Mobile Dash Mount Install	\$257.00
	127	Mobile Trunk Mount Install	\$354.00
	127	Mobile Dual Control Head Install	\$591.00
	127	Motorcycle Install	\$492.00
	127	Mobile Removal	\$60.00
	127	Control Station Install	\$1,335.00
	127	Template Building (Qty 20)	quote

Motorola may adjust rates periodically, but no more than once each calendar year. When making the adjustment, the rates shown above will be increased by the cumulative change in CPI-W (the US City Average Consumer Price Index for Urban Wage Earners and Clerical Workers) from January 2013 to the latest month for which statistics are available when the increase is implemented.

Above pricing does not include:

- Program Management Coordination
- Interface and hardware to David Clark/Firecom equipment
- Mobile installation hardware (i.e. faceplates/mounting brackets/equipment accessories)
- Relocation of existing equipment
- Loading ID's into Zone Controller

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve a construction contract as part of the Square Streetscape Project (No. 111902).

Recommendations:

Council approval is recommended.

Background:

There were 3 construction bids for this project.

JM Fahey Construction	\$2,236,594.50
Gunter Construction Company	\$2,354,891.00
MegaKC Corporation	\$2,586,300.00

The Square Streetscape Project (No. 111902) includes, but is not limited to, the reconstruction of sidewalks, electrical,

lighting, irrigation, landscaping, hardscaping, and additional improvements to the roadways adjacent to, and in the area of,

the Historic Independence Square and Truman Courthouse.

This is a budgeted capital project eligible for up to \$3 million in grant reimbursements through a Housing and Urban

Development Grant through Congressman Cleaver's Office and \$727,497.10 in Community Development Block Grant funding.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$2,460,253.95 including a 10% contingency. This project is eligible for up to

\$3,727,497.10 in grant reimbursements. Funding for the Square Streetscape Project (No. 111902) is included in the FY 24

budget, page 183, account number 111902-C-0517051-5406.

Council Action:

REVIEWERS

Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Management Analyst Memo Square Streetscape Phase 1
2. Official Bid Tab Summary - ITB #24060 - Square Streetscape Ph. 1 - Project No. 111902
3. Square Streetscape - Project Rendering



MEMORANDUM

DATE: November 15th, 2024
TO: Honorable Mayor & Members of the City Council
FROM: Andrew R. Frazier, Management Analyst
SUBJECT: Square Streetscape Phase 1 City Project No. 111902



I have reviewed the bid information to ensure compliance with the contracting process per Section 1.43.007(D) of the City Code. Before you is an ordinance authorizing the City Manager to enter into an agreement with JM Fahey Construction Company for \$2,236,594.50. The extent of the work includes reconstruction of sidewalk, electrical, lighting, irrigation, landscaping, hardscaping, and any additional improvements to the roadways adjacent to and in the area of the Independence Square and Truman Historic Courthouse (Phase 1 of the Square Streetscape project). This also includes mobilization, traffic control, post-construction survey, and all appurtenant work.

City staff provided the Management Analyst with all applicable documents under the bidding process, including verifying actions related to the bidding process. This is a satisfactory agreement, and all parties have fulfilled their obligations accordingly. The contract with JM Fahey Construction Company will cover the required work outlined in Phase 1 of the Square Streetscape Project.

Per Section 34.040 of the Missouri Revised Statutes regarding Competitive Bidding and Chapter 8, Article 6 of the Independence Code, Municipal Services received three bids after being published on the public purchase website. In addition to the JM Fahey Construction Company bid, Municipal Services received one bid from Gunter Construction Company totaling \$2,354,891.00 and another from MegaKC Corporation totaling \$2,586,300.00. The Municipal Services staff reviewed each of the firm's qualifications and decided to pursue JM Fahey Construction Company's bid of \$2,236,594.50. JM Fahey Construction Company's bid is complete and the lowest of the three finalists.

JM Fahey Construction Company is headquartered in Grandview, MO. They have provided references of their completed projects that are similar in size and scope, including projects in Grandview, MO, Lee's Summit, MO, and Kansas City, MO.

Additional bid documentation includes personnel qualifications, a list of current and past projects, worker's compensation data, certificate documentation of authority allowing business in Missouri, and OSHA Form 300A.



All bid documents have been reviewed, and I find no provision that would be considered harmful or unacceptable to the City. As required, a bid bond has been submitted for 5% of the contract.

Please let me know if you should have any further questions regarding this matter.

Respectfully,

Andrew R. Frazier, MPA
Management Analyst

- C. Zachary Walker, City Manager
Lisa Reynolds, Director of Municipal Services
Susanne Holland, City Clerk

Invitation to Bid #24060 - Bid Tabulation Results**Square Streetscape****CITY PROJECT NO. 111902****FEDERAL PROJECT NO: B-23-CP-MO-0905****15-Nov-24**

<u>Contractor</u>	<u>Bid Total</u>
JM Fahey Construction Company	\$ 2,236,594.50
Gunter Construction Company	\$ 2,354,891.00
Mega KC Corporation	\$ 2,586,300.00



INDEPENDENCE SQUARE STREETSCAPE | WEST MAPLE AVENUE CENTRAL BUMP-OUT

vireo



INDEPENDENCE SQUARE STREETSCAPE | WEST MAPLE AVENUE NORTHEAST CORNER

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to approve the IBEW-IPL Collective Bargaining Agreement

Recommendations:

Staff recommends Council approval

Background:

This is the collective bargaining agreement between the International Brotherhood of Electrical Workers (IBEW) representing Independence Power and Light members and the City of Independence. It is a three-year agreement that includes three percent annual wage adjustments each year for the life of the contract. These wage adjustments enable IPL to be competitive in recruiting and maintaining current staff members.

Emergency Justification:**Fiscal Impact:**

The three percent increase results in an approximate \$300,000 annual increase in the IPL utility budget.

Council Action:

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

REVIEWERS

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. IPL CBA -- 2024 Tentative Agreement_11-14-24
2. IPL CBA -- 2024 Tentative Agreement

AGREEMENT
between
CITY OF INDEPENDENCE, MO.
and
LOCAL UNION 53 INTERNATIONAL
BROTHERHOOD
OF
ELECTRICAL WORKERS

November 17, 2024 - October 31, 2027

Approved By Council Action on

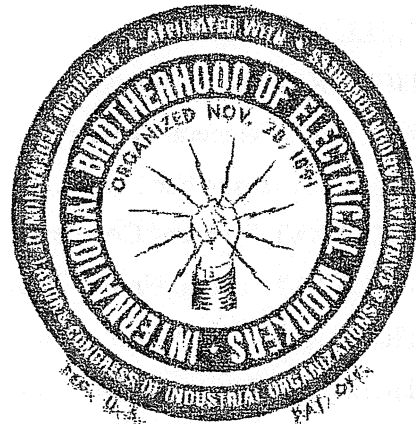


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MEMORANDUM OF AGREEMENT

This Agreement effective this upon ratification and adoption by the City Council, by and between the City of Independence (hereinafter referred to as the "City") and Local Union 53 of the International Brotherhood of Electrical Workers, affiliated with the A.F. of L. - C.I.O. (hereinafter referred to as the "Union"), provides:

ARTICLE 1 Purpose of Agreement

The City and the Union desiring to define their respective rights, duties, and obligations concerning wages, work rules, and other conditions of employment, for certain employees of the City, have agreed that this Memorandum of Agreement records the results of completed discussions. It is the intent of both parties that all provisions of this Agreement be strictly construed and governed by the provisions of the Charter of the City of Independence, Missouri, adopted December 5, 1961, as amended.

ARTICLE 2 Recognition

Section 1. The City recognizes the Union as exclusive bargaining representative of all employees covered by the classifications listed in Exhibit "A" attached hereto and made a part hereof (and this Agreement covers only the employees in such job classifications) and as bargaining representative for future employees in such classifications.

Section 2. This Agreement shall be binding upon the City and upon all employees holding membership in the above designated bargaining unit.

ARTICLE 3 Union Membership & Check-Off

Section 1. Each new employee may become a member of the Union.

Section 2. Each employee covered herein, who on the effective date of this Agreement is a member of the Union in good standing, and each employee who becomes a member after that date may maintain his membership in the Union.

Section 3. During the life of this Agreement, the City agrees to deduct from the employee's wages initiation fees and dues as directed and authorized in writing by the employee. Authorization for such deductions shall remain in force until revoked by written notice to the employer not less than thirty (30) days prior to the date the employee wishes the deduction to be terminated. Remittance of the initiation fees and dues so collected each month shall be made to the Financial Secretary of the Local Union. Such deduction shall be made from each payroll for the dues of the current pay period and any back dues, if owed.

Section 4. The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City for the purpose of complying with any of the provisions of this Article III, or in reliance on any list, notice or assignment furnished under any of such provisions.

Section 5. The City shall provide a suitable bulletin board at each of its installations for posting notices of the City and the Union. Union notices shall be mutually agreed upon by the Union Representative and the Power & Light Director.

Section 6. The City agrees to first solicit for new full-time employees for those classifications within the IPL bargaining unit from among the existing employees in the IPL bargaining unit, if not specifically provided for in promotion, bidding and/or recall procedures of the Agreement, except for promotion from within the IPL bargaining unit to the lowest position in a line of progression. If such employees are not available from the IPL bargaining unit, within forty-eight (48) hours after notice, the City reserves the right to recruit and hire such employees outside the Union. The City shall be the final judge of qualifications of applicants in every case.

Section 7. The City will promptly notify the Union in writing when new employees are hired for classifications included within the bargaining unit.

ARTICLE 4 Management

Section 1. The Union and its members recognize the sole right of the City to determine its operating policies and manage its business in the light of experience, business judgment, and changing conditions; and among such functions are the right to direct the working forces, including the right to hire, suspend or discharge for just cause, transfer, maintain discipline and efficiency of employees, and enforce reasonable work rules, determine the number of employees it will have in its service at any time, determine the qualification of employees for the performance of the duties of specific jobs, and the right to relieve employees from duty because of lack of work, or for other reasons, provided that this will not be used for the purpose of discrimination against any member or members of the Union. It is understood and agreed that the functions of management listed herein are not all-inclusive and that all such rights, powers or authority not covered by this Agreement shall be retained by the City.

Section 2. The Union agrees that its members will individually and collectively perform efficient, faithful, and diligent service; that it will use its influence to cause its members to protect the property of the City from injury; and that it will at all times cooperate with the City in improving the ability and efficiency of the employees and thereby make the service of the City more desirable, economical and attractive to the public. The City and the Union shall jointly establish and maintain an adequate training program, including apprenticeship programs for the classification of Journeyman Lineman, and may also establish and maintain such programs for Journeyman Power Plant Mechanics, Journeyman Power Plant Electricians, and Journeyman Metermen, if the need arises. Before any individual enters an apprenticeship program, the parties and the employee will enter into a separate side-agreement establishing the program requirements, the conditions for maintaining eligibility to continue in the program, the conditions that will result in disqualification from the program, and any other matters that should be addressed before commencing with the program. The parties have negotiated the language to be included in such agreements during the negotiations for this Agreement. The parties jointly acknowledge that apprenticeship programs will not be active when the City has no apprentice on the payroll, and nothing herein requires the City to have apprentices at any given time.

Section 3. No Strikes No Lockouts - During the term of this Agreement, the City agrees that there will be no lockout, and the Union agrees on behalf of itself and the employees represented by it, that there will be no concerted failure to report to work, cessation, or interruption of work slowdown, strike, boycott, or any type of organized or concerted interference, express or implied, direct, indirect, or coercive or otherwise, with the City's business. The Union further agrees that, should any such acts be committed by employee or employees, it will discourage said acts.

It is mutually understood and agreed that the City shall have the right to take disciplinary action, including discharge, against any employee who may engage in any unauthorized stoppage, strike, slowdown, or who is negligent in the performance of the work of the City, subject to the Union's right to present a grievance with respect to such discipline in accordance with the terms of this Agreement, in those cases in which an issue of fact exists as to whether or not any particular employee is engaged in participating or encouraging any violation of the provisions hereof.

Section 4. Temporary Employees - When additional temporary employees are needed to supplement the City Power & Light Department regular work force, the City agrees to obtain such employees by contracting with firms signatory to the agreement between Missouri Valley Line Constructors Chapter, Inc., National Electrical Contractors Association, Inc., and Local 53, International Brotherhood of Electrical Workers covering all work necessary to perform the temporary needs for all classifications for Utilities and Municipally owned systems.

If the contractor is unable to provide the requested number of employees pursuant to the above paragraph, the City shall be free to use any method to do so.

The City agrees employees obtained pursuant to this provision will not be used to abrogate the general practice of the City maintaining a sufficient work force of regular employees to take care of its normal volume of work. However, the City will look first within the Bargaining Unit and then may use temporary employees for positions in the process of being eliminated through attrition.

ARTICLE 5 Employee Service

Promotions - Demotions - Layoffs - Bidding

Section 1. Definitions:

- (a) The term "employees" shall include "probationary" and "regular" employees as hereinafter in this subsection defined. The term "probationary employee" means any individual engaged by the City for regular employment in the bargaining unit who has not completed six (6) months of continuous service with the City. The term "regular employee" means any individual engaged by the City for regular employment who has completed six (6) months of continuous service with the City.
- (b) The term "service rights" means the rights accruing to regular employees through Utility, Divisional or Job Service, which entitles them to preferences provided for in this Agreement.

An employee who resigns from the City or is discharged for cause shall lose all service rights.

- (c) A "line of progression" is a sequence of related job classifications within a department or a division providing advancement for qualified employees therein. All lines of progression are specifically set forth in Exhibit B.

Section 2. Utility, Divisional and Job Service:

- (a) After a probationary employee has satisfactorily completed six (6) consecutive months of employment within the bargaining unit, the employee establishes six (6) months of "Utility Service" and becomes a regular employee. Once having established Utility Service, the employee will accumulate additional Utility Service, according to the employee's total length of employment with the Utility, unless broken by resignation, layoff, or discharge.
- (b) After a probationary or regular employee has satisfactorily completed six (6) consecutive months of employment in a division of the Power & Light Department, the employee establishes six (6) months of "Divisional Service" therein. Once having established Divisional Service in a division, the employee will accumulate additional Divisional Service therein according to the employee's total length of employment in that division unless broken by resignation, layoff, or discharge.

Divisions of the Power & Light Department are as follows: Administration, Support Services, Production, Transmission & Distribution, Engineering, and Operations.

- (c) After a probationary or regular employee has satisfactorily completed six (6) consecutive months of employment in a job classification, the employee establishes six (6) months of "Job Service" therein. Once having established service in a job classification, the employee will accumulate additional service therein according to the employee's total length of employment in that job classification unless broken by resignation, layoff, or discharge.
- (d) No new employee hired as a Journeyman Lineman, Journeyman Meterman, Journeyman Power Plant Electrician or Journeyman Power Plant Mechanic may accrue Job Service within a classification over apprentices serving in their last year of apprenticeship for the same classification.

It is understood by the parties that any apprentices as defined in the work agreement between the Union and the City that are hired by the City from outside the bargaining unit shall not accrue job seniority over apprentices that are currently in the Department's apprenticeship program.

- (e) If Job Service among employees in a Division is equal, the total service in the line of progression shall govern; if the total service in the line of progression is equal, Divisional Service shall govern; and if Divisional Service is equal, Utility Service shall govern.

- (f) As of the effective date of this Agreement, all regular employees shall have the Utility Service, Divisional Service and Job Service shown on the City's records. Correction of errors in such records not heretofore resolved will be made by the City provided same is requested within sixty (60) days after the date of this Agreement. In computing Utility Service, Divisional Service and Job Service after the effective date of this Agreement, no deduction shall be made for a layoff for twelve (12) months or less because of lack of work or for any absence permitted under the terms of this Agreement.
- (g) If a regular employee is absent because of illness or injury, he shall retain full service rights during such absence. Service rights shall also be retained by regular employees who are rehired within twelve (12) months after layoff except that there shall be no accrual of vacation and sick leave benefits during the period of layoff.

Section 3. Employee in a New Job Classification - An employee entering a new job classification will accrue no Job Service therein until he has completed six (6) consecutive months in the new job classification. Upon completion of this period, his Job Service will date back to the beginning of the six (6) month period.

Section 4. Service Lists - Service lists will be furnished to the Union and posted by the City every six (6) months on bulletin boards in each Division, accessible to employees covered by such lists. These lists shall show by lines of progression (grouped by Job Classification in the order of Job Service) the employee's name and his Utility, Divisional and Job Service dates. Any questions as to the correctness of such lists should be promptly brought to the attention of Management.

Section 5. Promotions

- (a) A "promotion" is an advancement to a higher paying job classification in a line of progression. A "higher paying job classification" is one carrying a higher maximum rate.
- (b) If a vacancy occurs in a job classification in a line of progression, it shall be offered, in accordance with Job Service, to other qualified employees in the next lower job classification in the line of progression.
- (c) In selecting an employee for promotion, the determining factors shall be service, ability and qualifications. If the ability and qualifications of the employees under consideration are sufficient, the employee with the greatest Job Service will be promoted.

However, where two (2) or more jobs promote to a single job in a line of progression, Job Service will be disregarded and Divisional Service shall govern, and if in such circumstances Divisional Service is equal, Utility Service shall govern.

- (d) If an employee chooses not to accept a promotion, it shall have no effect on his future opportunities for promotion.
- (e) Waiver of transfers or promotions shall be in writing.

Section 6. Bidding

- (a) Except as provided in subsection (b) of this Section 6, if a new job classification is created, or if a vacancy occurs in a job classification to which there is no line of progression and no employee is eligible for recall, or if the vacancy is in a line of progression but no qualified employee is available for promotion or recall, the City will post a notice of the vacancy (hereinafter referred to as a "Bid Job") on bulletin boards accessible to employees, covered by this Agreement for a period of at least one (1) week. Such notice shall have the job title, a description of the work, the qualifications required and the minimum and maximum wage rates. If a Journeyman classification is to be filled and there are no qualified journeymen in the employ of the City available to bid for the job, then the vacancy will not be posted.
- (b) Whenever an employee is unable to perform the normal duties of his job because of illness or injury, the City may place him in any Bid Job without going through the posting procedure.
- (c) Any employee desiring to be considered for a Bid Job shall submit his bid in writing within said period of one (1) week. The City shall have twenty (20) working days thereafter within which to make its selection. Any employee may submit his bid for any posted job opening and all bids will be given consideration. Should an employee at a higher classification be the successful bidder, he may be required to remain at his regular classification until a replacement is trained.
- (d) All selections shall be made on the basis of merit without regard to favoritism: Merit shall mean ability, efficiency, qualifications and continuous length of service in the bargaining unit. If, in Management's judgment, an employee who is selected to fill a Bid Job does not demonstrate his competence to perform the work of the job during the first six (6) months, or if such an employee does not desire to remain in the job for six (6) months, he may, providing the job exists, be returned to his former job classification and his Job and Divisional Service in the former job classification will be credited with the time spent in the Bid Job.
- (e) Position classifications to be filled in accordance with the provisions of this Section are listed in Exhibit C attached hereto and made a part hereof.
- (f) Disputes related to the filling of Bid Jobs shall be handled as per Article XXIV unless otherwise mutually agreed.
- (g) Any employee that is selected by the City to fill a job position through the job bidding procedure, has six (6) months in which to elect to return to his or her former job classification, provided the former classification still exists.

- (h) In the event an employee elects to return to his or her former classification within the six month period described in the preceding paragraph, such employee's Utility, Divisional and Job Service will not be affected by the election to return to the former classification.
- (i) In the event an employee elects to return to his or her former classification after the six month period, such employee's Utility Service shall not be affected by his election to return to the former classification. However, the employee's Job Service in the former classification will remain frozen for the duration of the time spent in the bid job position. When the employee returns to their prior classification, their Job Service in that classification shall begin to accrue beginning on the first day the employee returns to work in the prior classification. Where an employee bids into a new position in the same Division, the employee's Divisional Service will not be affected. If an employee bids into a new position that is in a different Division, the employee's Divisional Service shall be frozen until the employee returns to work in the prior Division.

Section 7. Demotions and Layoffs

- (a) If an employee is demoted by the City within a line of progression for any reason, all length of employment in higher job classifications within such line of progression shall be added to his Job Service in the job classification to which he is demoted.
- (b) If an employee is demoted within a line of progression at his own request, he must remain in the job classification to which he is demoted for at least six (6) months before using his Job Service for promotional purposes. In such a case all length of employment in higher job classifications within such line of progression shall be added to his Job Service in the job classification to which he is demoted.
- (c) Layoffs from a line of progression due to reduction in force shall be made from the starting job classification within the line of progression according to City Service after necessary demotions have been made. Any employee unwilling to accept demotion or transfer to accomplish the above, regardless of his position in the line of progression, will be laid off.
- (d) Layoffs due to reduction in force from job classifications not in a line of progression shall be made according to Utility Service.
- (e) An employee scheduled for demotion or layoff due to reduction in force may, if qualified by education, experience and demonstrated ability, use any Utility Service he has to replace an employee with less Utility Service in any job classification.
- (f) When vacancies occur in job classifications from which employees have been demoted, transferred or laid off (due to lack of work), they shall be filled by recalling such demoted, transferred or laid off employees who are eligible and qualified, as long as such employees are available, before the job is filled in any other way. A copy of each recall notice shall be sent to the Union promptly. Such employees shall be recalled

in the reverse order in which they were demoted, transferred or laid off. If an employee is so recalled and does not report for work within two (2) weeks after notice or recall shall have been mailed to him at his last known address, he shall have no further recall or seniority rights in the job classification involved.

- (g) A regular employee scheduled to be laid off due to reduction in force will be given sixty (60) days' notice prior to the layoff.
- (h) Severance packages shall equal two weeks of pay for each year of service, up to a maximum of twenty-six (26) weeks of severance pay for employees with less than twenty years of service to the City. For those employees with at least twenty years of service to the City as of their last day of work, the cap on severance payments will be thirty-nine (39) weeks. Employees receiving a severance package shall be required to execute a release of all employment-related claims against the City and any of its officials/agents. Unless employees elect a lump sum severance payment, severance shall be paid out over time, in equal bi-weekly installments on the regular payroll dates, and employees receiving severance shall also receive employee health insurance on the same terms as they received health insurance during their regular employment, for the length of the severance period. Employees may instead elect to receive a lump sum payment, in which case they shall not receive health insurance continuation. Employees who select a severance package shall not have recall rights.
- (i) Should any employee who elects to receive severance pay in installments pass away during the severance period, the remaining payments shall be issued to the employee's designated beneficiary as a lump sum.

Section 8. Transfer to Position Outside Bargaining Unit

- (a) An employee who is selected from a position within the bargaining unit to fill, on a permanent basis, a supervisory, professional, confidential or administrative position will cease to accumulate Job, Divisional and Utility Service in the job classification from which he was transferred from the date of his promotion.

Section 9. System Operators

- (a) All System Operators are required to obtain NERC Certification (and/or any successor certification requirements) within twelve (12) months of employment in the classification. The City will pay the cost of two (2) NERC Certification tests. If additional tests are necessary, the employee shall be responsible for all costs related to same. Failure to obtain NERC Certification after twelve (12) months of employment in the classification, or to maintain NERC Certification in good standing at all times, may be grounds for discipline including termination.
- (b) Qualifications for advancement through the System Operator pay level shall be as follows:
 - 1. System Operator I (Trainee): An employee that has not obtained NERC

Certification.

2. System Operator II: An employee with NERC Certification and less than three (3) years' of service in an assigned shift rotation.
 3. System Operator III: An employee with three (3) years' experience as System Operator II in an assigned shift rotation.
 4. Senior System Operator: An employee with three (3) years' experience as System Operator III.
- (c) As determined by the City, a newly hired employee may be placed at the appropriate level based on their experience and certification.

Section 10. District Planners

- (a) Qualifications for advancement through the District Planner pay levels shall be as follows:
1. District Planner I: An employee with less than three (3) years' experience in the classification.
 2. District Planner II: An employee with three (3) years' experience as District Planner I.
 3. District Planner III: An employee with three (3) years' experience as District Planner II.
 4. Senior District Planner: An employee with three (3) years' experience as District Planner III.
- (b) As determined by the City, a newly hired employee may be placed at the appropriate level based on their experience and qualifications.
- (c) Bargaining Unit employees with Journeyman Lineman qualifications who transfer into a District Planner position shall maintain their existing rates of pay until such time as the progression above results in a pay increase.

Section 11. Trouble Dispatchers

- (a) All Trouble Dispatchers must be qualified to work the desk within twelve (12) months of employment in the classification. To be qualified, Trouble Dispatchers must participate in On-the-Job Training and demonstrate the ability to perform job responsibilities proficiently. Responsibilities include assigning work tickets to crews, reading distribution circuit maps, managing distribution restoration efforts through Outage Management System (OMS), track switching orders through OMS, proper radio and

telephone etiquette, crew callout, proper daily logging of activities, and monitoring of facility security. All employees already employed as Trouble Dispatchers as of November 1, 2021 shall be deemed Senior Trouble Dispatchers without regard to the progression set out below.

- (b) Qualifications for advancement through the Trouble Dispatcher pay level shall be as follows:
 - 1. Trouble Dispatcher I (Trainee): A newly hired or promoted employee.
 - 2. Trouble Dispatcher II: An employee who is qualified to work the desk.
 - 3. Senior Trouble Dispatcher: An employee who has completed three (3) years of service as a Trouble Dispatcher II.
- (c) As determined by the City, a newly hired employee may be placed at the appropriate level based on their experience and qualifications.

Section 12. Journeymen Linemen Transferring to Journeyman Meterman Positions

Journeyman Linemen who transfer to Journeyman Meterman positions shall maintain their existing rates of pay until such time as the progression for the Journeyman Meterman wage exceeds the employee's prior rate of pay, provided they maintain their credentials and have actively responded to callouts (per Article 8.5(b)) at least 25% of the time over the previous twelve (12) months. Employees are only eligible to forfeit this pay increase when they have received at least four (4) counted callouts over the previous twelve (12) months, for his/her respective job classification.

In the unforeseen circumstance one shall become ineligible, they shall have the opportunity to reset after six (6) months and reestablish their Journeyman Lineman wage status.

ARTICLE 6 Job Classification

Section 1. Regular Assigned Jobs - Each employee shall at all times have a regular assigned job classification. The job descriptions in place on at ratification of this agreement shall be the job descriptions effective under this agreement. Should the City find it necessary to create new classifications or change existing classifications within the Bargaining Unit, the City and the Union will negotiate the qualifications, job content, and wage rate for such newly created or changed classifications. If the parties cannot agree upon the proposed new or revised job description, the issue shall be submitted to an arbitrator pursuant to Article XXIII. In the case of a newly created job description the Utility's last proposed job description prior to going to arbitration may be implemented until the decision of the arbitrator is rendered.

Section 2. Temporary Out-of-Position Work - An employee who is temporarily assigned to a bargaining unit job for a period of two (2) hours or longer, and such job is paid at a higher rate than the employee's regular job, that employee will be paid at whatever step-up rate affords him an increase, not to exceed the top rate of the job, or in the case of a single rated

job, the rate paid to the permanent employee customarily filling the job, for the time actually worked in that position. The step-up rate of pay shall never be below the stepped-up employee's permanent straight time rate of pay. Temporary assignments shall be offered to the senior qualified employees in accordance with job seniority within the Division. However, a temporary assignment to the classification of Crew Leader, Working, Meter Foreman, Working, or Substation Foreman, Working in the Transmission & Distribution Division for a period of two (2) weeks or less shall be offered to the senior permanent member of the crew.

If a holiday, excused absence, vacation, or sick leave absence occurs while an employee is temporarily upgraded on the last day worked before the absence and the first day worked following the absence, the employee shall be paid at the step-up rate for such absence.

An employee called in on an emergency basis to fill a vacant shift in a bargaining unit job which is paid at a higher rate than the employee's regular job shall be paid at the higher rate as set forth in the first paragraph of this section, provided, however, that such pay shall be for all time worked without regard to the two (2) hour minimum.

ARTICLE 7 Hours of Work

The hours of work, shift schedule, and lunch period for all covered positions shall be as set out in Table A. These schedules may be altered by the City on 48 hours' written notice in the event of any state of emergency declared by the City Manager, Mayor, Governor, or President. Any such changes shall remain in effect until further altered by the City or until the state of emergency ends, whichever comes first. In the absence of any declared emergency, these schedules may only be altered by written agreement between the appropriate member of senior management and the Business Representative, on either a temporary, seasonal or a regular basis.

Employees may punch in or out from regularly scheduled shifts within five minutes prior to start/end times and up to five minutes after start/end times. Time punches falling within this window will be rounded to the assigned start/stop time and paid accordingly. There shall be no other payroll rounding allowed, and all working time including overtime shall be "paid to the time punch." Employees shall make every effort not to punch in more than five minutes prior to shift start time. Employees will not begin working prior to their shift start time unless specifically authorized by a manager.

In all divisions, eligibility for premium pay based on hours worked, whether statutory overtime or contractual premiums, shall be determined based on hours actually worked in the workday or work week. Holiday time shall count as hours worked, but vacation time, sick time, personal leave time, and any other form of paid or unpaid leave shall not count toward hours worked.

A. TRANSMISSION AND DISTRIBUTION

Section 1. Work Week - Except as otherwise specified herein the basic work week for

Transmission and Distribution employees shall consist of five (5) consecutive work days. Line crews will work Monday through Friday.

Section 2. Work Day

- (a) Eight (8) consecutive hours, except for one-half ($\frac{1}{2}$) hour intermission for lunch, shall constitute a normal work day. A regular workday is any twenty-four (24) hour period during which the employee's normal work day of eight (8) hours occurs. The normal work period of eight (8) hours on any regular work day shall be as set out in Table A, except as required for continuous operation and maintenance of service to the public.
- (b) The regular lunch period may be advanced or postponed for not more than one (1) hour in case of (i) emergencies or (ii) pre-scheduled shutdowns, but not otherwise. No overtime rate will be paid for such advancement or postponement; provided, however, that if the lunch period is advanced or postponed more than one (1) hour from the normal lunch period, such lunch period will be deemed time worked for the purpose of computing overtime pay.

Employees will not be permitted to leave their workstation to eat lunch on regular work days if in so doing the thirty (30) minute lunch period would be exceeded.

Section 3. Troublemens - Certain journeyman linemen will work as troublemen on a rotating shift schedule of four (4) or more days per week, which schedule shall be posted at least one (1) month in advance.

A shift premium of five percent (5%) per hour will be paid for work on the night shift.

Shift premium pay is applicable to overtime work performed by shift workers before or after their regular shift, if such regular shift is the night shift. Shift premium shall be added to the regular hourly rate for purposes of computing overtime pay for shifts which receive such premium pay.

B. PRODUCTION:

Section 1. Production Operations Personnel –

The production division desires the option for operations and maintenance personnel to work a four (4) ten (10) hour work week, when mutually agreed by both parties. Work crews may be scheduled 4 consecutive days, Sunday - Saturday. On holiday work weeks, crews can work five (5) eight (8) hour days by working a normal day off adjacent to the scheduled work days, allowing for a 40 hour week when the 8 hour holiday is applied. Alternatively, crews can work their normal 10 hour schedule, but must apply 2 hours of vacation or personal business to the 8 hours of Holiday pay to make up the 40 hour work week.

The City shall pay an hourly shift premium of five percent (5%) for all hours worked between 2pm and 6am.

All other contractual work rules such as lunch, meal times, rest period, etc. shall be adjusted

accordingly.

Employees shall be given two (2) weeks' notice prior to changing to a four (4) ten (10) hour schedule.

When working four (4) ten, (10) hour days.

- a) The regular work hours shall be 10:00am to 8:00pm, seven (7) days per week.
- b) These hours can be altered up to four (4) hours earlier, seasonally, with a seven (7) day advance notice to all affected employees.

When working five (5) eight (8) hour days.

- a) The hours shall be by A, B, C shift(s) as in the hours table.
- b) These hours can be altered up to two (2) hours earlier or later, seasonally, with a seven (7) day advance notice to all affected employees upon agreement with both the Union and the City.

In the event the shift must be filled with less than twenty-four (24) hours' notice

- a) All overtime "off-shift" and on holidays will be distributed to operators in accordance with the overtime call-out list.
- b) Overtime needs within in two (2) hours of shift start and stop time, will be filled by the on-shift operator with the least amount of overtime per the list.
- c) When it becomes necessary for employees to work on scheduled days off, they will receive time and one-half (1/2) for all hours worked on the first day worked, and double time for all hours worked on the second consecutive day worked.
- d) Operators will be scheduled off on all City holidays, with overtime filled per the overtime list
- e) If there are no available operators to fill overtime needs, the overtime will be offered to qualified bargaining unit personnel in another job class in accordance with overtime call-out lists.
- f) If none of the above are available, the City will fill the vacancy with a contract operator.

Fueling

Unloading fuel is considered production work, and can be performed by any production employee working their regular shift. When unloading fuel will be performed on overtime, the work belongs primarily to the operators, who will have the first opportunity to perform the work. If operators are not available or decline the work, the City retains the right to use the contractual overtime procedure to fill the work with qualified out-of-position personnel.

Plant Operation

During the term of the agreement, the City agrees that it will maintain a staff of no fewer than four full-time CT Operators, so long as the City is engaged in regular operation of current generation facilities. In the event three or more combustion turbines are permanently taken out of service, either party can request to open up bargaining for CT staffing levels.

Cross-trained craft worker operators may perform operator work assignments on straight time provided no regular CT operators are available on straight time. Cross-trained craft worker operators may perform operator work assignments on overtime provided no regular CT operators are available on overtime. Cross-trained craft worker operators will receive out-of-position pay for all time spent performing operator work assignments at the rate of \$3.00 per hour above their regular rates, as reflected on the wage table in Exhibit A.

C. SUPPORT SERVICES:

Section 1. Warehouseman - Shall work a day shift, Monday through Friday. The City may adjust the starting time of one (1) warehouseman ahead one (1) hour, with such shift being assigned on a weekly rotating basis among all warehousemen.

Section 2. Heavy Equipment Mechanics - Shall work the A and C) shifts.

Heavy Equipment Mechanics working the C-shift shall earn an hourly shift premium of five percent (5%) for all hours worked or paid.

Shift premium pay is applicable to all hours of work for C Shift Workers assigned to a fixed shift including recognized leaves when they are assigned.

Section 3. Meter Reading Personnel - Shall work a day shift, Monday through Friday.

D. OPERATIONS

Section 1. System Operators and Trouble Dispatchers

Except as provided in Section 2 and 3 below, System Operators and Trouble Dispatchers shall work a rotating shift schedule of four (4) or more days per week, which schedule shall be posted at least one (1) month in advance.

The City shall pay an hourly shift premium of five percent (5%) for all hours worked on the night shift.

Shift premium pay is applicable to overtime work performed by shift workers before and after their regular shift, if such regular shift is the night shift. Shift premium shall be added to the regular hourly rate for purposes of computing overtime pay for shifts which receive such premium pay.

The City shall pay the relief employee an hourly shift premium of five percent (5%) for all hours worked. The shift premium is in lieu of the shift premium for night shift hours worked and the relief employee will not be paid five percent (5%) for night shift hours on top of the shift premium for the relief position.

Section 2. Relief System Operator or Trouble Dispatcher

In the event the City designates a relief position for the System Operator or Trouble Dispatcher classification, the following provisions shall apply:

- (a) The normal shift for relief employees shall be four (4) ten (10) hour days each week.
- (b) Changes to a relief employee's schedule shall be posted at least twenty-four (24) hours in advance.
- (c) Relief employees shall work at least forty (40) hours per week.
- (d) Employees assigned the relief shift shall have a minimum of two (2) consecutive days off which shall be recognized as either their regular days off or the regular days off of the shift that the relief employee is assuming.
- (e) The relief positions shall be offered, by seniority, to all qualified employees with twenty-four (24) months of service in an assigned shift rotation. Once the position has been accepted, the employee will remain in the relief position for a period of one year, subject to extension by agreement by both parties.
- (f) The relief employee will normally cover scheduled leave (vacations, extended sick leave or training).
- (g) Unscheduled shift leave for regularly scheduled employees will be covered as follows:
 - 1. Night shift employees will be given the first right of refusal for covering night shift hours; then the relief employee will be contacted; then the day shift employee from the opposite shift will be contacted.
 - 2. Day shift employees will be given the first right of refusal for covering day shift hours on the relief employees designated days off; then the relief employee will be contacted; then the night shift employee from the opposite shift will be contacted.
 - 3. Shift changes from days to nights and nights to days shall be limited to one per week if at all possible.
- (h) The relief employee shall be required to work one day shift on the desk in every two month period. The relief employee shall review night shift duties with shift personnel every two months and demonstrate knowledge plus proficiency of such duties.
- (i) When it becomes necessary for relief employees to work on scheduled days off they shall be paid at the applicable overtime rate.

Section 3. System Operator Trainee

In the event the City designates a System Operator Trainee position for the System Operator classification, the following provisions apply:

- (a) P&L Operations Supervisor will determine work schedule, hours will vary in order to introduce trainee to possible shift schedules and provide proper training for the System Operator position.
- (b) Changes to schedule shall be posted twenty-four (24) hours in advance.

A. ENGINEERING

Section 1. District Planners and Engineering Technician III

The normal shift for District Planners and Engineering Technician III shall be Monday through Friday.

The parties recognize that the District Planners and Engineering Technician III must work a flexible schedule in order to attend meetings with customers and others having business with the City. Accordingly, the work schedule for each employee for each work week shall be based upon the individual employee's projected workload and shall be recommended by the employee and approved by their supervisor no later than 4 P.M. on Friday of each week for the following week. In the event that an unscheduled early morning, evening or weekend meeting may be required, it shall be the responsibility of the employee, with the approval of the employee's supervisor, to adjust the employee's schedule for the remainder of the work week to ensure that no more than forty (40) hours are worked, unless such hours are specifically authorized and approved, in advance, by supervision. Work in excess of forty (40) hours per week shall be paid at the applicable overtime rate. Notwithstanding the foregoing, when an employee is directed by a duly authorized person to respond to a call outside of the employee's regularly scheduled hours, the employee will be paid the applicable overtime rate for all hours worked on such duty.

B. 4-10 HOUR WORK OPTION

Any division desiring to go to a four (4) ten (10) hour work week may do so if mutually agreed by both parties. Work crews may be split into two (2) groups, one Monday through Thursday and one Tuesday through Friday. On holiday work weeks, crews will work five (5) eight (8) hour days Monday through Friday. All other contractual work rules such as lunch, meal times, rest period, etc. shall be adjusted accordingly. Employees shall be given two (2) weeks' notice prior to changing to a four (4) ten (10) hour schedule.

ARTICLE 8 Overtime

Section 1. All authorized overtime worked, by this contract, shall be paid based on the employee's straight time rate of pay for the respective job classification in which the overtime was worked. The overtime rate of pay shall be one-and-one-half times the straight time rate, except as defined in the following sections. Exception: overtime and/or other premium pay included in this Agreement will be based on blended weekly straight time rates, in accordance with FLSA guidance, through December 28th, 2024, at the latest.

The Relief Trouble Dispatcher and Relief System Operator will be paid double the straight time rate on their 3rd scheduled day off each week (currently Sunday).

Section 2. Except as provided in Section 6 of this Article, all authorized work performed on an employee's second regularly scheduled day off in a work week, and all hours (including the employee's regularly scheduled hours) worked in excess of sixteen (16) hours in any twenty-four (24) hour period, will be paid for at double the straight time rate.

Section 3. For the purpose of timekeeping, the date to which the basic workday is to be allocated shall be the date on which the majority of the employee's regularly scheduled hours fall. Whenever an employee works outside his regularly scheduled hours, the time shall be allocated to the calendar day on which such work is performed and he shall be paid the overtime rate applicable to that calendar day. Supervisory personnel shall promptly notify employees of any changes made to their time sheets.

Section 4. Call-Out and Scheduled Overtime - When an employee is called in for work outside his regular scheduled work period by duly authorized person, or persons, they shall receive a minimum of two (2) hours for each call-out at the overtime rate which is applicable for the day for which he is called. The employee will be paid the applicable overtime rate for any hours worked in excess of two (2) hours.

When an employee is assigned scheduled overtime and the assignment is canceled between the end of the employee's previous shift and before the start of the scheduled overtime, the employee shall receive a minimum of two (2) hours at the overtime rate which is applicable for the day of the scheduled overtime.

A daily rotating standby listing by crew of lineworkers shall be maintained for overtime assignments during workday hours prior to normal quitting time. All members of a designated standby crew shall be available to work beyond normal quitting time. Standby crew will be utilized for work unscheduled one (1) hour or less prior to the end of shift time. In extenuating circumstances, an employee may request to be released from standby duty for that day. If approved, the employee shall first find an available and willing substitute from the same job classification. Prior to quitting time, standby crew members shall remain accessible by remaining in the vicinity of the Transmission & Distribution locker room. Prior to any standby crew member departing for the day, the standby crew leader shall receive permission from one of the superintendents. A daily work assignment that continues past the end of the normal quitting time shall be completed by the crew that received such assignment. If such assignment will last longer than one-half (½) hour past normal quitting time, an employee may request to be released at normal quitting time and such request shall not unreasonably be denied.

There will be three separate columns listed on bi-weekly overtime lists, one for call out hours, one for out-of-town hours, and one for scheduled overtime where crews stay late after shift.

Section 5.

- (a) Distribution of Overtime - Overtime shall be distributed as equitably as is practicable among the employees in the job classification in which such work is to be performed. A record of all accumulated overtime hours worked by the employees in each job classification during each year beginning on January 1 will be posted by the City on appropriate bulletin boards as soon as possible following the end of each pay period.

The listing of accumulated overtime hours shall expire on December 31 of each year. The order on the list will not change. In each instance when an employee is offered an opportunity to work overtime and refuses the same, the hours refused will be regarded as overtime hours worked for the purpose of calculating the equity of distribution of overtime. If all employees in a job classification refuse overtime it will be assigned to the least senior employee in that classification on a mandatory basis and thereafter in reverse order of continuous service. Any employee who refuses an opportunity to work overtime must remain available for thirty (30) minutes from the time of the initial contact. Such thirty (30) minute period shall be at no cost to the City.

The first time an employee is bypassed for an overtime call-out during any calendar year, the employee shall be compensated for 50% of the hours missed.

When the trouble dispatcher is calling for overtime and the employee does not answer, the trouble dispatcher shall wait two (2) minutes before calling the next person on the list. This "wait time" provision shall only apply until such time as the City adopts an automated call-out system.

When an employee fails to answer a call for overtime, he or she will not be charged a "miss" on their overtime response rate, provided they return the call within ten (10) minutes, and accept the overtime if still needed.

- (b) Overtime Call-Out Procedure - Crew Leader, Working, Journeyman Lineman and Apprentice Lineman (Hot). There shall be five (5) lists used for overtime employees in the classifications of:

1. Crew Leader, Working
2. Journeyman Lineman
3. Apprentice Lineman (Hot)
4. Employees working in' different classifications*
5. Employees on authorized leave**

- (c) These lists shall be utilized in the following manner:

1. Order for Crew Leader, Working Callout:
 - Crew Leader, Working
 - Journeyman Lineman
 - Crew Leader, Working on authorized leave
2. Order for Journeyman Lineman Callout:
 - Journeyman Lineman
 - Crew Leader, Working (If there is still a need for a Journeyman Lineman)
 - Journeyman Lineman in other classifications
 - Journeyman Lineman on authorized leave

3. Order for Apprentice Lineman (Hot) Callout (Only as a fourth (4th) Person on a four (4) man crew):

- Apprentice Lineman (Hot)
- Apprentice Lineman (Hot) on authorized leave

For each of the above lists, any employee who is pre-scheduled to be on personal or vacation leave on his or her next regular working day shall be treated as if he/she is already on the authorized leave.

(d) Crew Makeup:

1. Four (4) man crews shall consist of:
 - One (1) Crew Leader, Working
 - Two (2) Journeyman Lineman
 - One (1) Apprentice Lineman (Hot)
2. Three (3) man crews shall consist of:
 - One (1) Crew Leader, Working
 - Two (2) Journeyman Lineman
3. Two (2) man crews shall consist of two (2) Journeyman Lineman

*Employees qualified as Journeyman Lineman working in other classifications.

**As defined in Articles X, XI, XII and XIII.

In the event that enough Journeyman Lineman aren't available or fail to respond, one (1) Apprentice Lineman (Hot) will be used with less than a four (4) man crew or with one (1) Journeyman Lineman. All crews shall contain at least one Journeyman Lineman.

(e) New Hires and Promoted Employees:

New hires and promoted employees will be averaged into the overtime list.

- (f) When calling out employees for overtime, the City shall pass over any employee who has already worked fourteen (14) or more hours in the past twenty-four (24) hours, unless there are no eligible employees who have worked fewer hours.

Section 6. Travel Time - When an employee is called in for unscheduled overtime work, he shall be paid travel time at the appropriate overtime rate not to exceed a period of thirty (30) minutes in advance of the time the employee reports for duty.

Section 7.

- (a) Employees Working Eight (8) Hour Rotating Shifts. For work performed in excess of eight (8) hours on a scheduled work day overtime will be paid at the rate of one and one-half ($1 \frac{1}{2}$) times the regular rate.

A Shift - For work on the first (1st) day following the regular "A" shift seven (7) day operating schedule, time and one-half ($\frac{1}{2}$) will be paid. For work on the second (2nd) day following the regular "A" shift schedule double time will be paid. Time and one-half ($\frac{1}{2}$) will be paid for work on the third (3rd) day and double time will be paid for work on the fourth (4th) day following completion of the "A" shift.

B Shift - For work on the first (1st) day following the "B" shift regular six (6) days operating schedule, time and one-half ($1 \frac{1}{2}$) will be paid. For work on the second (2nd) day following the regular "B" shift schedule double time will be paid.

C Shift - For work on the first (1st) day following the "C" shift regular seven-day operating schedule time and one-half ($1 \frac{1}{2}$) will be paid. For work on the second (2nd) day following the regular "C" shift schedule double time will be paid.

- (b) Employees Working Twelve (12) Hour Rotating Shifts - For work performed in excess of twelve (12) hours on a scheduled work day, overtime will be paid at the rate of one and one-half ($1 \frac{1}{2}$) times the regular rate.

Work performed on the first (1st) and third (3rd) scheduled days off will be paid at the rate of one and one-half ($1 \frac{1}{2}$) times the regular rate.

Work performed by the Relief Trouble Dispatcher and Relief System Operator on the first (1st) and second (2nd) normally scheduled days off will be paid at the rate of one and one-half ($1 \frac{1}{2}$) times. The third (3rd) day off will be paid at double (2) times the regular rate (currently Sunday).

Work performed on the second (2nd) and fourth (4th) scheduled days off will be paid at two (2) times the regular rate.

- (c) Major Storm Restoration - When employees are assigned to major storm restoration duty as declared by the Power & Light Director, they shall be assigned by classification to either a twenty-four (24) hour shift or a twelve (12) hour shift. The twenty-four (24) hour shift shall consist of sixteen (16) hours on duty paid at time and one-half (1.5) and an eight (8) hour rest period paid at straight time. The twelve (12) hour shift shall be paid at time and one-half (1.5), except, that on Sundays and Holidays, employees will be paid at two (2) times their regular rate of pay for the sixteen (16) hours worked during the twenty-four (24) and the twelve (12) hour shift. Hours worked in excess of the sixteen (16) on duty hours shall be paid at two (2) times the regular rate, until the employee receives his eight (8) hour rest period. This schedule for City personnel shall remain in effect until terminated by the Power & Light Director, provided, however, that outside contractors shall not be retained by the City to perform comparable storm

restoration duties on twenty-four (24) or twelve (12) hour schedules for more than twenty-four (24) hours following the termination of such schedules for all City personnel.

Section 8. Employees will be selected to respond to out-of-town requests for mutual-aid on the following basis:

- (a) Out-of-town storm hours will be kept on a separate list. Out-of-town refusal hours will be added to said list.
- (b) It is understood that the overtime callout procedure for out of town storm restoration shall be in the following order:
 - a. Crew Leader, Working
 - b. Journeyman Lineman
 - c. Employees on authorized leave.
- (c) To be eligible for selection, Working Crew Leader and/or Journeyman lineman must have responded and have worked a minimum of fifty percent (50%) of the call-out opportunities in-house received during the prior twelve (12) rolling months.
- (d) Seniority shall be the deciding factor for order when starting and resetting the list for each classification. Seniority shall prevail in a tie.
- (e) The out-of-town list shall not reset.
- (f) Any new employee on probation or employee on disciplinary probation will not be eligible for out-of-town work.
- (g) If a qualified employee refuses an opportunity, they will receive hours equal to the hours accrued on the said opportunity, unless off on authorized leave when asked.
- (h) Any employee under fifty percent (50%) will receive hours equal to the hours accrued on each opportunity.
- (i) Any newly qualified journeyman lineman will be added to the out-of-town list at the rate of one hour more than the employee with the highest total number of hours on the out-of-town list.
- (j) When IPL management is calling to offer mutual aid work assignments, they shall call from an IPL landline.
- (k) Except as provided in Article 9, Section 2 of this Agreement, all work and travel will be paid at double the straight time hourly rate of each classification from dock to dock.
- (l) Qualified employees asked to go out of town may be subject to change every pay period due to qualifications being met.

- (m) All new hired or promoted employees will be zeroed out on the overtime percentage list.
- (n) The percentage overtime list will be made available for employees to review by requesting such list from the Transmission and Distribution Superintendents.
- (o) In the event an employee fails to answer the phone call on a call-out, the failure to answer will be counted as a missed opportunity.
- (p) It is understood that if an employee is called in to work overtime (in-house or out-of-town) while off on authorized leave and it is turned down, the person will not be charged a "miss" or be counted as a response.

Section 9. Comp Time. Department members shall have the option to accrue compensatory time off in lieu of overtime. Paid compensatory time off shall accrue at a rate of one-and-one-half hours of paid time off per overtime hour worked. Compensatory time balances shall not exceed eighty (80) hours. Compensatory time off will be scheduled and used in the same manner as paid vacation.

ARTICLE 9 Holidays

Section 1. The following days will be recognized as paid holidays:

New Year's Day
 M. Luther King's Birthday
 Truman's Birthday
 Memorial Day
 Juneteenth
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Friday after Thanksgiving
 Christmas Eve
 Christmas Day
 One (1) Floating Holiday (to be issued on January 1 each year within the dates of the Agreement)

- (a) If any of the above-mentioned holidays occurs on Saturday, the holiday shall be observed on the previous Friday except as provided below.
- (b) If any of the above mentioned holidays occurs on Sunday, the holiday shall be observed on the following Monday except as provided below.
- (c) For employees in positions that work seven days per week, the actual holidays shall be treated as the recognized holiday when determining premium pay eligibility. For employees in positions that do not work seven days per week, the observed holiday shall be treated as the recognized holiday when determining premium pay eligibility.

Where observed holidays are treated as recognized holidays, the actual holiday will not be treated as a recognized holiday.

- (d) Floating holidays are paid eight (8) hours each. Floating holiday must be used during the calendar year. Each employee must schedule and use their floating holiday in the same manner as personal business days. Floating holidays do not carry forward from year-to-year, and any unused floating holiday will be lost. Employees hired into the bargaining unit must be working in a bargaining unit position no later than February 28 of any given year in order to gain the floating holiday for that year. Employees coming from other positions within the City where they have been awarded but not yet used their floating holiday for the year will carry it into the bargaining unit with them regardless of when they transfer into the bargaining unit. Employees who transfer into the bargaining unit but who already received and used a floating holiday elsewhere within the City during the calendar year will not accrue another floating holiday until January 1 of the next upcoming year.

Section 2. Holidays are paid at eight (8) hours of holiday pay. Employees required to work on a recognized holiday, shall receive eight (8) hours of holiday pay at their regular rate plus two (2) times their regular rate for hours worked on the recognized holiday.

Section 3. Employees regularly scheduled for shifts longer than eight (8) hours, who are required to work on a recognized holiday, shall receive holiday pay equal to the number of hours actually worked on the recognized holiday, up to a maximum of the number of hours in the employee's regular shift, plus two (2) times their regular rate for all hours worked on the holiday.

Section 4. Employees assigned standby duty on a holiday (either actual or observed, depending on which is applicable for their position), or on the 7th consecutive day that an employee has been on standby, shall receive three hours pay at the rate of time-and-one-half, and two hours pay at time-and-one-half for all other days on standby duty on the holiday weekend. Standby pay shall be paid in addition to pay for any hours actually worked. The standby list will be run at least 7 days prior to the holiday.

ARTICLE 10 Excused Absence

Section 1. Jury Duty Leave - An employee may receive leave with pay when required to serve on a jury when the hours of such jury duty conflict with his/her work hours.

Section 2. Funeral of Fellow Employee - If an employee attends the funeral of a fellow employee or serves as a pallbearer for a member of a fellow employee's family (as defined in paragraph H, Article XI) the City will permit him to be absent from work on a basic work day without loss of pay for whatever time may be necessary therefore, but not to exceed one (1) day. Up to six (6) employees serving as pallbearers for a fellow employee will be granted the entire day of the funeral off without loss of pay. A sufficient on duty workforce shall be maintained during the funeral of a fellow employee as determined by the City. The benefits of this Section shall not apply during vacation, sick leave or any other permitted absence.

Section 3. Bereavement Leave - In the case of death within the immediate family of a permanent employee such employee shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial service. This leave will not be charged against the employee's accumulated sick leave or vacation time. Leave taken in such cases should not exceed a period of three (3) working days; provided that if the services are to be conducted out of a four hundred (400) mile radius, such employee shall be entitled to remain absent from duty in order to attend such services for a period not exceeding five (5) working days.

Section 4. Personal Business Leave - Each employee will accrue on a biweekly basis twenty-four (24) hours of annual paid leave time to cover brief absences for the transaction of personal business. These absences may be permitted with the approval of the appropriate supervisor. These credits will be shown separately on the payroll leave summary list. Personal Business Leave may be accumulated, for use in successive years to a maximum of sixty (60) hours. Any employee who terminates for any reason shall be paid for any unused accumulated Personal Business Leave up to but not to exceed sixty (60) hours.

ARTICLE 11 Sick Leave

Sick leave may be accumulated up to a maximum of 1040 hours. Employees with accrual balances in excess of 1040 shall retain those amounts until such time as their balances fall below the 1040 max accrual cap.

Section 1. Accrual of Sick Leave Credit

- (a) All permanent full-time employees shall receive sick leave credit at the rate of eight (8) hours for each calendar month employed.
- (b) Permanent part-time employees shall accrue sick leave credit each month in proportion to the regularly scheduled work hours per day period divided by eighty (80).
- (c) Temporary employees are not eligible for sick leave benefits.

Section 2. Calculation of Sick Leave Credit - Employees shall receive sick leave credit beginning on their first paycheck.

Section 3. Use of Sick Leave Credit - Sick leave credit shall accrue starting from each employee's first day of employment and may be used as soon as it is accrued for any qualifying reason. Use of accrued sick leave credit shall be allowed in the event of a required absence from duty during scheduled work days due to the following:

- (a) Sick or Disability Leave
- (b) Family Leave
- (c) Maternity Leave

Section 4. Absence Notice - Each employee shall be required to notify his/her department head one (1) hour prior to the beginning of that employee's work shift on the first (1st) day the employee requests sick leave status, unless for good reason such notice cannot be given. Thereafter, the form and time of notice of absence due to sickness shall be determined by the department head concerned subject to the approval of the Human Resources Director. If there is reason to believe the use of sick leave is inappropriate or when the employee is off work three (3) or more consecutive work shifts due to illness, or is on disciplinary probation for excessive absence, he/she may be required by the Division Manager to submit a physician's certificate before returning to work.

Prior to returning to work any Operations employee who is off work due to sickness must call the Shift Supervisor, or person on duty, eight (8) hours prior to the start of their regular shift. In the event the employee calls in less than eight (8) hours before their regular shift begins, that employee will not be allowed to return to work until their next regularly scheduled shift.

Section 5. Sick Leave During Vacation - Regular employees may use accumulated sick leave credit for illness or injury while on authorized vacation leave, provided such use of sick leave credit would be warranted if the employee were not on vacation leave and, provided further, that an attending physician's statement is furnished upon request to the recommending authority certifying that the employee was incapacitated to a degree which would have prohibited performance of normal duties.

Section 6. Effect of Retirement or Termination - Except as otherwise provided below, regular employees shall be paid for all accumulated sick leave credit up to a maximum of one thousand and forty (1040) hours at the employee's rate of pay at the time of termination. An employee can elect to take this payment in a lump sum or in biweekly installments until the amount of accumulated sick leave is exhausted or for a maximum period of thirteen (13) pay periods. If an employee is terminated for gross intentional job-related misconduct, the employee shall not be paid for accumulated sick leave.

Section 7. Family Leave - Leave time shall be allowed for the purpose of staying with immediate family members upon the occasion of disability or illness. Such leave shall be charged against sick leave accumulation.

Section 8. Immediate Family shall mean: spouse, mother, father, sister, brother, daughter, son, mother/father-in-law, sister/brother-in-law, son/daughter-in-law, grandparents, spouse's grandparents, grandchildren, step-grandchildren, stepmother/father, stepbrother/sister, stepchild, and half-brother/sister.

Section 9. Bargaining unit members hired on or before October 31, 2021 who separate from service via resignation with proper notice, retirement, death, or layoff, shall be compensated accumulated sick leave credit as follows:

10 through 15 years of service: up to 520 hours

16 through 25 years of service: up to 780 hours

26 or more years of service (or line of duty disability/death): up to 1040 hours

Payment shall be at the Member's rate of pay at the time of separation on an hour-for-hour basis. A Member can elect to take this payment in a lump sum or in by-weekly installments until the amount of accumulated sick leave is exhausted or for a maximum of thirteen (13) pay periods. Bargaining unit members with less than ten (10) years of service or who quit without two (2) weeks' notice, or who are terminated for just cause shall not be eligible for this benefit.

Bargaining unit members hired on or after November 1, 2021 shall not be eligible to receive sick leave payout upon separation, for any reason. Sick leave accrual for these employees shall be capped at 1250 hours for employees who work 40 hours per week. For these employees, the City will instead make an annual lump sum contribution to the Member's 401a account on July 1 of each fiscal year, as follows:

Position	Annual Contribution
Apprentice Lineman 1st year	\$430.32
Apprentice Lineman 2nd Year	\$448.03
Apprentice Lineman 3rd Year	\$469.00
Apprentice Lineman 4th Year	\$487.83
Apprentice Meterman 1st 9 Months	\$418.59
Apprentice Meterman 2nd 9 Months	\$440.58
Apprentice Meterman 3rd 9 Months	\$463.81
Apprentice Meterman 4th 9 Months	\$488.17
Arborist	\$368.41
GIS/CAD Technician	\$488.62
Crew Leader, Working	\$593.27
CT Operator 1st 6 Months	\$474.30
CT Operator 2nd 6 Months	\$510.84
Division Administrative Specialist	\$283.72
Trouble Dispatcher Trainee	\$367.05
Trouble Dispatcher II	\$401.10
Senior Trouble Dispatcher	\$465.51
District Planner I	\$410.47
District Planner II	\$466.52
District Planner III	\$522.45
Senior District Planner	\$578.39
Electronics Technician	\$532.94
Engineering Technician III	\$318.00
Fleet Control Data Technician	\$413.18
Heavy Equipment Mechanic P&L 1st Year	\$452.54
Heavy Equipment Mechanic P&L 2nd Year	\$477.68
Heavy Equipment Mechanic P&L 3rd Year	\$502.83
Inspector/Locator 1st Year	\$438.55
Inspector/Locator 2nd Year	\$452.54
Inspector/Locator 3rd Year	\$480.62

Instrument/Pneumatics Technician	\$559.44
Instrument/Pneumatocs Technician Operator	\$570.83
Inventory Clerk	\$460.88
Journeyman Lineman	\$539.71
Journeyman Mechanic/Welder	\$554.14
Journeyman Meterman	\$523.58
Journeyman Power Plant Electrician	\$532.94
Journeyman Power Plant Electrician Operator	\$544.33
Journeyman Power Plant Mechanic	\$520.76
Journeyman Power Plant Mechanic Operator	\$532.15
Lead Warehouseman	\$457.50
Machinist/Mechanic	\$554.14
Meter Foreman, Working	\$586.39
Meter Records Clerk 1st Year	\$242.56
Meter Records Clerk 2nd Year	\$280.00
Meter Records Clerk 3rd Year	\$330.18
Meter Serviceman	\$451.18
Meter Service Repairman	\$490.31
Power Plant General Utility Worker	\$409.01
Relay Technician	\$586.39
Revenue Protection/Electrical Inspector	\$487.27
Senior Electronics Technician	\$567.00
Substation Foreman, Working	\$605.11
Substation Lineman	\$565.08
System Operator Trainee (I)	\$419.83
System Operator II	\$475.77
System Operator III	\$531.81
Senior System Operator	\$587.63
Troubleman	\$566.32
Utility Data Specialist	\$273.59
Utility Field Service Worker	\$464.38
Utility Maintenance Lead Worker	\$430.32
Utility Maintenance Worker 1st 6 Months	\$302.33
Utility Maintenance Worker 2nd 6 Months	\$318.23
Utility Meter Reader I	\$417.13
New Hire Utility Meter Reader as of 11/1/21	\$259.81
Utility Property Accountant	\$412.62
Utility Support Clerk	\$307.23
Utility Accounting Specialist	\$314.19
Warehouse Clerk 1st Year	\$317.22
Warehouse Clerk 2nd Year	\$354.54
Warehouse Clerk 3rd Year	\$391.76
Warehouseman 1st 6 Months	\$365.25

Warehouseman 2nd 6 Months	\$382.85
Warehouseman 3rd 6 Months	\$398.41
Warehouseman 4th 6 Months	\$415.89

The annual 401a benefit will vest according to the following schedule:

Years of Service	Vesting
1 years	10%
2 years	20%
3 year	30%
4 years	40%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 years	100%

Employees who experience a duty-related disability or who die while employed by the City shall automatically become fully vested, and shall receive any initial or annual contribution as if they had completed the then-current contract year (i.e. as if they had continued working to the next upcoming July 1 anniversary date).

ARTICLE 12 Leave of Absence

Section 1. Military Leave - Bargaining unit members shall be granted military training leaves of absence in accordance with applicable state law without loss of pay or other benefits for a period not to exceed a total of one hundred and twenty (120) hours in any Federal fiscal year. Competent orders and sufficient prior notice must be received by the Human Resources Director in order to grant military leave. While the City recognizes the re-employment rights of the veteran, the personnel record must reflect the employee's re-employment rights in accordance with Federal and State laws with a copy of the orders incorporated in the personnel file.

Section 2. Leave of Absence Without Pay - Leave of absence for good cause may be granted by the City at its discretion. Request for leave of absence must be submitted in writing stating the reason therefore and the expected date of return to work, not to exceed ninety (90) days from the beginning of absence.

Section 3. Leave of Absence for Union Business - Any employee who may be called upon to transact business for the Union requiring his temporary absence from duty with the City shall, upon twenty-four (24) hours' notice and permission from the City, be allowed to absent himself from duty without pay, but without the loss of any length of service rights, for sufficient time to transact such business.

An employee who may be elected or appointed to an office in the Union, not to exceed one (1) term, or three (3) years, whichever is less, which election or appointment requires his absence from duty with the City, shall be granted a leave of absence and shall, upon termination of his union duties, be reinstated to his former position, including all length of service rights, providing that he is then physically qualified to return to work.

Any bargaining unit member's schedule may be adjusted once per month to attend monthly Union meetings, with prior approval from the employee's supervisor, if the employee's classification and job assignment allows such schedule adjustment without creating any operational problems or added cost to the City.

Section 4. Injury Leave -

An employee who is receiving temporary disability payments under the Worker's Compensation laws may, in addition thereto, at his election, receive an amount of money equal to the difference between the disability payment and his regular salary up to the amount of his accumulated sick leave credit. Deduction shall be made from the employee's accumulated sick leave credit for the amount of such additional payment.

ARTICLE 13 Vacations

Section 1. Vacation Leave – All regular employees shall earn vacation leave credit for time actually worked, including the initial probationary period. Vacation leave shall accrue starting from each employee's first day of employment and may be used for any qualifying reason as soon as it is accrued. Such leave shall accrue in accordance with applicable schedules hereinafter set forth. Regular part-time employees shall receive vacation leave on a proportional basis to their work schedule.

Section 2. Schedule of Vacation Accrual

(a) All regular full-time employees shall accrue annual vacation leave at the rate per pay period so the following schedule holds true for continuous full-time service:

1. Less than sixty (60) months - eighty (80) hours
2. Sixty (60) to one hundred twenty (120) months - one hundred twenty (120) hours
3. One hundred twenty (120) months to one hundred eighty (180) months - one hundred sixty (160) hours
4. One hundred eighty (180) months and over - two hundred (200) hours

(b) All regular part-time employees shall accrue annual vacation leave credit on a proportional basis to the schedule above. The basis for accrual shall be the ratio of the employee's regularly scheduled work hours per day period divided by eighty (80).

- (c) Temporary employees are not eligible for vacation leave.

Section 3. Accumulation of Vacation Leave - Employees may accumulate vacation leave credit up to two (2) times their annual entitlement. The Power & Light General Manager may extend this accumulation to a maximum of twice the amount earned in a year, based upon the needs of the service and with approval of the Human Resources Director. However, any employee exceeding this maximum accumulation must take the necessary time off the subsequent year to maintain this formula, or forfeit any accumulation above the maximum. The Human Resources Department shall formally notify employees when leave time accrued exceeds the maximum allowed.

Section 4. Vacation Scheduling - Each Division Manager shall schedule vacation leave for employees of their Division, respecting the wishes of the employee so far as such is compatible with the needs of the service.

Any employee who is eligible for more than five (5) working days' vacation may split his vacation into as many as four (4) separate periods providing the vacation periods are scheduled in advance and approved by the Supervisor or Division Manager. Each division may allow vacation days to be split into more than four (4) separate periods based upon schedule, resources, and Division Manager's approval.

Employees may schedule up to five (5) days of their vacation credits in increments of two or more hours, schedule permitting, and when the request is approved by the Division Manager.

Section 5. Holidays Observed During Scheduled Vacation - An employee shall not be charged with a day of vacation taken for any holiday observed by the City which occurs during the employee's scheduled vacation.

Section 6. Effects of Employee's Termination - Any regular employee who separates from the service for any reason shall be paid for any unused accumulated vacation up to but not to exceed two (2) times the amount the employee is entitled to earn in the current year. Any above this will be forfeited by the employee upon termination. The Human Resources Department shall certify the amount of vacation leave to be paid. Any employee terminated during the initial probationary period shall not be entitled to pay for such vacation credit.

ARTICLE 14 Meal Allowance

Section 1. Employees who are required to work overtime shall be allowed reasonable time to eat meals at approximately every six (6) hours. If such overtime work was pre-scheduled eight (8) or more hours in advance for rotating shift workers or eighteen (18) or more hours in advance for all other employees, the meals shall be the responsibility of the employee as on any regular work day. If, however, the overtime is on an emergency call, allowance shall be paid for meals as follows:

- (a) Meal periods shall be as follows:

1. Rotating Shifts

- Shift A- 10:00 PM, 3:00 AM, 9:00 AM, 3:00 PM.
- Shift B - 6:00 AM, 11:00 AM, 5:00 PM, 11:00 PM
- Shift C - 2:00 PM, 7:00 PM, 1:00 AM, 7:00 AM

2. All Other Shifts - 6:00 AM, 12:00 Noon, 6:00 PM, 12:00 Midnight

- (b) Any employee who is called out for or required to stay beyond his regular shift for two (2) or more hours of overtime work which brackets a meal period shall be granted a meal allowance at the expense of the City. Such employee shall be allowed a reasonable time to eat such meal. City paid time shall not exceed one (1) hour per meal.
- (c) The allowance for meals shall be fifteen dollars (\$15.00) per meal for all meals.
- (d) An employee (or an entire crew if applicable) when working on unscheduled overtime who is entitled to a meal at the end of overtime work, may elect to stop work and take one (1) hour pay at the applicable overtime rate in lieu of eating the meal on paid time. The meal allowance would still be paid in this case. Employees working scheduled overtime (work pre-scheduled a minimum of eighteen (18) hours in advance) will not be paid for meals not taken unless they work through the meal at the request of management.

ARTICLE 15 General Provisions

Section 1. Supervisory personnel will not perform bargaining unit work except in emergencies to protect life or property or when failure to perform such work would result in the disruption of service or to train bargaining unit employees.

Section 2. Inclement Weather - The City will not require employees to perform outside work during inclement weather unless such work is necessary to protect life or property or to maintain service to the public. Weather instruments at the Service Center will be used to determine temperatures and wind velocities. The supervisor will be responsible for determining whether or not weather conditions will interfere with regular work and to see that employees are not subjected to severe personal discomfort.

During periods when employees are not required to perform outside work because of inclement weather, they will perform other meaningful work or attend safety, training, or other similar meetings.

For line crews, meter shop personnel, meter reading personnel and production personnel, inclement weather shall be defined as follows:

- a) When rain, sleet or snow is falling in sufficient amount to be apparent that to continue to work outside would result in the workmen getting wet.
- b) When the temperature is less than five degrees (5°) Fahrenheit.
- c) When the temperature is above five degrees (5°) Fahrenheit and the wind chill is at or below minus four degrees (-4°) Fahrenheit.
- d) When the heat index is at or above one hundred and five degrees (105°) Fahrenheit.

- e) No extended aerial work shall begin until the temperature has risen above ten degrees (10°) Fahrenheit.

For warehouse personnel, garage personnel and personnel assigned to turn on or turn off service, inclement weather shall be defined as follows:

- (a) When rain, sleet or snow is falling in sufficient amounts to get wet.
- (b) When the temperature is less than five degrees (5°) Fahrenheit.

In situations where employees are working in different localities, performing substantially similar job tasks, and the inclement weather conditions are substantially the same in the different localities, all of the employees will be treated substantially the same; with the understanding that even where weather conditions are exactly the same, certain types of work may be performed by some crews whereas other crews, with no such work to perform, will not be asked to work unless such work is necessary to protect life or property or to maintain service to the public. It is understood that the foreman and the employees will cooperate in the application of the above general principle.

Section 3. Replacement of Tools - Linemen and Heavy Equipment Mechanics

- (a) The replacement program for belts, climbers, canvas bags and hand tools requires an inspection of all such equipment owned and used on the job by linemen and apprentice linemen, at the time of their employment or advancement to the classification. This inspection is made by a supervisor and the Safety & Training Specialist.
- (b) Any belts, climbers, canvas bags or hand tools found by the inspection to be defective or unsafe will be replaced by the employee. A record will be made certifying that the employee has equipped himself with a complete outfit of required and approved belts, climbers and hand tools.
- (c) After the completion of the initial inspection and certification that belts, climbers, canvas bags and hand tools are safe, the employee will replace all such equipment lost by him, and the City will replace all such equipment certified as having been worn out or broken on the job. The employee shall turn in broken or worn out tools when requesting replacement of same.
- (d) The City will replace the same kind of belts, climbers, and canvas bags originally owned by the employee.
- (e) This replacement program applies to the following equipment for linemen: belts, gut straps or suspenders, canvas bags, climbers, adjustable wrenches, skinning knife, eight inch (8") square blade screwdriver, six inch (6') rule, hammer (including new handles), wire cutters, speed wrenches and any other hand tools that may be determined by the Section Superintendent as necessary.
- (f) Linemen, meter shop personnel and power plant employees shall be furnished leather work gloves by the City, provided that the City's obligation to supply shall not be more than four

(4) pairs a year to linemen and meter shop personnel and one (1) pair a year to power plant employees with the following exception: Power plant workers may be issued replacement gloves if the original issue of worn out or damaged gloves is returned.

- (g) Each apprentice lineman shall be required to equip himself with a new and complete outfit of required belts, climber's canvas bags and hand tools before starting work in the classification.
- (h) Each Heavy Equipment Mechanic shall be required to equip himself with a complete outfit of required tools. The employee shall replace all tools lost by him, and the City will replace all such tools certified as having been worn out or broken on the job. The employee shall turn in broken or worn out tools when requesting replacement of same. The City will replace the same kind of tools originally owned by the employee.
- (i) The City will replace any item of equipment listed above as being required of an employee for the performance of the employee's job when such item is stolen, subject to the following conditions:
 - 1. Each item is listed on a written inventory maintained by the City, which inventory gives a description of the item and its value.
 - 2. Each item is marked with information sufficient to identify the owner.
 - 3. The stolen items were secured in a location provided by the City for that purpose. Items which are stolen when left overnight in City or personal vehicles that are not in use shall not be replaced.
 - 4. A police report is made. A finding of forced entry must be made before Heavy Equipment Mechanic's tools will be replaced.

Section 4. Voting - When an employee's work schedule, either regular or emergency, does not leave available three (3) consecutive hours during voting hours for the purpose of voting at all state, county, city and national elections, then the employer shall allow time off, with pay, during the tour of duty as is necessary for such purposes.

Section 5. Safe Working Conditions

- (a) The APPA Safety Manual will be used as the Department's safety manual. Any variances, additions or other modifications to safety rules or safety practices will be reviewed by the Safety Steering Committee for consideration and recommendation to the Power & Light Director. The Power & Light Director shall either modify, adopt or reject any recommendation within thirty (30) days of receipt and shall notify the Union of the decision within ten (10) days. The Safety Steering Committee shall consist of four (4) employees appointed by the Power & Light Director and four (4) employees appointed by the Business Representative at least one (1) of whom works in the Transmission & Distribution Division and at least one (1) of whom works in Production Division.

- (b) Monthly safety meetings will be held among the employees by work groups for the purpose of instruction in safe practices.
- (c) The City shall provide an annual safety shoe allowance of two hundred fifty dollars (\$250.00) for Lineman and one hundred fifty dollars (\$150.00) for all other positions that require such safety shoes. The allowance will be provided when shoes are replaced and are presented as evidence. Employees shall be responsible for procuring and maintaining appropriate footwear. Any part of the reimbursement not expended in one (1) year may be carried over to the next year. The total reimbursable amount shall not exceed five hundred dollars (\$500.00) during the term of this agreement.

The City will furnish adequate protective equipment for employees when working on live lines or exposed to contact with live electrical equipment, and all other safety equipment reasonably necessary for the protection of employee, and the Union agrees that the employees will make full use thereof. The City shall also set a regularly scheduled inspection and testing for all rubber goods and safety equipment in accordance with accepted rules as provided by the National Safety Council.

- (d) If for reasons of maintaining service to the public or in cases of emergencies to protect life or property, it is necessary to perform work on the Boiler Drum Level during periods of abnormal heat, two (2) employees shall perform such work and shall be rotated to ensure their safety and well-being.
- (e) Equipment deemed by the Safety Steering Committee to be unsafe shall be replaced or removed from service until repaired. If a dispute arises on the safe condition of a piece equipment, the question shall be referred to the Power & Light Director for final disposition.
- (f) For employees who are required to wear safety glasses on a regular basis, the City shall continue its existing program of reimbursing employees for qualified prescription safety glasses in an amount equal to the cost of such glasses, not to exceed two hundred dollars (\$200.00) annually. The City further agrees to replace prescription safety glasses broken or damaged on the job independent of the annual cap.
- (g) The employees and the City at all times agree to observe the safety rules and regulations and any other safety requirements of the Department and to adhere to instruction regarding the safe performance of work.
- (h) A copy of each Employee Accident Report shall be made available to the Union upon request.

Section 6. The Union Business Manager, or his designated representative in writing, if an employee of the City, will be permitted to be absent from work on a basic work day without loss of pay for the time necessarily consumed in meetings with authorized representatives of the City in connection with Step 1 and Step 2 of the grievance procedure and for the purpose of attending meetings of the Safety Steering Committee, and for time necessarily consumed in traveling to and from such meetings.

Those employees designated by the Union Business Manager as members of the Union negotiating committee shall be permitted to be absent from work without loss of pay to attend negotiating sessions for this Memorandum of Agreement.

Section 7. Employees in the bargaining unit shall be paid biweekly on Friday for all hours worked during the biweekly pay period ending the previous Saturday 12:00 Midnight. In the event a holiday falls on the basic payday, payment shall be made the preceding work day.

Section 8. Reporting for Work - All employees, when working their regular shift, shall report for work and quit at the end of such day's work at their respective designated reporting location.

Section 9. Rest Breaks - Employees (excluding those who work a straight eight (8) hour shift with no lunch break) will be allowed not to exceed two (2) fifteen (15) minute rest breaks per normal working day.

Section 10. Clean Up Time - At the end of the work day Power Plant Maintenance and Fuel Handling personnel shall be allowed twenty (20) minutes for cleaning up prior to clocking out.

Section 11. Payment of Shift Premium - For employees whose shift is temporarily changed, shift premium will apply to hours outside the normal day shift hours.

Section 12. Rest Period Following Emergency Call-Out - Employees working in classifications, which require one (1) normal shift who are scheduled for overtime or called out for emergency duty within the eight (8) hour period prior to their regular shift shall be entitled to a rest period equal to the number of hours of scheduled overtime or emergency duty worked at no loss of pay, at the beginning of such regular shift. Provided that if the employee performs such work only during six (6) hours preceding his regular shift and works into his regular shift, he will be granted equal time off with no loss of pay immediately prior to the end of his regular shift.

Employees who are required to work sixteen (16) consecutive hours shall be entitled to a rest period of eight (8) hours and shall receive pay for such eight (8) hour period at their applicable straight time rate. Employees shall not be required to work more than sixteen (16) consecutive hours.

Employees working in classifications which normally require multiple shifts who work overtime within the eight (8) hour period prior to their regular shift, shall receive one (1) hour's pay at the applicable straight time rate for each hour worked within the eight (8) hour period prior to their regular shift in lieu of a rest period.

No rest period will be paid on non-work Holidays or other non-work days provided employees have a minimum of eight (8) hour break before their next regularly scheduled work day.

Employees working out of position during their first shifts occurring before and after a call-out shall be paid for the call out at their out-of-position rate.

Section 13. Light Duty Work - An employee who has been injured on duty but has been released by the City physician to perform light duty work shall be given light duty work as determined by the City at his/her regular rate of pay, provided meaningful work is available.

When forty hours (40) of paid benefits are exhausted by a regular employee who has sustained an off the job injury, said employee may request to return to light duty status. The City will provide light duty opportunities to the extent it has meaningful, productive work available that is fully consistent with the employee's work restrictions, provided no other employee with a work-related injury needs the assignment. When productive light duty is not available within an employee's job classification, the City may offer temporary light duty work in a different job classification. When no light duty is available, the employee may request to remain on leave. Leave benefits shall be charged to sick leave and/or personal business. If the employee has exhausted all sick leave benefits and personal business, he/she may charge leave time to accrued vacation or be off without pay.

Upon request to return an employee to light duty, management shall forward descriptions of light duty work to the City physician. The City physician shall determine if the employee is capable of performing the light duty work. If the City physician determines that the employee is not capable of performing, the employee shall not be returned to work under this provision.

Light duties shall continue until such time that release from the City physician to perform regular duties is given or the City physician determines the employee has permanent disability.

Section 14. The City shall pay the difference in cost between a regular driver's license and the cost of the Commercial Drivers License for those employees required to have such.

Section 15. Uniforms for Utility Meter Readers shall be as provided for in Exhibits "D" and "E". The Utility otherwise shall furnish uniforms (11 Pants and 11 Shirts) to all employees except System Operators, Trouble Dispatchers, Warehouse Clerk, Meter Records Clerk, GIS/CAD Technicians, Engineering Technician III, Utility Data.

Specialists, Utility Property Accountants, Utility Support Clerks, Utility Accounting Specialists, District Planners and Division Administrative Specialists. The City may issue and require employees to wear soft hats and t-shirts when not in conflict with hardhat and clothing safety rules. Employees may not wear non-issued soft hats and shirts when on duty unless expressly approved by management personnel from time to time.

All bargaining unit personnel within the Transmission & Distribution (T&D), Operations, and Production Divisions in the classifications of Apprentice Lineman, Apprentice Meterman, Crew Leader Working, Electronics Technician, Inspector/Laborer, Journeyman Lineman, Journeyman Meterman, Meter Forman Working, Meter Serviceman, Meter Service Repairman, Relay Technician, Senior Electronics Technician, Substation Foreman Working, Substation Lineman, Troublemaker, Utility Field Service Workers, CT Operator, Instrument/Pneumatics Technician, Utility Maintenance Worker in the Production Division, Power Plant Electrician, Power Plant Mechanic, Power Plant General Utility Worker, and any other classification routinely required to wear FR clothing shall be supplied an annual Flame Retardant (FR) clothing allowance of \$1,500 at hire or initial transfer into the program, with a yearly allowance of \$1,000 each year thereafter on July 1 each year. Employees may roll over up to \$600 per year, with a maximum cap of \$1,200. Due to contractual commitments, the employees not already on the FR clothing allowance program will begin participating in the program on July 1, 2022, and the City will continue the current uniform rental program until the employee's FR clothing order is filled. Once they become eligible

for this allowance, employees shall not receive pants and shirts from the City. In the event an employee resigns or provides notice of resignation within 30 days of ordering clothing or requesting reimbursement, the employee shall reimburse the City for the amount requested or purchased by the City on the employee's behalf.

Section 16. Cell Phones - Each Crew Leader, Working will be provided a City cell phone upon request.

Section 17. Employee Discipline.

(a) Notice of Investigation. In all cases of potential discipline, management shall notify the employee involved of the conduct or work performance at issue, and meet with the employee (and Union representative if requested) within fourteen (14) calendar days after the City first becomes aware of the circumstances giving rise to the possibility of discipline, unless reasonable diligence requires additional time for investigation.

(b) Warnings. Documented verbal warnings shall be deactivated one year after the discipline is issued, provided the employee had not received additional discipline during the intervening period. Written warnings shall be deactivated two years after the discipline is issued, provided the employee has not received additional discipline during the intervening period. Deactivated discipline shall not be considered when setting the appropriate level of discipline, but remains relevant when determining whether an employee was aware of the City's expectations in any particular area.

(c) Suspension. No suspension without pay shall commence until management has completed its investigation into the incident or issue in question, which shall include providing the employee with information about the allegations against him or her, and an opportunity to tell his or her side of the story. If a single or multi-day suspension is assessed to an employee assigned to a twelve-hour shift, such suspension shall be served as eight (8) hours equals one (1) day.

Section 18. Pole Replacement

IPL line crews doing pole replacement work shall not be responsible for transferring the equipment of non-IPL entities to the new pole.

Section 19. Communications Shop Work Assignments. Any time a Communications Shop worker will be performing work in the direct line of traffic, management will assure there are two employees assigned and present on the job.

ARTICLE 16 Insurance

Section 1. The City shall offer all employees of the bargaining unit the insurance and hospitalization program available to other employees of the City on the same terms and conditions.

Section 2. Employees of the bargaining unit shall have the option of obtaining any additional coverage available under any such program upon the payment of an additional premium through payroll deduction.

ARTICLE 17 Workers' Compensation

The parties acknowledge that the City's Workers' Compensation program operated in compliance with the Workers' Compensation Act applies to all employees covered under this Agreement.

ARTICLE 18 Retirement

LAGERS - All employees covered herein are members of the Local Government Employees Retirement System, "LAGERS," as set out in the Revised Missouri Statutes subject to all provisions thereof and entitled to all benefits included therein, with one hundred percent (100%) prior service credit for each member beginning with the date of his employment with the City.

ARTICLE 19 Longevity Pay

Effective November 17, 2024, any bargaining unit member receiving Longevity Pay will continue to receive their current Longevity Pay accrued to date but will cease to accrue additional Longevity Pay. In lieu of Longevity Pay, the City agrees that in any given year, the wage table adjustment for all members shall not be less than one-half percent (0.5%).

ARTICLE 20 Contracting Work

The City reserves the right to enter into any contracts it deems necessary or advisable for the operation, maintenance, repair or extension of the electric system. The Utility agrees, however, that it will not contract any work which is customarily done by its regular employees if as a result thereof it would be necessary to lay off any such employee.

ARTICLE 21 Grievance Procedure

Section 1. The purpose of this Article is to (a) provide the opportunity for discussion of any request or complaint and (b) to establish procedures for the processing and settlement of grievances. In the event of any complaint or grievance arising under the terms and provisions of this Agreement or of any disputes between the parties as to the interpretation or application of this Agreement, such complaint or grievance shall be processed through the grievance and arbitration procedure in accordance with the terms herein.

Section 2. Definitions of a Grievance - A grievance is any of the following:

- (a) A complaint regarding working conditions as set under the terms of this Agreement.
- (b) The alleged unjust application of the rules and regulations of the Department.
- (a) The alleged unjust application or interpretation of the terms of this Agreement.

Section 3. The City affirmatively denies that there is a right to strike and there shall be no strike, lockout, work stoppage, slowdown or other interruption or impeding of normal operation on account of any grievance. All grievances falling within the scope of Sections 1 and 2, above, shall be settled properly in the manner set out below. The various time limits set forth in this Article may be extended only by the mutual written agreement of the Union and the Company. It

is understood by both parties that agreement via email will be considered a written response. Any grievance not submitted at the initial step or appealed to the next step within the time prescribed shall be deemed abandoned, and the City shall have no obligation to process it further.

Step 1. Any employee having a grievance should first discuss it with his Union Steward and/or Union Representative. If the grievance cannot be resolved, the employee and the Union Steward and/or Union Representative will discuss it thoroughly with the immediate supervisor. The employee and the Union Steward must have such discussion with the immediate supervisor within twenty (20) calendar days of the date that the action complained of was known, or reasonably should have been known, to the employee or the Union.

Step 2. If a satisfactory settlement of the grievance cannot be reached, or if an answer is not given by the immediate supervisor by the end of three (3) calendar days, the grievance shall be put into writing by the employee aggrieved, dated and signed by him, then presented to the Division Manager. The Union Steward and/or Union Representative, the immediate supervisor, and the division head shall make every effort to settle the grievance at this level.

Step 3. If the grievance is not settled at Step 2, it may be submitted to the Power and Light Director, in writing, within twenty (20) calendar days from the receipt of the Step 2 answer or within twenty (20) calendar days after submission of the Step 2 appeal, if no decision has been received by that time. The Business Manager and/or Union Representative and the Power and Light Director or their designated representative shall make every effort to settle the grievance which shall be answered in writing within seven (7) calendar days following submission in this step.

Step 4. If the Union and Utility have not been able to resolve a grievance in the third (3rd) step of the grievance procedure, either party may request that the matter be arbitrated, as set in Article 21 of this Agreement.

ARTICLE 22 Arbitration

Section 1. Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within twenty-one (21) calendar days following the decision of Step 4 in Article 21 above, or within thirty (30) calendar days after submission of the Step 3 appeal, if no decision has been received by that time. The notice shall set forth the place, date, time and nature of the occurrence upon which the grievance is based, and shall set out any particular portions of this Memorandum of Agreement or the Personnel Policies and Procedures Manual, if applicable, which it is alleged were violated or misinterpreted. If notice of intent to arbitrate is not delivered within twenty-one (21) calendar days, the grievance shall be deemed abandoned.

Section 2. Selection of Arbitrator - Within twenty-one (21) calendar days after notice of intent to arbitrate is delivered, the party seeking arbitration shall submit a request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from such list, until one (1) name remains. The parties shall toss a coin to determine which party will strike the first name. The remaining person shall be accepted by both parties as the arbitrator to hear and decide the dispute. Alternatively, the parties may agree to use a certain

arbitrator.

Section 3. Compensation of Employees - Employees shall not be paid for the time spent in attending an arbitration proceeding other than as a witness on behalf of the City.

Section 4. Decision of Arbitrator - The decision of the arbitrator shall be subject to the following conditions:

- (a) The arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the arbitrator to act effectively.
- (b) In the resolution of disputes, the arbitrator shall give no weight or consideration to any matter except the language of the Agreement and the evidence presented by the parties.
- (c) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum of Agreement. The arbitrator shall have no power to establish or change any wage rates.
- (d) The decision of the arbitrator shall be final and binding on both parties as to all matters which may arise out of the interpretation or application of this Memorandum of Agreement, except for the City Manager's right of review as set out in paragraph (f) below.
- (e) The arbitrator shall have discretion to reduce or raise the discipline imposed.
- (f) Decisions of the arbitrator regarding hiring, promotion, termination, layoff, reduction in force, separation, discipline and reprimand of individual employees shall be subject to review by the City Manager. Where the arbitrator's decision resolves issues of fact, the City Manager is not authorized to substitute his or her own judgment for the judgment of the arbitrator if the arbitrator's findings of fact are supported by competent and substantial evidence. The City Manager is authorized to reject the arbitrator's decision only where the arbitrator's findings of fact and decision based thereon are clearly contrary to the overwhelming weight of the evidence viewed in its entirety, together with all legitimate inferences which may be reasonably drawn from that evidence, and in the light most favorable to the findings of fact and decision of the arbitrator based thereon. Where the arbitrator's decision is based upon an application or interpretation of law, the City Manager may review the award to determine if it is in violation of constitutional provisions; if it is for any reason unauthorized by law; or if it is made upon unlawful procedure or without a fair hearing. The City Manager can exercise his or her own judgment on these matters after receiving advice from the City Counselor or an authorized designee. Notwithstanding any of the foregoing, the City Manager may reject the decision of the arbitrator if such rejection results in a disposition of the case more favorable to the office or employee than the decision of the arbitrator.
- (g) The costs of the arbitrator shall be shared equally by the City and the Union.
- (h) This Article does not extend to negotiations for amendment of this Memorandum of Agreement or for mediation of any disagreements involved in such negotiations.

ARTICLE 23 Expedited Grievance Procedure and Arbitration For Disputes Relating to Selection For Bid Jobs

Any grievance arising out of the City's decision to award a Bid Job to any individual shall be filed at Step 3 of the grievance procedure prescribed in Article XXII, Section 3 within ten (10) days of the City's decision to award such Job. In the event that any grievance that arising out of the decision to award a Bid Job is not resolved in Step 3 of the grievance procedure, such matter may be submitted to expedited arbitration only as herein provided.

To invoke expedited arbitration, the Union must serve written notice of the Union's intention to arbitrate upon the City within ten (10) working days of the City's Step 3 grievance decision. Time limits concerning expedited arbitration may be changed or modified in a particular case by the express mutual agreement of the parties.

The City and Union shall attempt to have drawn up and ready for selection, a list of mutually acceptable arbitrators who may be contacted directly for an expedited arbitration. Should this not have been done, or should no arbitrator on the list be available, and should the parties within seventy-two (72) hours be unable to agree upon an arbitrator, they shall immediately contact the office of the Federal Mediation and Conciliation Service by email to request a panel of seven (7) arbitrators. The parties shall select an arbitrator from this list by alternate striking within five (5) days. The parties shall contact the arbitrator selected within three (3) days. If the arbitrator selected cannot hear the matter within thirty (30) days, the last struck arbitrator will be contacted.

The arbitrator shall hold an arbitration hearing as expeditiously as possible, but in no event later than thirty (30) days after receipt of said notice. Any briefs shall be filed or arguments shall be made by the parties at the hearing and the decision of the arbitrator shall issue forthwith and in no event later than forty-eight (48) hours after the conclusion of the hearing. The arbitrator's written opinion will follow within thirty (30) days. The arbitrator's decision shall be subject to the provisions of Article XXIII, Section 4.

The arbitration proceedings shall be held at one of the City's facilities or such other place as designated by the arbitrator or agreed upon by the parties.

ARTICLE 24 Gender - Number - Tense

When not inconsistent with the context in which they appear, words appearing in the masculine gender include the feminine, and those in the feminine gender include the masculine; words in the plural number include the singular number, and those in the singular number include the plural; and words used in the present tense include the future. The word "shall" is always mandatory and not merely directory.

ARTICLE 25 Employee Compensation

Section 1. Power & Light Department employees covered by the provisions of this Agreement shall be paid in accordance with the hourly rates set forth in Exhibit "A" attached hereto and made a part hereof effective upon ratification of this Agreement. The hourly rates set forth in Exhibit "A" are for the normally assigned working hours of employees, and do not include overtime pay, shift differential or other added compensation provided for in this Agreement. All regular pay

rates shall be increased by 3%% upon ratification, by an additional 3% on November 1, 2025, and by an additional 3% on November 1, 2026, as reflected in Exhibit “A”. The two remaining employees (see Table A*), whose wages were “frozen” upon the closing of the Blue Valley Power Plant, shall receive .5% upon ratification, .5% on November 1, 2025, and .5% on November 1, 2026.

Section 2. The rates set out in Appendix A reflect additional market adjustments for the following job classifications to the first contract year total hourly wage rates specified:

Journeyman Power Plant Electrician	\$54.00
Warehouse Clerk	\$45.33
Utility Support Clerk	\$31.22
Utility Data Specialist	\$30.22

Section 3. Meter Readers Hired on or After January 12, 2022. Meter Readers hired on or after January 12, 2022, shall be paid at the Utility Meter Reader B rate.

Section 4. Lineman Retention Bonus. The City will issue quarterly retention payments in the gross amount of Two Thousand Five Hundred Dollars (\$2,500.00) per calendar quarter to employees who are journeyman lineman qualified. Each quarterly payment will be issued on the pay date corresponding to the first full pay period occurring after the quarter has ended. In order to receive these retention payments, employees must have been employed for the entire calendar quarter, must have completed any necessary pole top training, and must have actively responded to call-outs (per Article 8.5(b)) and have a callout response rate of at least 25% during each quarter prior to that quarter’s bonus payment. Employees are only eligible to forfeit a quarterly retention bonus payment when they have received at least four (4) counted callouts in the quarter for his/her respective job classification. Retention Bonus payments will be processed as follows:

1 st Quarter (November – January):	Payment will be on the 2 nd pay date in February.
2 nd Quarter (February – April):	Payment will be on the 2 nd pay date in May.
3 rd Quarter (May – July):	Payment will be on the 2 nd pay date in August.
4 th Quarter (August – October):	Payment will be on the 2 nd pay date in November.

This bonus shall follow this payment schedule for each year of the current agreement.

ARTICLE 26 Complete Agreement

Prior to ratification of this Agreement, both the City and Local 53 agree to execute any outstanding Letters of Understanding (LOU) and/or Memoranda of Understanding (MOU) that remain acceptable to both parties, and to incorporate any such LOU’s and/or MOU’s into this agreement

at Appendix F.

Any LOU or MOU that precedes the effective date of this agreement that was not included in Appendix F, shall be null and void.

ARTICLE 27 Termination Date

This Agreement shall continue in effect until October 31, 2027, and thereafter from year to year unless either party to this Agreement gives ninety (90) days written notice prior to any yearly anniversary date thereafter, to open the Agreement for discussion on certain issues or terminate this Agreement.

ARTICLE 28 Successorship

The City's obligation under this Agreement shall be binding upon its successors, administrators, executors and assigns as required by applicable law. The City shall give notice of the existence of this Agreement, a copy of this Agreement and contact information for the Union, to any purchaser, transferee, lessee, assignee, or other entity involved in a sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which an operation (for which employees subject to this Agreement are performing services) is transferred to an entity other than the City. Such notice shall be in writing. The Union shall be given a copy of the written notice at the time the seller, transferee or lessee makes the transaction known to the public or executes a contract for a transaction as herein described, whichever occurs first. Additionally, the City shall advise the Union of the nature of the transaction, not including financial details, once the City and the other party have executed a contract for a transaction as herein described.

ARTICLE 29 Notice

Any notice to be given under this Memorandum of Agreement shall be given by regular mail, be completed by and at the time of mailing, and, if given by the City, be addressed to Business Manager, International Brotherhood of Electrical Workers, Local 53, 1100 Admiral Boulevard, Kansas City, Missouri 64106, and if given by the Union, be addressed to the City Manager, City of Independence, 111 East Maple, Independence, Missouri 64050 with a copy to the City Counselor at the same address. Either party may by like written notice change the address to which regular mail notice is to be given.

Execution

IN WITNESS WHEREOF, the parties have hereunto set their names and seals the day and year first above written.

CITY OF INDEPENDENCE, MO

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 53**

By: _____
Zachary C. Walker, City Manager

By: _____
Benjamin Bush, Business Manager

Table A – Hours of Work

	1st or A Shift		2nd or B Shift		3rd or C Shift		
Position Classification	Begin of Shift	End of Shift	Begin of Shift	End of Shift	Begin of Shift	End of Shift	Lunch Period
Apprentice Lineman	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Apprentice Meterman	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Apprentice Power Plant Electrician	7:30AM	4:00PM					12:00-12:30
Apprentice Power Plant Mechanic	7:30AM	4:00PM					12:00-12:30
Arborist, P&L	7:00AM	3:30PM	-	-	-	-	12:00-12:30
GIS/CAD Technician	8:00AM	4:30PM	-	-	-	-	12:00-12:30
Crew Leader, Working	7:00AM	3:30PM	-	-	-	-	12:00-12:30
CT Operators	10:00PM	6:00AM	6:00AM	2:00PM	2:00PM	10:00PM	1
Trouble Dispatcher	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
Trouble Dispatcher (Relief Position) (7)	6:00AM	4:00PM	-	-	-	-	12:00-12:30
District Planner	7:00AM	3:30PM	-	-	-	-	6
Division Administrative Specialist							
- IUC	7:00AM,	4:00PM					1
- Production	7:30AM	4:00PM					6
Electronics Technician Four-Day Per Week Job	7:00AM	5:30PM	-	-	-	-	12:00-12:30
Engineering Technician III	7:00AM	3:30PM	-	-	-	-	6
Fleet Control Data Technician	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Heavy Equipment Mechanic - P&L	7:30AM	4:00PM	-	-	3:30PM	11:30PM	½Hour(2)
Inspector/Locator	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Instrument/Pneumatics Technician	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Inventory Clerk	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Journeyman Linemen	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Journeyman Mechanic/Welder	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Journeyman Meterman	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Journeyman Power Plant Electrician	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Journeyman Power Plant Mechanic	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Laboratory Control Technician	7:30AM	4:00PM					12:00-12:30
Lead Warehouseman (5)	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Machinist/Mechanic	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Meter Foreman, Working:	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Meter Records Clerk							
- Support Services (Meter Reading)	7:30AM	4:00PM	-	-	-	-	12:00-12:30
- T&D (Meter Shop)	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Meter Service Repairman	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Power Plant General Utility Worker	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Power Plant Operator I (3)	10:00PM	6:00AM	6:00AM	2:00PM	2:00PM	10:00PM	1
Power Plant Operator II (3)	10:00PM	6:00AM	6:00AM	2:00PM	2:00PM	10:00PM	1
Power Plant Operator III (3)	10:00PM	6:00AM	6:00AM	2:00PM	2:00PM	10:00PM	1
Relay Technician	7:00AM	3:30PM	-	-	-	-	12:00-12:30

	1st or A Shift		2nd or B Shift		3rd or C Shift		
Position Classification	Begin of Shift	End of Shift	Begin of Shift	End of Shift	Begin of Shift	End of Shift	Lunch Period
Senior Electronics Technician Four-Day Per Week Job	7:00AM	5:30PM	-	-	-	-	12:00-12:30
Revenue Protection/Electrical Inspector	7:00 AM	3:30 PM					6
Senior Electronics Technician	7:00 AM	3:30 PM					12:00-12:30
System Operator (Relief Position) (7)	6:00AM	4:00PM	-	-	-	-	12:00-12:30
System Operator Trainee	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
System Operator I	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
System Operator II	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
System Operator III	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
Senior System Operator	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
Substation Foreman, Working	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Substation Lineman	7:00AM	3:30 PM	-	-	-	-	12:00-12:30
Tool Room Mechanic	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Troubleman	6:00AM	6:00PM	6:00PM	6:00AM	-	-	½ Hour (1)
Utility Data Specialist - P&L							
- Production	7:30AM	4:00PM					6
Utility Field Service Worker (4)(6)	7:30AM	4:00PM	-	-	-	-	6
Utility Maintenance Lead Worker	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Utility Maintenance Worker							
- Project Development	7:30AM	4:00PM	-	-	-	-	12:00-12:30
-T&D	7:00AM	3:30PM	-	-	-	-	12:00-12:30
- Support Services (Vehicle Maint.) (8)	-	-	10:00 AM	6:30PM	-	-	½Hour
- Support Services (Warehouse)	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Utility Meter Reader I (6)	7:00 OR 7:30AM	3:30 OR 4:00PM					6
Utility Property Accountant	8:00AM	5:00PM	-	-	-	-	1 Hour no set time
Utility Support Clerk	7:00AM	3:30PM	-	-	-	-	6
Utility Accounting Specialist	7:00AM	4:00PM	-	-	-	-	1 no set time
Warehouse Clerk	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Warehouseman (5)	7:00 AM	3:30PM	-	-	-	-	5

Notes:

- (1) Lunch taken during shift.
- (2) Lunch taken during shift for 3rd Shift only
- (3) When a plant is shut down for an extended period (seven days or longer), the City may reschedule employees to work a shift from 8:00 a.m. to 4:30 p.m. with one half hour lunch.

- (4) Evening shift is governed by Exhibit E to the IBEW Agreement.
- (5) Half hour lunch between 12:00 p.m. and 1:00 p.m. so that at least one Warehousemen or Lead Warehouseman remains on duty
- (6) Half hour lunch between the hours of 11:00 AM and 1:00 PM
- (7) The normal shift for relief employees shall be four (4) ten (10) hour days per week.
- (8) 4 hours shift premium.
- (9) Meter readers may elect to work 7 a.m. to 3:30 p.m. or 7:30 a.m. to 4:00 p.m., but must have a fixed schedule and cannot change their schedule more than four times per year with at least twenty-four hours' notice.
- (10) All production schedules are subject to being replaced with 4/10 schedules by mutual agreement between the parties, as described in Article 7B, Section 1.
- (11) The existence of a job classification or schedule in this Table shall not be construed to mean that the classification or schedule must be filled.

EXHIBIT “A” Job Classifications and Wage Rate

Position	Upon Ratification	11/1/2025 (3%)	11/1/2026 (3%)
Apprentice Lineman 1st year	\$42.33	\$43.60	\$44.90
Apprentice Lineman 2nd Year	\$44.07	\$45.39	\$46.75
Apprentice Lineman 3rd Year	\$46.13	\$47.52	\$48.94
Apprentice Lineman 4th Year	\$47.98	\$49.42	\$50.91
Apprentice Meterman 1st 9 Months	\$41.66	\$42.91	\$44.20
Apprentice Meterman 2nd 9 Months	\$43.59	\$44.90	\$46.25
Apprentice Meterman 3rd 9 Months	\$45.57	\$46.93	\$48.34
Apprentice Meterman 4th 9 Months	\$47.02	\$48.43	\$49.88
Apprentice Power Plant Electrician 1st 6 Months	\$41.17	\$42.41	\$43.68
Apprentice Power Plant Electrician 2nd 6 Months	\$43.34	\$44.64	\$45.98
Apprentice Power Plant Electrician 3rd 6 Months	\$45.62	\$46.99	\$48.40
Apprentice Power Plant Electrician 4th 6 Months	\$48.02	\$49.46	\$50.94
Apprentice Power Plant Mechanic 1st 6 Months	\$40.23	\$41.44	\$42.68
Apprentice Power Plant Mechanic 2nd 6 Months	\$42.35	\$43.62	\$44.93
Apprentice Power Plant Mechanic 3rd 6 Months	\$44.59	\$45.93	\$47.31
Apprentice Power Plant Mechanic 4th 6 Months	\$46.93	\$48.34	\$49.79
Arborist	\$36.24	\$37.32	\$38.44
GIS/CAD Technician	\$48.06	\$49.50	\$50.99
Crew Leader, Working	\$59.89	\$61.69	\$63.54
CT Operator 1st 6 Months	\$46.65	\$48.05	\$49.49
CT Operator 2nd 6 Months	\$50.25	\$51.75	\$53.31
Division Administrative Specialist	\$27.91	\$28.74	\$29.61
Trouble Dispatcher I (Trainee)	\$39.26	\$40.44	\$41.65
Trouble Dispatcher II	\$41.97	\$43.22	\$44.52
Senior Dispatcher	\$45.79	\$47.16	\$48.58
District Planner I	\$40.37	\$41.59	\$42.83
District Planner II	\$45.89	\$47.26	\$48.68
District Planner III	\$51.39	\$52.93	\$54.52
Senior District Planner	\$56.89	\$58.60	\$60.36
Electronics Technician	\$52.42	\$53.99	\$55.61
Engineering Technician III	\$31.28	\$32.22	\$33.18
Fleet Control Data Technician	\$40.64	\$41.86	\$43.12
Heavy Equipment Mechanic P&L 1st Year	\$44.51	\$45.85	\$47.22
Heavy Equipment Mechanic P&L 2nd Year	\$46.99	\$48.40	\$49.85
Heavy Equipment Mechanic P&L 3rd Year	\$49.46	\$50.94	\$52.47
Inspector/Locator 1st Year	\$43.14	\$44.43	\$45.76
Inspector/Locator 2nd Year	\$44.51	\$45.85	\$47.22
Inspector/Locator 3rd Year	\$47.27	\$48.69	\$50.15
Instrument/Pneumatics Technician	\$55.03	\$56.68	\$58.38
Instrument/Pneumatocs Technician Operator	\$58.12	\$59.86	\$61.66
Inventory Clerk	\$45.33	\$46.69	\$48.09

Journeyman Lineman	\$54.62	\$56.26	\$57.95
Journeyman Mechanic/Welder	\$54.51	\$56.14	\$57.83
Journeyman Meterman	\$51.50	\$53.05	\$54.64
Journeyman Power Plant Electrician	\$54.00	\$55.62	\$57.29
Journeyman Power Plant Electrician Operator	\$55.51	\$57.18	\$58.89
Journeyman Power Plant Mechanic	\$51.22	\$52.76	\$54.34
Journeyman Power Plant Mechanic Operator	\$54.31	\$55.94	\$57.62
Laboratory Control Technician	\$52.41	\$53.98	\$55.60
Lead Warehouseman	\$45.00	\$46.35	\$47.74
Machinist/Mechanic	\$54.51	\$56.14	\$57.83
Meter Foreman, Working	\$57.68	\$59.41	\$61.19
Meter Records Clerk 1st Year	\$23.86	\$24.57	\$25.31
Meter Records Clerk 2nd Year	\$27.54	\$28.37	\$29.22
Meter Records Clerk 3rd Year	\$32.48	\$33.45	\$34.46
Meter Serviceman	\$44.38	\$45.71	\$47.08
Meter Service Repairman	\$48.23	\$49.67	\$51.16
Power Plant General Utility Worker	\$40.23	\$41.44	\$42.68
Power Plant Operator I	\$46.19	\$47.57	\$49.00
Power Plant Operator II	\$49.75	\$51.24	\$52.78
Power Plant Operator III	\$53.60	\$55.20	\$56.86
Relay Technician	\$57.68	\$59.41	\$61.19
Revenue Protection/Electrical Inspector	\$47.93	\$49.37	\$50.85
Senior Electronics Technician	\$55.77	\$57.44	\$59.17
Substation Foreman, Working	\$61.05	\$62.89	\$64.77
Substation Lineman	\$57.12	\$58.83	\$60.59
System Operator Trainee	\$35.79	\$36.87	\$37.97
System Operator Trainee (I)	\$41.30	\$42.53	\$43.81
System Operator II	\$46.80	\$48.20	\$49.65
System Operator III	\$52.31	\$53.88	\$55.50
Senior System Operator	\$57.80	\$59.53	\$61.32
Tool Room Mechanic	\$51.22	\$52.76	\$54.34
Troubleman	\$57.24	\$58.95	\$60.72
Utility Data Specialist	\$30.22	\$31.13	\$32.06
Utility Field Service Worker	\$45.68	\$47.05	\$48.46
Utility Maintenance Lead Worker	\$42.33	\$43.60	\$44.90
Utility Maintenance Worker 1st 6 Months	\$29.74	\$30.63	\$31.55
Utility Maintenance Worker 2nd 6 Months	\$31.30	\$32.24	\$33.21
Utility Meter Reader I	\$41.03	\$42.26	\$43.53
Utility Meter Reader B (hired after 11/1/21)	\$31.93	\$32.89	\$33.87
Utility Property Accountant	\$40.59	\$41.80	\$43.06
Utility Support Clerk	\$31.22	\$32.16	\$33.12
Utility Accounting Specialist	\$31.92	\$32.88	\$33.87
Warehouse Clerk	\$45.33	\$46.69	\$48.09
Warehouseman 1st 6 Months	\$35.93	\$37.00	\$38.11
Warehouseman 2nd 6 Months	\$37.66	\$38.79	\$39.95
Warehouseman 3rd 6 Months	\$39.19	\$40.36	\$41.57

Warehouseman 4th 6 Months	\$40.91	\$42.13	\$43.40
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*Dennis Ebert and Ray Blann will receive a 0.5% increase each year of the contract

EXHIBIT “B” LINES OF PROGRESSION

Bid Job Apprentice Lineman, 1st Year
Promotes to - Apprentice Lineman, 2nd Year
Promotes to - Apprentice Lineman, 3rd Year
Promotes to - Apprentice Lineman, 4th Year
Promotes to - Journeyman Lineman
To Vacancy- Troubleman, or
To Vacancy- Crew Leader, Working

Bid Job Apprentice Meterman, 1st 9 mos.
Promotes to - Apprentice Meterman, 2nd 9 mos.
Promotes to - Apprentice Meterman, 3rd 9 mos.
Promotes to - Apprentice Meterman, 4th 9 mos.
Promotes to - Journeyman Meterman
To Vacancy- Meter Foreman, Working

Bid Job - Apprentice Power Plant Electrician, 1st 6 mos.
Promotes to - Apprentice Power Plant Electrician, 2nd 6 mos.
Promotes to - Apprentice Power Plant Electrician, 3rd 6 mos.
Promotes to - Apprentice Power Plant Electrician, 4th 6 mos.
Promotes to - Journeyman Power Plant Electrician

Bid Job Apprentice Power Plant Mechanic, 1st 6 mos
Promotes to - Apprentice Power Plant Mechanic, 2nd 6 mos.
Promotes to - Apprentice Power Plant Mechanic, 3rd 6 mos.
Promotes to - Apprentice Power Plant Mechanic, 4th 6 mos.
Promotes to - Journeyman Power Plant Mechanic

Bid Job Electronics Technician
To Vacancy- Senior Electronics Technician

Bid Job District Planner I

Promotes To District Planner II
Promotes To District Planner III
Promotes To Senior District Planner

Bid Job Power Plant Operator I
To Vacancy Power Plant Operator II*
To Vacancy Power Plant Operator III

Bid Job Substation Lineman
Promotes To Substation Foreman, Working

Bid Job System Operator I (Trainee)
Promotes To System Operator II
Promotes To System Operator III
Promotes To Senior System Operator

Bid Job Trouble Dispatcher I (Trainee)
Promotes To Trouble Dispatcher II
Promotes To Senior Trouble Dispatcher

Bid Job Warehouseman, 1st 6 mos.
Promotes To Warehouseman, 2nd 6 mos.
Promotes To- Warehouseman, 3rd 6 mos.
Promotes To Warehouseman, 4th 6 mos.
To Vacancy Lead Warehouseman

- * Employees working in the Power Plant Operator line of progression have the right to refuse a promotion. Employees who refuse a promotion will not be subject to discipline, and refusal of a promotion will have no effect on the employee's future opportunities for promotion.

Where all employees in the line of progression initially refuse promotion, IPL may require the qualified employee in the line of progression with the least amount of seniority to accept the promotion from Power Plant Operator II to Power Plant Operator III.

During the summer peak season, the City shall first offer temporary assignment to all qualified employees in the Plant Operator II classification for Plant Operator III openings. In the event all qualified employees in the Plant Operator II classification refuse such temporary assignment, the City may offer temporary assignment as Plant Operator III to qualified employees in the Plant Operator I classification.

Employees staying within a line of progression shall carry their seniority dates with them throughout the line.

The existence of any particular job or line of progression in this Exhibit shall not be construed to mean the job or line of progression must actually be filled.

EXHIBIT “C” BID JOB CLASSIFICATIONS

Vacancies in the following classifications shall be bid in accordance with ARTICLE V. Section 6:

Arborist – P&L
Apprentice Lineman
Apprentice Meterman
Apprentice Power Plant Mechanic
Apprentice Power Plant Electrician
GIS/CAD Technician
Trouble Dispatcher
District Planner I
Division Administrative Specialist
Electronics Technician Engineering Technician III
Fleet Control Data Technician
Heavy Equipment Mechanic - P&L
Instrument/Pneumatics Technician
Inventory Clerk
Inspector/Locator
Journeyman Mechanic/Welder
Laboratory and Records Clerk
Laboratory Control Technician
Machinist/Mechanic
Meter Records Clerk
Meter Service Repairman
Power Plant Electrician
Power Plant General Utility Worker
Power Plant Operator I
Relay Technician
Substation Lineman
System Operator Trainee
Tool Room Mechanic
Troubleman
Utility Data Specialist-P&L

Utility Field Service Worker
Utility Maintenance Lead Worker
Utility Maintenance Worker
Utility Meter Reader I
Utility Property Accountant
Utility Support Clerk
Utility Accounting Specialist
Warehouse Clerk Warehouseman

Note: The existence of any particular job classification in this Exhibit shall not be construed to mean the job must be filled.

EXHIBIT D

METER READING

Between

City of Independence and

Local Union 53, International Brotherhood of Electrical Workers

and

**Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union**

This Supplemental Work Agreement For Meter Reading is made and entered into as of ____ between the City of Independence, its successors and assigns, herein after referred to as the "City" and Local Union 53, International Brotherhood of Electrical Workers and Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, together hereinafter referred to as the "Bargaining Unit" both representing meter readers.

The purpose of this Agreement is to set forth the special terms and conditions related to combining the Water and Power meter reading operations of the City of Independence. The Agreement defines the wages, work rules, and other special conditions of employment for meter readers.

It is the intent of the parties that all provisions of this Agreement be strictly construed and governed by the provisions of the Charter of the City of Independence, Missouri, adopted December 5, 1961, as amended. This document shall prevail over the existing agreements with Local Union 53, International Brotherhood of Electrical Workers and Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, and then the Personnel Policies and Procedures Manual of the City of Independence.

Work Week

All utility meter readers shall work a day shift, Monday through Friday as set out in Table A to the IBEW Agreement. The Department will provide prior notification for required employee meetings and training sessions.

Overtime

Overtime will be assigned on a voluntary basis when possible, but may be required when the cycle window exceeds thirty-five (35) days and no volunteers are available.

The following procedure will be followed in the assignment of overtime:

1. The initial voluntary overtime assignment will be offered on the basis of City seniority (employee with highest City seniority receives first overtime

assignment.)

2. Should the highest seniority employee refuse the overtime assignment, the assignment will be offered to the employee with the next highest seniority. The highest seniority employee then will not receive a further opportunity to work overtime until all other utility meter readers have been offered an overtime opportunity.
3. The pattern will continue on a repetitive basis during the term of this Agreement.
4. If no employee accepts a voluntary overtime assignment, the Department may require the least senior employee in the working group to take the assignment.
5. When the least senior employee has worked a mandatory overtime assignment, that employee shall not again be assigned mandatory overtime until all employees in the classification have filled a mandatory assignment. The next least senior employee shall work the next occurring mandatory assignment, and so on until all employees have worked a mandatory assignment.

Reporting for Work

All employees shall report for work and quit at the end of the day's work at the Power & Light Department's Service Center facility or other designated location.

Notification of Absence

Each utility meter reader member shall be required to notify his/her supervisor no less than one (1) hour before the beginning of his/her work shift on the first day such employee requests sick leave status, unless for good reason such notice cannot be given. Thereafter, the form and time of notice shall be established by the employee's immediate supervisor. If there is reason to believe the use of sick leave is inappropriate or when the employee is off work three (3) or more consecutive shifts due to illness, or is on disciplinary probation for excessive absence, he/she may be required by the Division Manager to submit a physician's certificate before returning to work.

Route Assignment

Management has the right to assign meter reading routes on a rotating basis so as to assure that all Utility Meter Readers will have knowledge of all routes and for the purposes of continuously auditing the routes.

The parties agree that provided the City does not begin implementation of Automated Meter Reading during the life of this Agreement, the following shall apply:

- The average number of routes per cycle will be eleven (11).
- Maintain an average of approximately 500 meters per route. IBEW Local 53 will retain the right to approach Independence Power & Light if the average exceeds 500 to discuss the makeup of the routes.
- IBEW Local 53 agrees with the continuance of the current practices for

assigning of check read/re-reads.

- Scheduled vacations will not be canceled unless necessary because of emergency as defined in Article VIII of the current work Agreement.
- The City will maintain the current staffing level of thirteen (13) employees in the Meter Reading department, except that positions that become open may be eliminated or filled by other members of the bargaining unit.

Transportation

During the life of this Agreement, the City shall have the right to discontinue the use of private vehicles for meter reading work. If the City elects to cease using private vehicles, it shall provide at least thirty (30) days' advance notice to the Union and the affected employees. On the effective date of the changeover to using only City vehicles, the provisions below regarding private vehicles will become ineffective, and the City will cease providing the specified compensation. All Meter Readers will still be required to possess an appropriate valid drivers' license.

Except as otherwise provided herein all Utility Meter Readers shall use their privately owned vehicles for transportation on the job. The following rules and regulations must be observed:

1. A private vehicle must have a current state vehicle license and must present evidence of a mechanical inspection in compliance with state statutes before authorization for use in City business. The driver is responsible for personally inspecting his/her vehicle and maintaining it in a safe condition while operating his/her vehicle for the City.
2. The employee must furnish evidence, satisfactory to the City Counselor, of the public liability and property damage insurance in the following minimum amounts:
 - \$100,000 per person
 - \$300,000 per accident
 - \$25,000 property
3. Newly hired employees are required to provide verification of the required insurance before beginning assigned duties.
4. All employees must possess an appropriate valid driver's license.

Utility Meter Readers shall be compensated at the rate of three hundred dollars (\$300.00) per month for the use of their private vehicle to help defray the cost of the vehicle use. In the event a Utility Meter Reader is assigned alternative Light Duty Work that does not require the Utility Meter Reader to use his or her personal automobile to perform the work, the allowance is discontinued until the employee returns to their regular duties. In the event a Utility Meter Reader is on leave in excess of eighty (80) hours, the monthly allowance will be prorated to reflect actual days worked.

Designated Driving Routes

Due to driving distances and road conditions, City vehicles and related meter reading equipment will be provided at the employee's request for employees who are assigned to read certain routes designated as "driving routes" by the City.

Inclement Weather

Inclement Weather - The City will not require employees to perform outside work during inclement weather unless such work is necessary to protect life or property or to maintain service to the public. Weather instruments at the Service Center will be used to determine temperatures and wind velocities. The supervisor will be responsible for determining whether or not weather conditions will interfere with regular work and to see that employees are not subjected to severe personal discomfort.

During periods when employees are not required to perform outside work because of inclement weather, they will perform other meaningful work or attend safety, training, or other similar meetings.

For meter reading personnel, inclement weather shall be defined as follows:

- (a) When rain, sleet or snow is falling in sufficient amount to be apparent that to continue to work outside would result in the workmen getting wet.
- (b) When the temperature is less than five degrees (5°) Fahrenheit.
- (c) When the temperature is above five degrees (5°) Fahrenheit and the wind chill is at or below minus four degrees (-4°) Fahrenheit.
- (d) When the heat index is at or above one hundred and five degrees (105°) Fahrenheit.

Uniforms

All employees will receive uniforms in the following initial allocation:

6	Long sleeved shirts
6	Short sleeved shirts
12	Pants (with option of 6 shorts for summer)
1	Jacket with zip-out liner
1	Coveralls, if desired
1	Winter coat

The City may issue and require employees to wear soft hats and t-shirts when not in conflict with hardhat and clothing safety rules.

In addition, Utility Meter Readers shall receive an annual allowance of two hundred dollars (\$200.00) for rain gear, boots, gloves, and other job-related apparel. Any part of the reimbursement not expended in one (1) year may be carried over to the next year. The total reimbursable amount shall not exceed five hundred dollars (\$500.00) during the term of this agreement.

After the initial allocation of uniforms, replacements will be made as needed. The laundering of uniforms is the responsibility of each individual employee.

The City will provide slip-on rubber boots for utility meter readers as needed. The rubber boots being replaced must be worn out and not usable.

Inaccessible Meters

Customers who have inaccessible meters must be notified that their meter cannot be read. A customer notification card should be left in the front door to:

1. Notify the customer of the reason why the meter could not be read, and
2. Request the customer to read his/her meter(s) and mail the readings to the Customer Service Division

Vacation

A maximum of three (3) total utility meter readers, one from each Bargaining Unit plus an additional person from either Bargaining Unit, will be allowed off on vacation at the same time; provided, however, that when no utility meter readers are off on vacation from a Bargaining Unit, the other Bargaining Unit will be allowed up to three (3) employees off on vacation at the same time.

Insofar as choice of vacation period lies with the Bargaining Unit member, Bargaining Unit seniority shall determine the order of selections. If any Bargaining Unit member desires to change his/her selections after May 1, he/she can only select open dates.

Wages

The City's agreement with Local Union 53, International Brotherhood of Electrical Workers shall serve as the basis for wages and future wage increases for Utility Meter Readers through October

31, 2021.

Seniority

As of the date of this agreement, utility meter readers will maintain their seniority in their respective Bargaining Units. Should a vacancy occur, the vacancy will be filled in the bargaining unit in which the vacancy occurred. In as much as practicable, the present utility meter reader ratio of ten (10) IBEW to five (5) Steelworkers will be maintained (2 to 1). In the event the total utility meter reading staff is increased the following order will be followed: One (1) Steelworker, two (2) IBEW. In the event of a utility meter reading staff decrease all utility meter readers hired after December 1, 1994 will be laid off in the order of seniority in the Utility Meter Reader I classification. Thereafter, the order of further reduction will be two (2) IBEW and then one (1) Steelworker.

Term

This Agreement shall remain in effect until October 31, 2027.

Execution

IN WITNESS WHEREOF, the parties have hereunto set their names and seals the day and year first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____

Zachary C. Walker, City Manager

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 53

By: _____

Benjamin Bush, Business Manager

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**

By: _____

Stacy Anderson, Staff Representative

**EXHIBIT "E", SUPPLEMENTAL WORK AGREEMENT FOR
UTILITY FIELD SERVICE WORKER**

Between

City of Independence

and

Local Union 53, International Brotherhood of Electrical Workers and

**Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union**

This Supplemental Work Agreement For Utility Field Service Work is made and entered into as of _____ between the City of Independence, its successors and assigns, herein after referred to as the "City" and Local Union 53, International Brotherhood of Electrical Workers and Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, together hereinafter referred to as the "Bargaining Unit" both representing Utility Field Service Workers.

The purpose of this Agreement is to set forth the special terms and conditions related to combining certain of the water and power field service operations of the City of Independence. The Agreement defines the wages, work rules, and other special conditions of employment for Utility Field Service Workers.

It is the intent of the parties that all provisions of this Agreement be strictly construed and governed by the provisions of the Charter of the City of Independence, Missouri, adopted December 5, 1961, as amended. This document shall prevail over the existing agreements with Local Union 53, International Brotherhood of Electrical Workers and/or Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, and then the Personnel Policies and Procedures Manual of the City of Independence.

Work Week

Except as provided in the next paragraph, the regular work week for Utility Field Service Worker shall be a day shift, Monday through Friday as shown on Table A attached to the IBEW Agreement dated _____

An eight (8) hour evening shift (Monday through Friday between 11:30 a.m. and 8:00 p.m. with one-half (½) hour off for lunch) shall be established for one of the Utility Field Service Workers positions. This shift shall be filled by bid as it becomes vacated. This position will be rotated in reverse seniority order when vacant, if management desires to fill it. A premium of five percent (5%) shall be paid for all hours worked on this shift.

Overtime

Distribution of overtime shall be distributed as equitably as practicable among the employees in the Utility Field Service Worker job classification. The following procedure will be followed for

the assignment of scheduled overtime:

1. New employees in the Utility Field Service Worker job classification will be averaged into the overtime callout list .
2. Should the first (1st) employee on the list refuse an overtime assignment, the assignment will be offered to the next employee on the list. This pattern will continue until all employees have had the opportunity to accept an overtime assignment.
3. Thereafter, overtime will be offered to the employee with the lowest overtime hours. In each instance when an employee is offered an opportunity to work overtime and refuses the same, the hours refused will be regarded as overtime hours worked for the purpose of calculating the equity of distribution of overtime. If all employees in the job classification refuse overtime, it will be assigned to the least senior employee in that classification on a mandatory basis and thereafter in reverse order of continuous service. Any employee who refuses an opportunity to work overtime must remain available for thirty (30) minutes from the time of the initial contact. Such thirty (30) minute period shall be at no cost to the City.
4. A record of all accumulated overtime hours worked and refused in the job classification will be maintained by the City and posted in the work area at the end of each pay period. Additionally, the City will post a list in the appropriate area the work day after an overtime call has been worked containing the following information:
 - (a) Who was called,
 - (b) Who was excused, and
 - (c) Who performed the work.

The listing of accumulated overtime hours shall expire on December 31 of each year. The order on the list will not change.

Call-out and scheduled overtime - when an employee is called in for work outside his/her regular scheduled work period by duly authorized person or persons, he shall receive a minimum of two (2) hours for each call-out at the overtime rate which is applicable for the day for which he is called.

When an employee is assigned scheduled overtime and the assignment is canceled between the end of the employee's previous shift and before the start of the scheduled overtime, the employee shall receive a minimum of two (2) hours at the overtime rate, which is applicable for the day of the scheduled overtime.

Travel time - when an employee is called in for unscheduled overtime work, the employee shall be paid travel time at the appropriate overtime rate not to exceed a period of thirty (30) minutes in advance of the time the employee reports for duty.

Reporting for Work

All employees shall report for work and quit at the end of the day's work at the Power & Light Department's Service Center facility or other designated location. Employees will pick up assigned vehicles and supplies at locations designated by the Power & Light Department Director from time to time.

Notification of Absence

Each Utility Field Service Worker shall be required to notify his/her supervisor within one (1) hour before the beginning of his/her work shift on the first day such employee requests sick leave status, unless for good reason such notice cannot be given. If there is reason to believe the use of sick leave is inappropriate or when the employee is off work three (3) or more consecutive shifts due to illness, or is on disciplinary probation for excessive absence, he/she may be required by the Division Manager to submit a physician's certificate before returning to work.

Inclement Weather

Inclement Weather - The City will not require employees to perform outside work during inclement weather unless such work is necessary to protect life or property or to maintain service to the public. Weather instruments at the Service Center will be used to determine temperatures and wind velocities. The supervisor will be responsible for determining whether or not weather conditions will interfere with regular work and to see that employees are not subjected to severe personal discomfort.

During periods when employees are not required to perform outside work because of inclement weather, they will perform other meaningful work or attend safety, training, or other similar meetings.

For Utility Field Service Workers, inclement weather shall be defined as follows:

- (a) When rain, sleet or snow is falling in sufficient amounts to get wet.
- (b) When the temperature is less than five degrees (5°) Fahrenheit.
- (c) When the temperature is above five degrees (5°) Fahrenheit and the wind chill is at or below minus four degrees (-4°) Fahrenheit.
- (d) When the heat index is at or above one hundred and five degrees (105°) Fahrenheit.

Uniforms

A flame retardant work uniform will be provided by the City for Utility Field Service Workers.

All Utility Field Service Workers will receive uniforms in the following initial allocation:

11	Long sleeved shirts
11	Pants
1	Jacket with zip-out liner
1	Coveralls, if desired
1	Winter coat

Effective July 1, 2022, Utility Field Service personnel will begin receiving the FR clothing allowance. At that point, all rental clothing (above) shall be turned in to the appropriate supervisor, and the above provision regarding City-provided uniforms will terminate.

The City may issue and require employees to wear soft hats and t-shirts when not in conflict with hardhat and clothing safety rules.

In addition, Utility Service workers shall receive an annual allowance of two hundred dollars (\$200.00) for rain gear, boots, gloves, and other job-related apparel. Any part of the reimbursement not expended in one (1) year may be carried over to the next year. The total reimbursable amount shall not exceed five hundred dollars (\$500.00) during the term of this agreement.

After the initial allocation of uniforms, replacements will be made as needed. The laundering of the uniform (shirt and pants) will be provided by the City.

Meal Allowance

Employees who are required to work overtime shall be allowed reasonable time to eat meals at approximately every (6) hours. If such overtime work was prescheduled eighteen (18) or more hours in advance, the meals shall be the responsibility of the employee as on any regular work day. If, however, the overtime is on an emergency call, the following meal provisions shall apply:

1. Meal periods shall be as follows:
6:00 a.m., 12:00 noon, 6:00 p.m., 12:00 midnight
2. Any employee who is called out for or required to stay beyond his regular shift for two (2) or more hours of overtime work which brackets a meal period shall be granted a meal allowance at the expense of the City. Such employee shall be allowed a reasonable time to eat such meal. City paid time shall not exceed one (1) hour per meal.

3. The allowance for meals shall be thirteen dollars (\$13.00) per meal for all meals.
4. An employee who is entitled to a meal at the end of overtime work, may elect to stop work and take one (1) hour pay at one .and one-half (1½) the regular rate in lieu of eating the meal on paid time. The meal allowance would still be paid in this case.

Vacation

A maximum of one (1) Utility Field Service Worker from each Bargaining Unit will be allowed off on vacation at any time; provided, however, that when no Utility Field Service Workers are off on vacation from a Bargaining Unit, the other Bargaining Unit will be allowed up to two (2) employees off on vacation at the same time.

Insofar as choice of vacation period lies with the Bargaining Unit member, Bargaining Unit seniority shall determine the order of selections. If any Bargaining Unit member desires to change his/her selections after May 1 of any calendar year, he/she can only select open dates.

Wages

The City's agreement with Local Union 53, International Brotherhood of Electrical Workers, shall serve as the basis for wages and future wage increases for Utility Field Service Workers through October 31, 2021.

Seniority

Utility Field Service Workers will maintain their seniority in their respective Bargaining Units. Should a vacancy occur, the vacancy will be filled in the bargaining unit in which the vacancy occurred. In as much as practicable, the present ratio of three (3) IBEW to three (3) Steelworkers will be maintained (1 to 1). In the event the total Utility Field Service Workers is increased, the following order will be followed: One (1) Steelworker, one (1) IBEW. In the event of a staff decrease, all Utility Field Service Workers hired after November 1, 2009 will be laid off in the order of seniority in the Utility Field Service Worker classification. Thereafter, the order of further reduction will be one (1) Steelworker and then one (1) IBEW.

This Agreement shall remain in effect until October 31, 2027.

Execution

IN WITNESS WHEREOF, the parties have hereunto set their names and seals the day and year first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Zachary C. Walker, City Manager

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 53

By: _____
Benjamin Bush, Business Manager

**UNITED STEEL, PAPER, AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**

By: _____
Stacy Anderson, Staff Representative

AGREEMENT
between
CITY OF INDEPENDENCE, MO.
and
LOCAL UNION 53 INTERNATIONAL
BROTHERHOOD
OF
ELECTRICAL WORKERS

January 12~~November 17, 2022-2024~~ - October 31, ~~2024~~2027

Approved By Council Action on

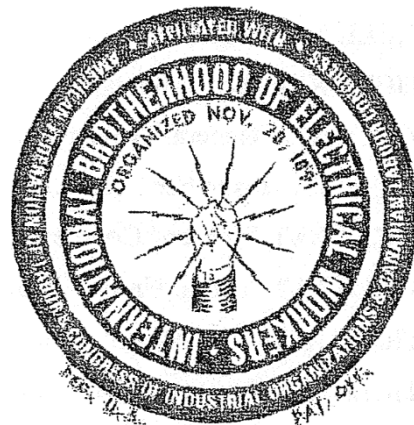


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MEMORANDUM OF AGREEMENT

This Agreement effective this ~~12th day of January, 2022~~upon ratification and adoption by the City Council, by and between the City of Independence (hereinafter referred to as the "City") and Local Union 53 of the International Brotherhood of Electrical Workers, affiliated with the A.F. of L. - C.I.O. (hereinafter referred to as the "Union"), provides:

ARTICLE 1 Purpose of Agreement

The City and the Union desiring to define their respective rights, duties, and obligations concerning wages, work rules, and other conditions of employment, for certain employees of the City, have agreed that this Memorandum of Agreement records the results of completed discussions. It is the intent of both parties that all provisions of this Agreement be strictly construed and governed by the provisions of the Charter of the City of Independence, Missouri, adopted December 5, 1961, as amended.

ARTICLE 2 Recognition

Section 1. The City recognizes the Union as exclusive bargaining representative of all employees covered by the classifications listed in Exhibit "A" attached hereto and made a part hereof (and this Agreement covers only the employees in such job classifications) and as bargaining representative for future employees in such classifications.

Section 2. This Agreement shall be binding upon the City and upon all employees holding membership in the above designated bargaining unit.

ARTICLE 3 Union Membership & Check-Off

Section 1. Each new employee may become a member of the Union.

Section 2. Each employee covered herein, who on the effective date of this Agreement is a member of the Union in good standing, and each employee who becomes a member after that date may maintain his membership in the Union.

Section 3. During the life of this Agreement, the City agrees to deduct from the employee's wages initiation fees and dues as directed and authorized in writing by the employee. Authorization for such deductions shall remain in force until revoked by written notice to the employer not less than thirty (30) days prior to the date the employee wishes the deduction to be terminated. Remittance of the initiation fees and dues so collected each month shall be made to the Financial Secretary of the Local Union. Such deduction shall be made from each payroll for the dues of the current pay period and any back dues, if owed.

Section 4. The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City for the purpose of complying with any of the provisions of this Article III, or in reliance on any list, notice or assignment furnished under any of such provisions.

Section 5. The City shall provide a suitable bulletin board at each of its installations for posting notices of the City and the Union. Union notices shall be mutually agreed upon by the Union Representative and the Power & Light Director.

Section 6. The City agrees to first solicit for new full-time employees for those classifications within the IPL bargaining unit ~~through Union Local 53, I.B.E.W. from among the existing employees in the IPL bargaining unit,~~ if not specifically provided for in promotion, bidding and/or recall procedures of the Agreement, except for promotion from within the City IPL bargaining unit to the lowest position in a line of progression. If such employees are not available from the ~~Union~~IPL bargaining unit, within forty-eight (48) hours after notice, the City reserves the right to recruit and hire such employees outside the Union. The City shall be the final judge of qualifications of applicants in every case.

Section 7. The City will promptly notify the Union in writing when new employees are hired for classifications included within the bargaining unit.

ARTICLE 4 Management

Section 1. The Union and its members recognize the sole right of the City to determine its operating policies and manage its business in the light of experience, business judgment, and changing conditions; and among such functions are the right to direct the working forces, including the right to hire, suspend or discharge for just cause, transfer, maintain discipline and efficiency of employees, and enforce reasonable work rules, determine the number of employees it will have in its service at any time, determine the qualification of employees for the performance of the duties of specific jobs, and the right to relieve employees from duty because of lack of work, or for other reasons, provided that this will not be used for the purpose of discrimination against any member or members of the Union. It is understood and agreed that the functions of management listed herein are not all-inclusive and that all such rights, powers or authority not covered by this Agreement shall be retained by the City.

Section 2. The Union agrees that its members will individually and collectively perform efficient, faithful, and diligent service; that it will use its influence to cause its members to protect the property of the City from injury; and that it will at all times cooperate with the City in improving the ability and efficiency of the employees and thereby make the service of the City more desirable, economical and attractive to the public. The City and the Union shall jointly establish and maintain an adequate training program, including apprenticeship programs for the classification of Journeyman Lineman, and may also establish and maintain such programs for Journeyman Power Plant Mechanics, Journeyman Power Plant Electricians, and Journeyman Metermen, if the need arises. Before any individual enters an apprenticeship program, the parties and the employee will enter into a separate side-agreement establishing the program requirements, the conditions for maintaining eligibility to continue in the program, the conditions that will result in disqualification from the program, and any other matters that should be addressed before commencing with the program. The parties have negotiated the language to be included in such agreements during the negotiations for this Agreement. The parties jointly acknowledge that apprenticeship programs will not be active when the City has no apprentice on the payroll, and nothing herein requires the City to have apprentices at any given time.

Section 3. No Strikes No Lockouts - During the term of this Agreement, the City agrees that there will be no lockout, and the Union agrees on behalf of itself and the employees represented by it, that there will be no concerted failure to report to work, cessation, or interruption of work slowdown, strike, boycott, or any type of organized or concerted interference, express or implied, direct, indirect, or coercive or otherwise, with the City's business. The Union further agrees that, should any such acts be committed by employee or employees, it will discourage said acts.

It is mutually understood and agreed that the City shall have the right to take disciplinary action, including discharge, against any employee who may engage in any unauthorized stoppage, strike, slowdown, or who is negligent in the performance of the work of the City, subject to the Union's right to present a grievance with respect to such discipline in accordance with the terms of this Agreement, in those cases in which an issue of fact exists as to whether or not any particular employee is engaged in participating or encouraging any violation of the provisions hereof.

Section 4. Temporary Employees - When additional temporary employees are needed to supplement the City Power & Light Department regular work force, the City agrees to obtain such employees by contracting with firms signatory to the agreement between Missouri Valley Line Constructors Chapter, Inc., National Electrical Contractors Association, Inc., and Local 53, International Brotherhood of Electrical Workers covering all work necessary to perform the temporary needs for all classifications for Utilities and Municipally owned systems.

If the contractor is unable to provide the requested number of employees pursuant to the above paragraph, the City shall be free to use any method to do so.

The City agrees employees obtained pursuant to this provision will not be used to abrogate the general practice of the City maintaining a sufficient work force of regular employees to take care of its normal volume of work. However, the City will look first within the Bargaining Unit and then may use temporary employees for positions in the process of being eliminated through attrition.

ARTICLE 5 Employee Service

Promotions - Demotions - Layoffs - Bidding

Section 1. Definitions:

- (a) The term "employees" shall include "probationary" and "regular" employees as hereinafter in this subsection defined. The term "probationary employee" means any individual engaged by the City for regular employment in the bargaining unit who has not completed six (6) months of continuous service with the City. The term "regular employee" means any individual engaged by the City for regular employment who has completed six (6) months of continuous service with the City.
- (b) The term "service rights" means the rights accruing to regular employees through Utility, Divisional or Job Service, which entitles them to preferences provided for in this Agreement.

An employee who resigns from the City or is discharged for cause shall lose all service rights.

- (c) A "line of progression" is a sequence of related job classifications within a department or a division providing advancement for qualified employees therein. All lines of progression are specifically set forth in Exhibit B.

Section 2. Utility, Divisional and Job Service:

- (a) After a probationary employee has satisfactorily completed six (6) consecutive months of employment within the bargaining unit, the employee establishes six (6) months of "Utility Service" and becomes a regular employee. Once having established Utility Service, the employee will accumulate additional Utility Service, according to the employee's total length of employment with the Utility, unless broken by resignation, layoff, or discharge.
- (b) After a probationary or regular employee has satisfactorily completed six (6) consecutive months of employment in a division of the Power & Light Department, the employee establishes six (6) months of "Divisional Service" therein. Once having established Divisional Service in a division, the employee will accumulate additional Divisional Service therein according to the employee's total length of employment in that division unless broken by resignation, layoff, or discharge.

Divisions of the Power & Light Department are as follows: Administration, Support Services, Production, Transmission & Distribution, Engineering, and Operations.

- (c) After a probationary or regular employee has satisfactorily completed six (6) consecutive months of employment in a job classification, the employee establishes six (6) months of "Job Service" therein. Once having established service in a job classification, the employee will accumulate additional service therein according to the employee's total length of employment in that job classification unless broken by resignation, layoff, or discharge.
- (d) No new employee hired as a Journeyman Lineman, Journeyman Meterman, Journeyman Power Plant Electrician or Journeyman Power Plant Mechanic may accrue Job Service within a classification over apprentices serving in their last year of apprenticeship for the same classification.

It is understood by the parties that any apprentices as defined in the work agreement between the Union and the City that are hired by the City from outside the bargaining unit shall not accrue job seniority over apprentices that are currently in the Department's apprenticeship program.

- (e) If Job Service among employees in a Division is equal, the total service in the line of progression shall govern; if the total service in the line of progression is equal, Divisional Service shall govern; and if Divisional Service is equal, Utility Service shall govern.

- (f) As of the effective date of this Agreement, all regular employees shall have the Utility Service, Divisional Service and Job Service shown on the City's records. Correction of errors in such records not heretofore resolved will be made by the City provided same is requested within sixty (60) days after the date of this Agreement. In computing Utility Service, Divisional Service and Job Service after the effective date of this Agreement, no deduction shall be made for a layoff for twelve (12) months or less because of lack of work or for any absence permitted under the terms of this Agreement.
- (g) If a regular employee is absent because of illness or injury, he shall retain full service rights during such absence. Service rights shall also be retained by regular employees who are rehired within twelve (12) months after layoff except that there shall be no accrual of vacation and sick leave benefits during the period of layoff.

Section 3. Employee in a New Job Classification - An employee entering a new job classification will accrue no Job Service therein until he has completed six (6) consecutive months in the new job classification. Upon completion of this period, his Job Service will date back to the beginning of the six (6) month period.

Section 4. Service Lists - Service lists will be furnished to the Union and posted by the City every six (6) months on bulletin boards in each Division, accessible to employees covered by such lists. These lists shall show by lines of progression (grouped by Job Classification in the order of Job Service) the employee's name and his Utility, Divisional and Job Service dates. Any questions as to the correctness of such lists should be promptly brought to the attention of Management.

Section 5. Promotions

- (a) A "promotion" is an advancement to a higher paying job classification in a line of progression. A "higher paying job classification" is one carrying a higher maximum rate.
- (b) If a vacancy occurs in a job classification in a line of progression, it shall be offered, in accordance with Job Service, to other qualified employees in the next lower job classification in the line of progression.
- (c) In selecting an employee for promotion, the determining factors shall be service, ability and qualifications. If the ability and qualifications of the employees under consideration are sufficient, the employee with the greatest Job Service will be promoted.

However, where two (2) or more jobs promote to a single job in a line of progression, Job Service will be disregarded and Divisional Service shall govern, and if in such circumstances Divisional Service is equal, Utility Service shall govern.

- (d) If an employee chooses not to accept a promotion, it shall have no effect on his future opportunities for promotion.
- (e) Waiver of transfers or promotions shall be in writing.

Section 6. Bidding

- (a) Except as provided in subsection (b) of this Section 6, if a new job classification is created, or if a vacancy occurs in a job classification to which there is no line of progression and no employee is eligible for recall, or if the vacancy is in a line of progression but no qualified employee is available for promotion or recall, the City will post a notice of the vacancy (hereinafter referred to as a "Bid Job") on bulletin boards accessible to employees, covered by this Agreement for a period of at least one (1) week. Such notice shall have the job title, a description of the work, the qualifications required and the minimum and maximum wage rates. If a Journeyman classification is to be filled and there are no qualified journeymen in the employ of the City available to bid for the job, then the vacancy will not be posted.
- (b) Whenever an employee is unable to perform the normal duties of his job because of illness or injury, the City may place him in any Bid Job without going through the posting procedure.
- (c) Any employee desiring to be considered for a Bid Job shall submit his bid in writing within said period of one (1) week. The City shall have twenty (20) working days thereafter within which to make its selection. Any employee may submit his bid for any posted job opening and all bids will be given consideration. Should an employee at a higher classification be the successful bidder, he may be required to remain at his regular classification until a replacement is trained.
- (d) All selections shall be made on the basis of merit without regard to favoritism: Merit shall mean ability, efficiency, qualifications and continuous length of service in the bargaining unit. If, in Management's judgment, an employee who is selected to fill a Bid Job does not demonstrate his competence to perform the work of the job during the first six (6) months, or if such an employee does not desire to remain in the job for six (6) months, he may, providing the job exists, be returned to his former job classification and his Job and Divisional Service in the former job classification will be credited with the time spent in the Bid Job.
- (e) Position classifications to be filled in accordance with the provisions of this Section are listed in Exhibit C attached hereto and made a part hereof.
- (f) Disputes related to the filling of Bid Jobs shall be handled as per Article XXIV unless otherwise mutually agreed.
- (g) Any employee that is selected by the City to fill a job position through the job bidding procedure, has six (6) months in which to elect to return to his or her former job classification, provided the former classification still exists.

- (h) In the event an employee elects to return to his or her former classification within the six month period described in the preceding paragraph, such employee's Utility, Divisional and Job Service will not be affected by the election to return to the former classification.
- (i) In the event an employee elects to return to his or her former classification after the six month period, such employee's Utility Service shall not be affected by his election to return to the former classification. However, the employee's Job Service in the former classification will remain frozen for the duration of the time spent in the bid job position. When the employee returns to their prior classification, their Job Service in that classification shall begin to accrue beginning on the first day the employee returns to work in the prior classification. Where an employee bids into a new position in the same Division, the employee's Divisional Service will not be affected. If an employee bids into a new position that is in a different Division, the employee's Divisional Service shall be frozen until the employee returns to work in the prior Division.

Section 7. Demotions and Layoffs

- (a) If an employee is demoted by the City within a line of progression for any reason, all length of employment in higher job classifications within such line of progression shall be added to his Job Service in the job classification to which he is demoted.
- (b) If an employee is demoted within a line of progression at his own request, he must remain in the job classification to which he is demoted for at least six (6) months before using his Job Service for promotional purposes. In such a case all length of employment in higher job classifications within such line of progression shall be added to his Job Service in the job classification to which he is demoted.
- (c) Layoffs from a line of progression due to reduction in force shall be made from the starting job classification within the line of progression according to City Service after necessary demotions have been made. Any employee unwilling to accept demotion or transfer to accomplish the above, regardless of his position in the line of progression, will be laid off.
- (d) Layoffs due to reduction in force from job classifications not in a line of progression shall be made according to Utility Service.
- (e) An employee scheduled for demotion or layoff due to reduction in force may, if qualified by education, experience and demonstrated ability, use any Utility Service he has to replace an employee with less Utility Service in any job classification.
- (f) When vacancies occur in job classifications from which employees have been demoted, transferred or laid off (due to lack of work), they shall be filled by recalling such demoted, transferred or laid off employees who are eligible and qualified, as long as such employees are available, before the job is filled in any other way. A copy of each recall notice shall be sent to the Union promptly. Such employees shall be recalled

in the reverse order in which they were demoted, transferred or laid off. If an employee is so recalled and does not report for work within two (2) weeks after notice or recall shall have been mailed to him at his last known address, he shall have no further recall or seniority rights in the job classification involved.

- (g) A regular employee scheduled to be laid off due to reduction in force will be given sixty (60) days' notice prior to the layoff.
- (h) Severance packages shall equal two weeks of pay for each year of service, up to a maximum of twenty-six (26) weeks of severance pay for employees with less than twenty years of service to the City. For those employees with at least twenty years of service to the City as of their last day of work, the cap on severance payments will be thirty-nine (39) weeks. Employees receiving a severance package shall be required to execute a release of all employment-related claims against the City and any of its officials/agents. Unless employees elect a lump sum severance payment, severance shall be paid out over time, in equal bi-weekly installments on the regular payroll dates, and employees receiving severance shall also receive employee health insurance on the same terms as they received health insurance during their regular employment, for the length of the severance period. Employees may instead elect to receive a lump sum payment, in which case they shall not receive health insurance continuation. Employees who select a severance package shall not have recall rights.
- (i) Should any employee who elects to receive severance pay in installments pass away during the severance period, the remaining payments shall be issued to the employee's designated beneficiary as a lump sum.

Section 8. Transfer to Position Outside Bargaining Unit

- (a) An employee who is selected from a position within the bargaining unit to fill, on a permanent basis, a supervisory, professional, confidential or administrative position will cease to accumulate Job, Divisional and Utility Service in the job classification from which he was transferred from the date of his promotion.

Section 9. System Operators

- (a) All System Operators are required to obtain NERC Certification (and/or any successor certification requirements) within twelve (12) months of employment in the classification. The City will pay the cost of two (2) NERC Certification tests. If additional tests are necessary, the employee shall be responsible for all costs related to same. Failure to obtain NERC Certification after twelve (12) months of employment in the classification, or to maintain NERC Certification in good standing at all times, may be grounds for discipline including termination.
- (b) Qualifications for advancement through the System Operator pay level shall be as follows:
 - 1. System Operator I (Trainee): An employee that has not obtained NERC

Certification.

2. System Operator II: An employee with NERC Certification and less than three (3) years' of service in an assigned shift rotation.
 3. System Operator III: An employee with three (3) years' experience as System Operator II in an assigned shift rotation.
 4. Senior System Operator: An employee with three (3) years' experience as System Operator III.
- (c) As determined by the City, a newly hired employee may be placed at the appropriate level based on their experience and certification.

Section 10. District Planners

- (a) Qualifications for advancement through the District Planner pay levels shall be as follows:
1. District Planner I: An employee with less than three (3) years' experience in the classification.
 2. District Planner II: An employee with three (3) years' experience as District Planner I.
 3. District Planner III: An employee with three (3) years' experience as District Planner II.
 4. Senior District Planner: An employee with three (3) years' experience as District Planner III.
- (b) As determined by the City, a newly hired employee may be placed at the appropriate level based on their experience and qualifications.
- (c) Bargaining Unit employees with Journeyman Lineman qualifications who transfer into a District Planner position shall maintain their existing rates of pay until such time as the progression above results in a pay increase.

Section 11. Trouble Dispatchers

- (a) All Trouble Dispatchers must be qualified to work the desk within twelve (12) months of employment in the classification. To be qualified, Trouble Dispatchers must participate in On-the-Job Training and demonstrate the ability to perform job responsibilities proficiently. Responsibilities include assigning work tickets to crews, reading distribution circuit maps, managing distribution restoration efforts through Outage Management System (OMS), track switching orders through OMS, proper radio and

telephone etiquette, crew callout, proper daily logging of activities, and monitoring of facility security. All employees already employed as Trouble Dispatchers as of November 1, 2021 shall be deemed Senior Trouble Dispatchers without regard to the progression set out below.

- (b) Qualifications for advancement through the Trouble Dispatcher pay level shall be as follows:
 - 1. Trouble Dispatcher I (Trainee): A newly hired or promoted employee.
 - 2. Trouble Dispatcher II: An employee who is qualified to work the desk.
 - 3. Senior Trouble Dispatcher: An employee who has completed three (3) years of service as a Trouble Dispatcher II.
- (c) As determined by the City, a newly hired employee may be placed at the appropriate level based on their experience and qualifications.

Section 12. Journeymen Linemen Transferring to Journeyman Meterman Positions

Journeyman Linemen who transfer to Journeyman Meterman positions shall maintain their existing rates of pay until such time as the progression for the Journeyman Meterman wage exceeds the employee's prior rate of pay, provided they maintain their credentials and have actively responded to callouts (per Article 8.5(b)) at least 25% of the time over the previous twelve (12) months. Employees are only eligible to forfeit this pay increase when they have received at least four (4) counted callouts over the previous twelve (12) months, for his/her respective job classification.

In the unforeseen circumstance one shall become ineligible, they shall have the opportunity to reset after six (6) months and reestablish their Journeyman Lineman wage status.

ARTICLE 6 Job Classification

Section 1. Regular Assigned Jobs - Each employee shall at all times have a regular assigned job classification. The job descriptions in place on at ratification of this agreement shall be the job descriptions effective under this agreement. Should the City find it necessary to create new classifications or change existing classifications within the Bargaining Unit, the City and the Union will negotiate the qualifications, job content, and wage rate for such newly created or changed classifications. If the parties cannot agree upon the proposed new or revised job description, the issue shall be submitted to an arbitrator pursuant to Article XXIII. In the case of a newly created job description the Utility's last proposed job description prior to going to arbitration may be implemented until the decision of the arbitrator is rendered.

Section 2. Temporary Out-of-Position Work - An employee who is temporarily assigned to a bargaining unit job for a period of two (2) hours or longer, and such job is paid at a higher rate than the employee's regular job, that employee will be paid at whatever step-up rate affords him an increase, not to exceed the top rate of the job, or in the case of a single rated

job, the rate paid to the permanent employee customarily filling the job, for the time actually worked in that position. The step-up rate of pay shall never be below the stepped-up employee's permanent straight time rate of pay. Temporary assignments shall be offered to the senior qualified employees in accordance with job seniority within the Division. However, a temporary assignment to the classification of Crew Leader, Working, Meter Foreman, Working, or Substation Foreman, Working in the Transmission & Distribution Division for a period of two (2) weeks or less shall be offered to the senior permanent member of the crew.

If a holiday, excused absence, vacation, or sick leave absence occurs while an employee is temporarily upgraded on the last day worked before the absence and the first day worked following the absence, the employee shall be paid at the step-up rate for such absence.

An employee called in on an emergency basis to fill a vacant shift in a bargaining unit job which is paid at a higher rate than the employee's regular job shall be paid at the higher rate as set forth in the first paragraph of this section, provided, however, that such pay shall be for all time worked without regard to the two (2) hour minimum.

ARTICLE 7 Hours of Work

The hours of work, shift schedule, and lunch period for all covered positions shall be as set out in Table A. These schedules may be altered by the City on 48 hours' written notice in the event of any state of emergency declared by the City Manager, Mayor, Governor, or President. Any such changes shall remain in effect until further altered by the City or until the state of emergency ends, whichever comes first. In the absence of any declared emergency, these schedules may only be altered by written agreement between the appropriate member of senior management and the Business Representative, on either a temporary, seasonal or a regular basis.

Employees may punch in or out from regularly scheduled shifts within five minutes prior to start/end times and up to five minutes after start/end times. Time punches falling within this window will be rounded to the assigned start/stop time and paid accordingly. There shall be no other payroll rounding allowed, and all working time including overtime shall be "paid to the time punch." Employees shall make every effort not to punch in more than five minutes prior to shift start time. Employees will not begin working prior to their shift start time unless specifically authorized by a manager.

In all divisions, eligibility for premium pay based on hours worked, whether statutory overtime or contractual premiums, shall be determined based on hours actually worked in the workday or work week. Holiday time shall count as hours worked, but vacation time, sick time, personal leave time, and any other form of paid or unpaid leave shall not count toward hours worked.

A. TRANSMISSION AND DISTRIBUTION

Section 1. Work Week - Except as otherwise specified herein the basic work week for

Transmission and Distribution employees shall consist of five (5) consecutive work days. Line crews will work Monday through Friday.

Section 2. Work Day

- (a) Eight (8) consecutive hours, except for one-half ($\frac{1}{2}$) hour intermission for lunch, shall constitute a normal work day. A regular workday is any twenty-four (24) hour period during which the employee's normal work day of eight (8) hours occurs. The normal work period of eight (8) hours on any regular work day shall be as set out in Table A, except as required for continuous operation and maintenance of service to the public.
- (b) The regular lunch period may be advanced or postponed for not more than one (1) hour in case of (i) emergencies or (ii) pre-scheduled shutdowns, but not otherwise. No overtime rate will be paid for such advancement or postponement; provided, however, that if the lunch period is advanced or postponed more than one (1) hour from the normal lunch period, such lunch period will be deemed time worked for the purpose of computing overtime pay.

Employees will not be permitted to leave their workstation to eat lunch on regular work days if in so doing the thirty (30) minute lunch period would be exceeded.

Section 3. Troublemens - Certain journeyman linemen will work as troublemen on a rotating shift schedule of four (4) or more days per week, which schedule shall be posted at least one (1) month in advance.

A shift premium of five percent (5%) per hour will be paid for work on the night shift.

Shift premium pay is applicable to overtime work performed by shift workers before or after their regular shift, if such regular shift is the night shift. Shift premium shall be added to the regular hourly rate for purposes of computing overtime pay for shifts which receive such premium pay.

B. PRODUCTION:

Section 1. Production Operations Personnel –

The production division desires the option for operations and maintenance personnel to work a four (4) ten (10) hour work week, when mutually agreed by both parties. Work crews may be scheduled 4 consecutive days, Sunday - Saturday. On holiday work weeks, crews can work five (5) eight (8) hour days by working a normal day off adjacent to the scheduled work days, allowing for a 40 hour week when the 8 hour holiday is applied. Alternatively, crews can work their normal 10 hour schedule, but must apply 2 hours of vacation or personal business to the 8 hours of Holiday pay to make up the 40 hour work week.

The City shall pay an hourly shift premium of five percent (5%) for all hours worked between 2pm and 6am.

All other contractual work rules such as lunch, meal times, rest period, etc. shall be adjusted

accordingly.

Employees shall be given two (2) weeks' notice prior to changing to a four (4) ten (10) hour schedule.

When working four (4) ten, (10) hour days.

- a) The regular work hours shall be 10:00am to 8:00pm, seven (7) days per week.
- b) These hours can be altered up to four (4) hours earlier, seasonally, with a seven (7) day advance notice to all affected employees.

When working five (5) eight (8) hour days.

- a) The hours shall be by A, B, C shift(s) as in the hours table.
- b) These hours can be altered up to two (2) hours earlier or later, seasonally, with a seven (7) day advance notice to all affected employees upon agreement with both the Union and the City.

In the event the shift must be filled with less than twenty-four (24) hours' notice

- a) All overtime "off-shift" and on holidays will be distributed to operators in accordance with the overtime call-out list.
- b) Overtime needs within in two (2) hours of shift start and stop time, will be filled by the on-shift operator with the least amount of overtime per the list.
- c) When it becomes necessary for employees to work on scheduled days off, they will receive time and one-half (1/2) for all hours worked on the first day worked, and double time for all hours worked on the second consecutive day worked.
- d) Operators will be scheduled off on all City holidays, with overtime filled per the overtime list
- e) If there are no available operators to fill overtime needs, the overtime will be offered to qualified bargaining unit personnel in another job class in accordance with overtime call-out lists.
- f) If none of the above are available, the City will fill the vacancy with a contract operator.

Fueling

Unloading fuel is considered production work, and can be performed by any production employee working their regular shift. When unloading fuel will be performed on overtime, the work belongs primarily to the operators, who will have the first opportunity to perform the work. If operators are not available or decline the work, the City retains the right to use the contractual overtime procedure to fill the work with qualified out-of-position personnel.

Plant Operation

During the term of the agreement, the City agrees that it will maintain a staff of no fewer than four full-time CT Operators, so long as the City is engaged in regular operation of current generation facilities. In the event three or more combustion turbines are permanently taken out of service, either party can request to open up bargaining for CT staffing levels.

Cross-trained craft worker operators may perform operator work assignments on straight time provided no regular CT operators are available on straight time. Cross-trained craft worker operators may perform operator work assignments on overtime provided no regular CT operators are available on overtime. Cross-trained craft worker operators will receive out-of-position pay for all time spent performing operator work assignments at the rate of \$3.00 per hour above their regular rates, as reflected on the wage table in Exhibit A.

C. SUPPORT SERVICES:

Section 1. Warehouseman - Shall work a day shift, Monday through Friday. The City may adjust the starting time of one (1) warehouseman ahead one (1) hour, with such shift being assigned on a weekly rotating basis among all warehousemen.

Section 2. Heavy Equipment Mechanics - Shall work the A and C) shifts.

Heavy Equipment Mechanics working the C-shift shall earn an hourly shift premium of five percent (5%) for all hours worked or paid.

Shift premium pay is applicable to all hours of work for C Shift Workers assigned to a fixed shift including recognized leaves when they are assigned.

Section 3. Meter Reading Personnel - Shall work a day shift, Monday through Friday.

D. OPERATIONS

Section 1. System Operators and Trouble Dispatchers

Except as provided in Section 2 and 3 below, System Operators and Trouble Dispatchers shall work a rotating shift schedule of four (4) or more days per week, which schedule shall be posted at least one (1) month in advance.

The City shall pay an hourly shift premium of five percent (5%) for all hours worked on the night shift.

Shift premium pay is applicable to overtime work performed by shift workers before and after their regular shift, if such regular shift is the night shift. Shift premium shall be added to the regular hourly rate for purposes of computing overtime pay for shifts which receive such premium pay.

The City shall pay the relief employee an hourly shift premium of five percent (5%) for all hours worked. The shift premium is in lieu of the shift premium for night shift hours worked and the relief employee will not be paid five percent (5%) for night shift hours on top of the shift premium for the relief position.

Section 2. Relief System Operator or Trouble Dispatcher

In the event the City designates a relief position for the System Operator or Trouble Dispatcher classification, the following provisions shall apply:

- (a) The normal shift for relief employees shall be four (4) ten (10) hour days each week.
- (b) Changes to a relief employee's schedule shall be posted at least twenty-four (24) hours in advance.
- (c) Relief employees shall work at least forty (40) hours per week.
- (d) Employees assigned the relief shift shall have a minimum of two (2) consecutive days off which shall be recognized as either their regular days off or the regular days off of the shift that the relief employee is assuming.
- (e) The relief positions shall be offered, by seniority, to all qualified employees with twenty-four (24) months of service in an assigned shift rotation. Once the position has been accepted, the employee will remain in the relief position for a period of one year, subject to extension by agreement by both parties.
- (f) The relief employee will normally cover scheduled leave (vacations, extended sick leave or training).
- (g) Unscheduled shift leave for regularly scheduled employees will be covered as follows:
 - 1. Night shift employees will be given the first right of refusal for covering night shift hours; then the relief employee will be contacted; then the day shift employee from the opposite shift will be contacted.
 - 2. Day shift employees will be given the first right of refusal for covering day shift hours on the relief employees designated days off; then the relief employee will be contacted; then the night shift employee from the opposite shift will be contacted.
 - 3. Shift changes from days to nights and nights to days shall be limited to one per week if at all possible.
- (h) The relief employee shall be required to work one day shift on the desk in every two month period. The relief employee shall review night shift duties with shift personnel every two months and demonstrate knowledge plus proficiency of such duties.
- (i) When it becomes necessary for relief employees to work on scheduled days off they shall be paid at the applicable overtime rate.

Section 3. System Operator Trainee

In the event the City designates a System Operator Trainee position for the System Operator classification, the following provisions apply:

- (a) P&L Operations Supervisor will determine work schedule, hours will vary in order to introduce trainee to possible shift schedules and provide proper training for the System Operator position.
- (b) Changes to schedule shall be posted twenty-four (24) hours in advance.

A. ENGINEERING

Section 1. District Planners and Engineering Technician III

The normal shift for District Planners and Engineering Technician III shall be Monday through Friday.

The parties recognize that the District Planners and Engineering Technician III must work a flexible schedule in order to attend meetings with customers and others having business with the City. Accordingly, the work schedule for each employee for each work week shall be based upon the individual employee's projected workload and shall be recommended by the employee and approved by their supervisor no later than 4 P.M. on Friday of each week for the following week. In the event that an unscheduled early morning, evening or weekend meeting may be required, it shall be the responsibility of the employee, with the approval of the employee's supervisor, to adjust the employee's schedule for the remainder of the work week to ensure that no more than forty (40) hours are worked, unless such hours are specifically authorized and approved, in advance, by supervision. Work in excess of forty (40) hours per week shall be paid at the applicable overtime rate. Notwithstanding the foregoing, when an employee is directed by a duly authorized person to respond to a call outside of the employee's regularly scheduled hours, the employee will be paid the applicable overtime rate for all hours worked on such duty.

B. 4-10 HOUR WORK OPTION

Any division desiring to go to a four (4) ten (10) hour work week may do so if mutually agreed by both parties. Work crews may be split into two (2) groups, one Monday through Thursday and one Tuesday through Friday. On holiday work weeks, crews will work five (5) eight (8) hour days Monday through Friday. All other contractual work rules such as lunch, meal times, rest period, etc. shall be adjusted accordingly. Employees shall be given two (2) weeks' notice prior to changing to a four (4) ten (10) hour schedule.

ARTICLE 8 Overtime

Section 1. All authorized overtime worked, by this contract, shall be paid ~~for at one and one-half (1½) times based on the employee's~~ straight time rate of pay for the respective job classification in which the overtime was worked. The overtime rate of pay shall be one-and-one-half times the straight time rate, except as defined in the following sections. Exception: overtime and/or other premium pay included in this Agreement will be based on blended weekly straight time rates, in accordance with FLSA guidance, through December 28th, 2024, at the latest.

The Relief Trouble Dispatcher and Relief System Operator will be paid double the straight time rate on their 3rd scheduled day off each week (currently Sunday).

Section 2. Except as provided in Section ~~7~~6 of this Article, all authorized work performed on an employee's second regularly scheduled day off in a work week, and all hours (including the employee's regularly scheduled hours) worked in excess of sixteen (16) ~~consecutive~~ hours in any twenty-four (24) hour period, will be paid for at double the straight time rate.

Section 3. For the purpose of timekeeping, the date to which the basic workday is to be allocated shall be the date on which the majority of the employee's regularly scheduled hours fall. Whenever an employee works outside his regularly scheduled hours, the time shall be allocated to the calendar day on which such work is performed and he shall be paid the overtime rate applicable to that calendar day. Supervisory personnel shall promptly notify employees of any changes made to their time sheets.

Section 4. Call-Out and Scheduled Overtime - When an employee is called in for work outside his regular scheduled work period by duly authorized person, or persons, ~~he~~they shall receive a minimum of two (2) hours for each call-out at the overtime rate which is applicable for the day for which he is called. The employee will be paid the applicable overtime rate for any hours worked in excess of two (2) hours.

When an employee is assigned scheduled overtime and the assignment is canceled between the end of the employee's previous shift and before the start of the scheduled overtime, the employee shall receive a minimum of two (2) hours at the overtime rate which is applicable for the day of the scheduled overtime.

A daily rotating standby listing by crew of lineworkers shall be maintained for overtime assignments during workday hours prior to normal quitting time. All members of a designated standby crew shall be available to work beyond normal quitting time. Standby crew will be utilized for work unscheduled one (1) hour or less prior to the end of shift time. In extenuating circumstances, an employee may request to be released from standby duty for that day. If approved, the employee shall first find an available and willing substitute from the same job classification. Prior to quitting time, standby crew members shall remain accessible by remaining in the vicinity of the Transmission & Distribution locker room. Prior to any standby crew member departing for the day, the standby crew leader shall receive permission from one of the superintendents. A daily work assignment that continues past the end of the normal quitting time shall be completed by the crew that received such assignment. If such assignment will last longer than one-half (½) hour past normal quitting time, an employee may request to be released at normal quitting time and such request shall not unreasonably be denied.

There will be three separate columns listed on bi-weekly overtime lists, one for call out hours, one for out-of-town hours, and one for scheduled overtime where crews stay late after shift.

Section 5.

- (a) Distribution of Overtime - Overtime shall be distributed as equitably as is practicable among the employees in the job classification in which such work is to be performed. A record of all accumulated overtime hours worked by the employees in each job classification during each year beginning on January 1 will be posted by the City on appropriate bulletin boards as soon as possible following the end of each pay period.

The listing of accumulated overtime hours shall expire on December 31 of each year. The order on the list will not change. In each instance when an employee is offered an opportunity to work overtime and refuses the same, the hours refused will be regarded as overtime hours worked for the purpose of calculating the equity of distribution of overtime. If all employees in a job classification refuse overtime it will be assigned to the least senior employee in that classification on a mandatory basis and thereafter in reverse order of continuous service. Any employee who refuses an opportunity to work overtime must remain available for thirty (30) minutes from the time of the initial contact. Such thirty (30) minute period shall be at no cost to the City.

The first time an employee is bypassed for an overtime call-out during any calendar year, the employee shall be compensated for 50% of the hours missed.

When the trouble dispatcher is calling for overtime and the employee does not answer, the trouble dispatcher shall wait two (2) minutes before calling the next person on the list. This "wait time" provision shall only apply until such time as the City adopts an automated call-out system.

When an employee fails to answer a call for overtime, he or she will not be charged a "miss" on their overtime response rate, provided they return the call within ten (10) minutes, and accept the overtime if still needed.

- (b) Overtime Call-Out Procedure - Crew Leader, Working, Journeyman Lineman and Apprentice Lineman (Hot). There shall be five (5) lists used for overtime employees in the classifications of:

1. Crew Leader, Working
2. Journeyman Lineman
3. Apprentice Lineman (Hot)
4. Employees working in' different classifications*
5. Employees on authorized leave**

- (c) These lists shall be utilized in the following manner:

1. Order for Crew Leader, Working Callout:
 - Crew Leader, Working
 - Journeyman Lineman
 - Crew Leader, Working on authorized leave
2. Order for Journeyman Lineman Callout:
 - Journeyman Lineman
 - Crew Leader, Working (If there is still a need for a Journeyman Lineman)
 - Journeyman Lineman in other classifications
 - Journeyman Lineman on authorized leave

3. Order for Apprentice Lineman (Hot) Callout (Only as a fourth (4th) Person on a four (4) man crew):

- Apprentice Lineman (Hot)
- Apprentice Lineman (Hot) on authorized leave

For each of the above lists, any employee who is pre-scheduled to be on personal or vacation leave on his or her next regular working day shall be treated as if he/she is already on the authorized leave.

(d) Crew Makeup:

1. Four (4) man crews shall consist of:
 - One (1) Crew Leader, Working
 - Two (2) Journeyman Lineman
 - One (1) Apprentice Lineman (Hot)
2. Three (3) man crews shall consist of:
 - One (1) Crew Leader, Working
 - Two (2) Journeyman Lineman
3. Two (2) man crews shall consist of two (2) Journeyman Lineman

*Employees qualified as Journeyman Lineman working in other classifications.

**As defined in Articles X, XI, XII and XIII.

In the event that enough Journeyman Lineman aren't available or fail to respond, one (1) Apprentice Lineman (Hot) will be used with less than a four (4) man crew or with one (1) Journeyman Lineman. All crews shall contain at least one Journeyman Lineman.

(e) New Hires and Promoted Employees:

New hires and promoted employees will be averaged into the overtime list.

- (f) ~~Section 6. Travel Time - When an employee is called in for unscheduled overtime work, he shall be paid travel time at the appropriate overtime rate not to exceed a period of thirty (30) minutes in advance of the time the employee reports for duty. When calling out employees for overtime, the City shall pass over any employee who has already worked fourteen (14) or more hours in the past twenty-four (24) hours, unless there are no eligible employees who have worked fewer hours.~~

Section 6. Travel Time - When an employee is called in for unscheduled overtime work,

he shall be paid travel time at the appropriate overtime rate not to exceed a period of thirty (30) minutes in advance of the time the employee reports for duty.

Section 7.

- (a) Employees Working Eight (8) Hour Rotating Shifts. For work performed in excess of eight (8) hours on a scheduled work day overtime will be paid at the rate of one and one-half ($1 \frac{1}{2}$) times the regular rate.

A Shift - For work on the first (1st) day following the regular "A" shift seven (7) day operating schedule, time and one-half ($\frac{1}{2}$) will be paid. For work on the second (2nd) day following the regular "A" shift schedule double time will be paid. Time and one-half ($\frac{1}{2}$) will be paid for work on the third (3rd) day and double time will be paid for work on the fourth (4th) day following completion of the "A" shift.

B Shift - For work on the first (1st) day following the "B" shift regular six (6) days operating schedule, time and one-half ($1 \frac{1}{2}$) will be paid. For work on the second (2nd) day following the regular "B" shift schedule double time will be paid.

C Shift - For work on the first (1st) day following the "C" shift regular seven-day operating schedule time and one-half ($1 \frac{1}{2}$) will be paid. For work on the second (2nd) day following the regular "C" shift schedule double time will be paid.

- (b) Employees Working Twelve (12) Hour Rotating Shifts - For work performed in excess of twelve (12) hours on a scheduled work day, overtime will be paid at the rate of one and one-half ($1 \frac{1}{2}$) times the regular rate.

Work performed on the first (1st) and third (3rd) scheduled days off will be paid at the rate of one and one-half ($1 \frac{1}{2}$) times the regular rate.

Work performed by the Relief Trouble Dispatcher and Relief System Operator on the first (1st) and second (2nd) normally scheduled days off will be paid at the rate of one and one-half ($1 \frac{1}{2}$) times. The third (3rd) day off will be paid at double (2) times the regular rate (currently Sunday).

Work performed on the second (2nd) and fourth (4th) scheduled days off will be paid at two (2) times the regular rate.

- (c) Major Storm Restoration - When employees are assigned to major storm restoration duty as declared by the Power & Light Director, they shall be assigned by classification to either a twenty-four (24) hour shift or a twelve (12) hour shift. The twenty-four (24) hour shift shall consist of sixteen (16) hours on duty paid at time and one-half (1.5) and an eight (8) hour rest period paid at straight time. The twelve (12) hour shift shall be paid at time and one-half (1.5), except, that on Sundays and Holidays, employees will be paid at two (2) times their regular rate of pay for the sixteen (16) hours worked during the twenty-four (24) and the twelve (12) hour shift. Hours worked in excess of the sixteen (16) on duty hours shall be paid at two (2) times the regular rate, until the

employee receives his eight (8) hour rest period. This schedule for City personnel shall remain in effect until terminated by the Power & Light Director, provided, however, that outside contractors shall not be retained by the City to perform comparable storm restoration duties on twenty-four (24) or twelve (12) hour schedules for more than twenty-four (24) hours following the termination of such schedules for all City personnel.

Section 8. Employees will be selected to respond to out-of-town requests for mutual-aid on the following basis:

- (a) Out-of-town storm hours will be kept on a separate list. Out-of-town refusal hours will be added to said list.
- (b) It is understood that the overtime callout procedure for out of town storm restoration shall be in the following order:
 - a. Crew Leader, Working
 - b. Journeyman Lineman
 - c. Employees on authorized leave.
- (c) To be eligible for selection, Working Crew Leader and/or Journeyman lineman must have responded and have worked a minimum of fifty percent (50%) of the call-out opportunities in-house received during the prior twelve (12) rolling months.
- (d) Seniority shall be the deciding factor for order when starting and resetting the list for each classification. Seniority shall prevail in a tie.
- (e) ~~The list will reset after three full years on January first of that respective year. The out-of-town list shall not reset.~~
- (f) Any new employee on probation or employee on disciplinary probation will not be eligible for out-of-town work.
- (g) If a qualified employee refuses an opportunity, they will receive hours equal to the hours accrued on the said opportunity, unless off on authorized leave when asked.
- (h) Any employee under fifty percent (50%) will receive hours equal to the hours accrued on each opportunity.
- (i) Any newly qualified journeyman lineman will be added to the out-of-town list at the rate of one hour more than the employee with the highest total number of hours on the out-of-town list.
- (j) When IPL management is calling to offer mutual aid work assignments, they shall call from an IPL landline.
- (k) Except as provided in Article 9, Section 2 of this Agreement, all work and travel will be

paid at double the straight time hourly rate of each classification from dock to dock.

- (l) Qualified employees asked to go out of town may be subject to change every pay period due to qualifications being met.
- (m) All new hired or promoted employees will be zeroed out on the overtime percentage list.
- (n) The percentage overtime list will be made available for employees to review by requesting such list from the Transmission and Distribution Superintendents.
- (o) In the event an employee fails to answer the phone call on a call-out, the failure to answer will be counted as a missed opportunity.
- (p) It is understood that if an employee is called in to work overtime (in-house or out-of-town) while off on authorized leave and it is turned down, the person will not be charged a "miss" or be counted as a response.

Section 9. Comp Time. Department members shall have the option to accrue compensatory time off in lieu of overtime. Paid compensatory time off shall accrue at a rate of one-and-one-half hours of paid time off per overtime hour worked. Compensatory time balances shall not exceed eighty (80) hours. Compensatory time off will be scheduled and used in the same manner as paid vacation.

ARTICLE 9 Holidays

Section 1. The following days will be recognized as paid holidays:

New Year's Day

M. Luther King's Birthday

~~President's Day~~

Truman's Birthday

Memorial Day

Juneteenth

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve

Christmas Day

One (1) Floating Holiday (to be issued on January 1 each year within the dates of the Agreement)

(a) If any of the above-mentioned holidays occurs on Saturday, the holiday shall be observed on the previous Friday except as provided below.

(b) If any of the above mentioned holidays occurs on Sunday, the holiday shall be

observed on the following Monday except as provided below.

- ~~(b)~~(c) For employees in positions that work seven days per week, the actual holidays shall be treated as the recognized holiday when determining premium pay eligibility. For employees in positions that do not work seven days per week, the observed holiday shall be treated as the recognized holiday when determining premium pay eligibility. Where observed holidays are treated as recognized holidays, the actual holiday will not be treated as a recognized holiday.
- ~~(e)~~(d) Floating holidays are paid eight (8) hours each. Floating holiday must be used during the calendar year. Each employee must schedule and use their floating holiday in the same manner as personal business days. Floating holidays do not carry forward from year-to-year, and any unused floating holiday will be lost. Employees hired into the bargaining unit must be working in a bargaining unit position no later than February 28 of any given year in order to gain the floating holiday for that year. Employees coming from other positions within the City where they have been awarded but not yet used their floating holiday for the year will carry it into the bargaining unit with them regardless of when they transfer into the bargaining unit. Employees who transfer into the bargaining unit but who already received and used a floating holiday elsewhere within the City during the calendar year will not accrue another floating holiday until January 1 of the next upcoming year.

Section 2. Holidays are paid at eight (8) hours of holiday pay. Employees required to work on a recognized holiday, ~~or a day observed as a holiday,~~ shall receive eight (8) hours of holiday pay at their regular rate plus two (2) times their regular rate for hours worked on the recognized holiday. ~~An employee shall be paid holiday pay for the actual holiday, or for the day observed as the holiday, but not both. An employee shall receive an extra day's pay for the week in which a holiday is observed on his regular day off.~~

Section 3. Employees regularly scheduled for shifts longer than eight (8) hours, who are required to work a twelve (12) hour shift on a recognized holiday, shall receive twelve (12) hours of holiday pay at their regular rate ~~holiday pay equal to the number of hours actually worked on the recognized holiday, up to a maximum of the number of hours in the employee's regular shift,~~ plus two (2) times their regular rate for the twelve (12) all hours worked on the holiday ~~and for work performed outside the twelve (12) hour shift on such holiday. An employee shall be paid holiday pay for the recognized holiday. An employee shall receive an extra eight (8) hours pay for the week in which a holiday is observed on his regular day off.~~

Section 4. Employees assigned standby duty on a holiday (either actual or observed, depending on which is applicable for their position), or on the 7th consecutive day that an employee has been on standby, shall receive three hours pay at the rate of time-and-one-half, and two hours pay at time-and-one-half for all other days on standby duty on the holiday weekend. Standby pay shall be paid in addition to pay for any hours actually worked. The standby list will be run at least 7 days prior to the holiday.

ARTICLE 10 Excused Absence

Section 1. Jury Duty Leave - An employee may receive leave with pay when required to serve on a jury when the hours of such jury duty conflict with his/her work hours.

Section 2. Funeral of Fellow Employee - If an employee attends the funeral of a fellow employee or serves as a pallbearer for a member of a fellow employee's family (as defined in paragraph H, Article XI) the City will permit him to be absent from work on a basic work day without loss of pay for whatever time may be necessary therefore, but not to exceed one (1) day. Up to six (6) employees serving as pallbearers for a fellow employee will be granted the entire day of the funeral off without loss of pay. A sufficient on duty workforce shall be maintained during the funeral of a fellow employee as determined by the City. The benefits of this Section shall not apply during vacation, sick leave or any other permitted absence.

Section 3. Bereavement Leave - In the case of death within the immediate family of a permanent employee such employee shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial service. This leave will not be charged against the employee's accumulated sick leave or vacation time. Leave taken in such cases should not exceed a period of three (3) working days; provided that if the services are to be conducted out of a four hundred (400) mile radius, such employee shall be entitled to remain absent from duty in order to attend such services for a period not exceeding five (5) working days.

Section 4. Personal Business Leave - Each employee will accrue on a biweekly basis twenty-four (24) hours of annual paid leave time to cover brief absences for the transaction of personal business. These absences may be permitted with the approval of the appropriate supervisor. These credits will be shown separately on the payroll leave summary list. Personal Business Leave may be accumulated, for use in successive years to a maximum of sixty (60) hours. Any employee who terminates for any reason shall be paid for any unused accumulated Personal Business Leave up to but not to exceed sixty (60) hours.

ARTICLE 11 Sick Leave

Sick leave may be accumulated up to a maximum of 1040 hours. Employees with accrual balances in excess of 1040 shall retain those amounts until such time as their balances fall below the 1040 max accrual cap.

Section 1. Accrual of Sick Leave Credit

- (a) All permanent full-time employees shall receive sick leave credit at the rate of eight (8) hours for each calendar month employed.
- (b) Permanent part-time employees shall accrue sick leave credit each month in proportion to the regularly scheduled work hours per day period divided by eighty (80).
- (c) Temporary employees are not eligible for sick leave benefits.

Section 2. Calculation of Sick Leave Credit - Employees shall receive sick leave credit beginning on their first paycheck.

Section 3. Use of Sick Leave Credit - Sick leave credit shall accrue ~~during an employee's initial probationary period starting from each employee's first day of employment but shall not be used for payment during such employee's absence due to illness at that time and may be used as soon as it is accrued for any qualifying reason.~~ Use of accrued sick leave credit shall be allowed ~~after successful completion of the initial probationary period~~ in the event of a required absence from duty during scheduled work days due to the following:

- (a) Sick or Disability Leave
- (b) Family Leave
- (c) Maternity Leave

Section 4. Absence Notice - Each employee shall be required to notify his/her department head one (1) hour prior to the beginning of that employee's work shift on the first (1st day the employee requests sick leave status, unless for good reason such notice cannot be given. Thereafter, the form and time of notice of absence due to sickness shall be determined by the department head concerned subject to the approval of the Human Resources Director. If there is reason to believe the use of sick leave is inappropriate or when the employee is off work three (3) or more consecutive work shifts due to illness, or is on disciplinary probation for excessive absence, he/she may be required by the Division Manager to submit a physician's certificate before returning to work.

Prior to returning to work any Operations employee who is off work due to sickness must call the Shift Supervisor, or person on duty, eight (8) hours prior to the start of their regular shift. In the event the employee calls in less than eight (8) hours before their regular shift begins, that employee will not be allowed to return to work until their next regularly scheduled shift.

Section 5. Sick Leave During Vacation - Regular employees may use accumulated sick leave credit for illness or injury while on authorized vacation leave, provided such use of sick leave credit would be warranted if the employee were not on vacation leave and, provided further, that an attending physician's statement is furnished upon request to the recommending authority certifying that the employee was incapacitated to a degree which would have prohibited performance of normal duties.

Section 6. Effect of Retirement or Termination - Except as otherwise provided below, regular employees shall be paid for all accumulated sick leave credit up to a maximum of one thousand and forty (1040) hours at the employee's rate of pay at the time of termination. An employee can elect to take this payment in a lump sum or in biweekly installments until the amount of accumulated sick leave is exhausted or for a maximum period of thirteen (13) pay periods. If an employee is terminated for gross intentional job-related misconduct, the employee shall not be paid for accumulated sick leave.

Section 7. Family Leave - Leave time shall be allowed for the purpose of staying with immediate family members upon the occasion of disability or illness. Such leave shall be charged against sick leave accumulation.

Section 8. Immediate Family shall mean: spouse, mother, father, sister, brother, daughter, son, mother/father-in-law, sister/brother-in-law, son/daughter-in-law, grandparents, spouse's grandparents, grandchildren, step-grandchildren, stepmother/father, stepbrother/sister, stepchild, and half- brother/sister.

Section 9. Bargaining unit members hired on or before October 31, 2021 who separate from service via resignation with proper notice, retirement, death, or layoff, shall be compensated accumulated sick leave credit as follows:

10 through 15 years of service: up to 520 hours
 16 through 25 years of service: up to 780 hours
 26 or more years of service (or line of duty disability/death): up to 1040 hours

Payment shall be at the Member's rate of pay at the time of separation on an hour-for-hour basis. A Member can elect to take this payment in a lump sum or in by-weekly installments until the amount of accumulated sick leave is exhausted or for a maximum of thirteen (13) pay periods. Bargaining unit members with less than ten (10) years of service or who quit without two (2) weeks' notice, or who are terminated for just cause shall not be eligible for this benefit.

Bargaining unit members hired on or after November 1, 2021 shall not be eligible to receive sick leave payout upon separation, for any reason. Sick leave accrual for these employees shall be capped at 1250 hours for employees who work 40 hours per week. For these employees, the City will instead make an annual lump sum contribution to the Member's 401a account on July 1 of each fiscal year, as follows:

Position	Annual Contribution
Apprentice Lineman 1st year	\$430.32
Apprentice Lineman 2nd Year	\$448.03
Apprentice Lineman 3rd Year	\$469.00
Apprentice Lineman 4th Year	\$487.83
Apprentice Meterman 1st 9 Months	\$418.59
Apprentice Meterman 2nd 9 Months	\$440.58
Apprentice Meterman 3rd 9 Months	\$463.81
Apprentice Meterman 4th 9 Months	\$488.17
Arborist	\$368.41
GIS/CAD Technician	\$488.62
Crew Leader, Working	\$593.27
CT Operator 1st 6 Months	\$474.30
CT Operator 2nd 6 Months	\$510.84
Division Administrative Specialist	\$283.72
Trouble Dispatcher Trainee	\$367.05
Trouble Dispatcher II	\$401.10
Senior Trouble Dispatcher	\$465.51
District Planner I	\$410.47

District Planner II	\$466.52
District Planner III	\$522.45
Senior District Planner	\$578.39
Electronics Technician	\$532.94
Engineering Technician III	\$318.00
Fleet Control Data Technician	\$413.18
Heavy Equipment Mechanic P&L 1st Year	\$452.54
Heavy Equipment Mechanic P&L 2nd Year	\$477.68
Heavy Equipment Mechanic P&L 3rd Year	\$502.83
Inspector/Locator 1st Year	\$438.55
Inspector/Locator 2nd Year	\$452.54
Inspector/Locator 3rd Year	\$480.62
Instrument/Pneumatics Technician	\$559.44
Instrument/Pneumatocs Technician Operator	\$570.83
Inventory Clerk	\$460.88
Journeyman Lineman	\$539.71
Journeyman Mechanic/Welder	\$554.14
Journeyman Meterman	\$523.58
Journeyman Power Plant Electrician	\$532.94
Journeyman Power Plant Electrician Operator	\$544.33
Journeyman Power Plant Mechanic	\$520.76
Journeyman Power Plant Mechanic Operator	\$532.15
Lead Warehouseman	\$457.50
Machinist/Mechanic	\$554.14
Meter Foreman, Working	\$586.39
Meter Records Clerk 1st Year	\$242.56
Meter Records Clerk 2nd Year	\$280.00
Meter Records Clerk 3rd Year	\$330.18
Meter Serviceman	\$451.18
Meter Service Repairman	\$490.31
Power Plant General Utility Worker	\$409.01
Relay Technician	\$586.39
Revenue Protection/Electrical Inspector	\$487.27
Senior Electronics Technician	\$567.00
Substation Foreman, Working	\$605.11
Substation Lineman	\$565.08
System Operator Trainee (I)	\$419.83
System Operator II	\$475.77
System Operator III	\$531.81
Senior System Operator	\$587.63
Troubleman	\$566.32
Utility Data Specialist	\$273.59
Utility Field Service Worker	\$464.38

Utility Maintenance Lead Worker	\$430.32
Utility Maintenance Worker 1st 6 Months	\$302.33
Utility Maintenance Worker 2nd 6 Months	\$318.23
Utility Meter Reader I	\$417.13
New Hire Utility Meter Reader as of 11/1/21	\$259.81
Utility Property Accountant	\$412.62
Utility Support Clerk	\$307.23
Utility Accounting Specialist	\$314.19
Warehouse Clerk 1st Year	\$317.22
Warehouse Clerk 2nd Year	\$354.54
Warehouse Clerk 3rd Year	\$391.76
Warehouseman 1st 6 Months	\$365.25
Warehouseman 2nd 6 Months	\$382.85
Warehouseman 3rd 6 Months	\$398.41
Warehouseman 4th 6 Months	\$415.89

The annual 401a benefit will vest according to the following schedule:

Years of Service	Vesting
1 years	10%
2 years	20%
3 year	30%
4 years	40%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 years	100%

~~Employees who have less than ten full years of service as of the day this Agreement is ratified shall have a one-time option to elect to be included in the 401a program, in which case they will not be eligible for pay-out of any sick leave upon retirement and will be subject to the sick leave accrual caps set out above, but will participate fully in the 401a program outlined above, as if they had been hired on or after November 1, 2021. The election must be made in writing (email will suffice), within thirty days after the City Council approves the Work Agreement, and shall be irrevocable. Employees electing to be included under the 401a program will be credited for their prior service with respect to the vesting requirements set out above.~~

~~Additionally, the City will provide an initial contribution toward each employee's 401a account equal to their total years of service at the time of their election to participate in the program, rounded down to the nearest whole number and capped at five (5). For example, a Journeyman Lineman with 8.7 years of service on the day he or she elects to participate in the 401a program would no longer be eligible for any sick leave payout on separation, but would participate fully~~

~~in the 401a program and would receive an initial contribution from the City in the amount of \$2,698.55 (5 x \$539.71). A Utility Accounting Specialist with 3.9 years of service would receive an initial contribution from the City in the amount of \$942.57 (3 x \$314.19).~~

~~The initial contribution for any employee eligible to receive such contribution will be made in two equal amounts, on July 1, 2022 and July 1, 2023. All annual contributions will also be made on July 1 of each calendar year. Employees must be on the payroll as of July 1 in any given year to receive the initial or annual contribution payments. There shall be no pro-rating of any such payments for partial years of service. For example, the Journeyman Lineman in the first example above would receive \$1,349.28 on July 1, 2022 and \$1,349.28 on July 1, 2023, and would also receive his or her annual \$539.71 contribution, for a total contribution amount of \$1,888.99 each year in 2022 and 2023, and then \$539.71 per year thereafter.~~

Employees who experience a duty-related disability or who die while employed by the City shall automatically become fully vested, and shall receive any initial or annual contribution as if they had completed the then-current contract year (i.e. as if they had continued working to the next upcoming July 1 anniversary date).

ARTICLE 12 Leave of Absence

Section 1. Military Leave - Bargaining unit members shall be granted military training leaves of absence in accordance with applicable state law without loss of pay or other benefits for a period not to exceed a total of one hundred and twenty (120) hours in any Federal fiscal year. Competent orders and sufficient prior notice must be received by the Human Resources Director in order to grant military leave. While the City recognizes the re-employment rights of the veteran, the personnel record must reflect the employee's re-employment rights in accordance with Federal and State laws with a copy of the orders incorporated in the personnel file.

Section 2. Leave of Absence Without Pay - Leave of absence for good cause may be granted by the City at its discretion. Request for leave of absence must be submitted in writing stating the reason therefore and the expected date of return to work, not to exceed ninety (90) days from the beginning of absence.

Section 3. Leave of Absence for Union Business - Any employee who may be called upon to transact business for the Union requiring his temporary absence from duty with the City shall, upon twenty-four (24) hours' notice and permission from the City, be allowed to absent himself from duty without pay, but without the loss of any length of service rights, for sufficient time to transact such business.

An employee who may be elected or appointed to an office in the Union, not to exceed one (1) term, or three (3) years, whichever is less, which election or appointment requires his absence from duty with the City, shall be granted a leave of absence and shall, upon termination of his union duties, be reinstated to his former position, including all length of service rights, providing that he is then physically qualified to return to work.

Any bargaining unit member's schedule may be adjusted once per month to attend monthly

Union meetings, with prior approval from the employee's supervisor, if the employee's classification and job assignment allows such schedule adjustment without creating any operational problems or added cost to the City.

Section 4. Injury Leave -

An employee who is receiving temporary disability payments under the Worker's Compensation laws may, in addition thereto, at his election, receive an amount of money equal to the difference between the disability payment and his regular salary up to the amount of his accumulated sick leave credit. Deduction shall be made from the employee's accumulated sick leave credit for the amount of such additional payment.

ARTICLE 13 Vacations

Section 1. Vacation Leave – All regular employees shall earn vacation leave credit for time actually worked, including the initial probationary period. ~~Vacation leave shall accrue starting from each employee's first day of employment and may be used for any qualifying reason as soon as it is accrued. All regular full-time employees in the municipal service shall receive vacation leave credit on a bi-weekly basis for each pay period including during the initial probationary period.~~ Such leave shall accrue in accordance with applicable schedules hereinafter set forth. Regular part-time employees shall receive vacation leave on a proportional basis to their work schedule.

Section 2. Schedule of Vacation Accrual

(a) All regular full-time employees shall accrue annual vacation leave at the rate per pay period so the following schedule holds true for continuous full-time service:

1. Less than sixty (60) months - eighty (80) hours
2. Sixty (60) to one hundred twenty (120) months - one hundred twenty (120) hours
3. One hundred twenty (120) months to one hundred eighty (180) months - one hundred sixty (160) hours
4. One hundred eighty (180) months and over - two hundred (200) hours

(b) All regular part-time employees shall accrue annual vacation leave credit on a proportional basis to the schedule above. The basis for accrual shall be the ratio of the employee's regularly scheduled work hours per day period divided by eighty (80).

(c) Temporary employees are not eligible for vacation leave.

Section 3. Accumulation of Vacation Leave - Employees may accumulate vacation leave credit up to two (2) times their annual entitlement. The Power & Light General Manager may extend this accumulation to a maximum of twice the amount earned in a year, based upon the needs of the service and with approval of the Human Resources Director. However, any employee

exceeding this maximum accumulation must take the necessary time off the subsequent year to maintain this formula, or forfeit any accumulation above the maximum. The Human Resources Department shall formally notify employees when leave time accrued exceeds the maximum allowed.

Section 4. Vacation Scheduling - Each Division Manager shall schedule vacation leave for employees of their Division, respecting the wishes of the employee so far as such is compatible with the needs of the service.

Any employee who is eligible for more than five (5) working days' vacation may split his vacation into as many as four (4) separate periods providing the vacation periods are scheduled in advance and approved by the Supervisor or Division Manager. Each division may allow vacation days to be split into more than four (4) separate periods based upon schedule, resources, and Division Manager's approval.

Employees may schedule up to five (5) days of their vacation credits in increments of two or more hours, schedule permitting, and when the request is approved by the Division Manager.

Section 5. Holidays Observed During Scheduled Vacation - An employee shall not be charged with a day of vacation taken for any holiday observed by the City which occurs during the employee's scheduled vacation.

Section 6. Effects of Employee's Termination - Any regular employee who separates from the service for any reason shall be paid for any unused accumulated vacation up to but not to exceed two (2) times the amount the employee is entitled to earn in the current year. Any above this will be forfeited by the employee upon termination. The Human Resources Department shall certify the amount of vacation leave to be paid. Any employee terminated during the initial probationary period shall not be entitled to pay for such vacation credit.

ARTICLE 14 Meal Allowance

Section 1. Employees who are required to work overtime shall be allowed reasonable time to eat meals at approximately every six (6) hours. If such overtime work was pre-scheduled eight (8) or more hours in advance for rotating shift workers or eighteen (18) or more hours in advance for all other employees, the meals shall be the responsibility of the employee as on any regular work day. If, however, the overtime is on an emergency call, allowance shall be paid for meals as follows:

(a) Meal periods shall be as follows:

1. Rotating Shifts

- Shift A- 10:00 PM, 3:00 AM, 9:00 AM, 3:00 PM.
- Shift B - 6:00 AM, 11:00 AM, 5:00 PM, 11:00 PM
- Shift C - 2:00 PM, 7:00 PM, 1:00 AM, 7:00 AM

2. All Other Shifts - 6:00 AM, 12:00 Noon, 6:00 PM, 12:00 Midnight

- (b) Any employee who is called out for or required to stay beyond his regular shift for two (2) or more hours of overtime work which brackets a meal period shall be granted a meal allowance at the expense of the City. Such employee shall be allowed a reasonable time to eat such meal. City paid time shall not exceed one (1) hour per meal.
- (c) The allowance for meals shall be ~~thirteen~~ fifteen dollars (\$~~13~~15.00) per meal for all meals.
- (d) An employee (or an entire crew if applicable) when working on unscheduled overtime who is entitled to a meal at the end of overtime work, may elect to stop work and take one (1) hour pay at the applicable overtime rate in lieu of eating the meal on paid time. The meal allowance would still be paid in this case. Employees working scheduled overtime (work pre-scheduled a minimum of eighteen (18) hours in advance) will not be paid for meals not taken unless they work through the meal at the request of management.

ARTICLE 15 General Provisions

Section 1. Supervisory personnel will not perform bargaining unit work except in emergencies to protect life or property or when failure to perform such work would result in the disruption of service or to train bargaining unit employees.

Section 2. Inclement Weather - The City will not require employees to perform outside work during inclement weather unless such work is necessary to protect life or property or to maintain service to the public. Weather instruments at the Service Center will be used to determine temperatures and wind velocities. The supervisor will be responsible for determining whether or not weather conditions will interfere with regular work and to see that employees are not subjected to severe personal discomfort.

During periods when employees are not required to perform outside work because of inclement weather, they will perform other meaningful work or attend safety, training, or other similar meetings.

For line crews, meter shop personnel, meter reading personnel and production personnel, inclement weather shall be defined as follows:

- a) When rain, sleet or snow is falling in sufficient amount to be apparent that to continue to work outside would result in the workmen getting wet.
- b) When the temperature is less than five degrees (5°) Fahrenheit.
- c) When the temperature is above five degrees (5°) Fahrenheit and the wind chill is at or below minus four degrees (-4°) Fahrenheit.
- d) When the heat index is at or above one hundred and five degrees (105°) Fahrenheit.
- e) No extended aerial work shall begin until the temperature has risen above ten degrees (10°) Fahrenheit.

For warehouse personnel, garage personnel and personnel assigned to turn on or turn off service, inclement weather shall be defined as follows:

- (a) When rain, sleet or snow is falling in sufficient amounts to get wet.
- (b) When the temperature is less than five degrees (5°) Fahrenheit.

In situations where employees are working in different localities, performing substantially similar job tasks, and the inclement weather conditions are substantially the same in the different localities, all of the employees will be treated substantially the same; with the understanding that even where weather conditions are exactly the same, certain types of work may be performed by some crews whereas other crews, with no such work to perform, will not be asked to work unless such work is necessary to protect life or property or to maintain service to the public. It is understood that the foreman and the employees will cooperate in the application of the above general principle.

Section 3. Replacement of Tools - Linemen and Heavy Equipment Mechanics

- (a) The replacement program for belts, climbers, canvas bags and hand tools requires an inspection of all such equipment owned and used on the job by linemen and apprentice linemen, at the time of their employment or advancement to the classification. This inspection is made by a supervisor and the Safety & Training Specialist.
- (b) Any belts, climbers, canvas bags or hand tools found by the inspection to be defective or unsafe will be replaced by the employee. A record will be made certifying that the employee has equipped himself with a complete outfit of required and approved belts, climbers and hand tools.
- (c) After the completion of the initial inspection and certification that belts, climbers, canvas bags and hand tools are safe, the employee will replace all such equipment lost by him, and the City will replace all such equipment certified as having been worn out or broken on the job. The employee shall turn in broken or worn out tools when requesting replacement of same.
- (d) The City will replace the same kind of belts, climbers, and canvas bags originally owned by the employee.
- (e) This replacement program applies to the following equipment for linemen: belts, gut straps or suspenders, canvas bags, climbers, adjustable wrenches, skinning knife, eight inch (8") square blade screwdriver, six inch (6") rule, hammer (including new handles), wire cutters, speed wrenches and any other hand tools that may be determined by the Section Superintendent as necessary.
- (f) Linemen, meter shop personnel and power plant employees shall be furnished leather work gloves by the City, provided that the City's obligation to supply shall not be more than four (4) pairs a year to linemen and meter shop personnel and one (1) pair a year to power plant employees with the following exception: Power plant workers may be issued replacement gloves if the original issue of worn out or damaged gloves is returned.
- (g) Each apprentice lineman shall be required to equip himself with a new and complete outfit of required belts, climber's canvas bags and hand tools before starting work in the

classification.

- (h) Each Heavy Equipment Mechanic shall be required to equip himself with a complete outfit of required tools. The employee shall replace all tools lost by him, and the City will replace all such tools certified as having been worn out or broken on the job. The employee shall turn in broken or worn out tools when requesting replacement of same. The City will replace the same kind of tools originally owned by the employee.
- (i) The City will replace any item of equipment listed above as being required of an employee for the performance of the employee's job when such item is stolen, subject to the following conditions:
 - 1. Each item is listed on a written inventory maintained by the City, which inventory gives a description of the item and its value.
 - 2. Each item is marked with information sufficient to identify the owner.
 - 3. The stolen items were secured in a location provided by the City for that purpose. Items which are stolen when left overnight in City or personal vehicles that are not in use shall not be replaced.
 - 4. A police report is made. A finding of forced entry must be made before Heavy Equipment Mechanic's tools will be replaced.

Section 4. Voting - When an employee's work schedule, either regular or emergency, does not leave available three (3) consecutive hours during voting hours for the purpose of voting at all state, county, city and national elections, then the employer shall allow time off, with pay, during the tour of duty as is necessary for such purposes.

Section 5. Safe Working Conditions

- (a) The APPA Safety Manual will be used as the Department's safety manual. Any variances, additions or other modifications to safety rules or safety practices will be reviewed by the Safety Steering Committee for consideration and recommendation to the Power & Light Director. The Power & Light Director shall either modify, adopt or reject any recommendation within thirty (30) days of receipt and shall notify the Union of the decision within ten (10) days. The Safety Steering Committee shall consist of four (4) employees appointed by the Power & Light Director and four (4) employees appointed by the Business Representative at least one (1) of whom works in the Transmission & Distribution Division and at least one (1) of whom works in Production Division.
- (b) Monthly safety meetings will be held among the employees by work groups for the purpose of instruction in safe practices.
- (c) The City shall provide an annual safety shoe allowance of two hundred fifty dollars (\$~~200~~250.00) for Lineman and one hundred ~~twenty-five~~fifty dollars (\$~~125~~150.00) for all other positions that require such safety shoes. The allowance will be provided when shoes are replaced and are presented as evidence. Employees shall be responsible for procuring

and maintaining appropriate footwear. Any part of the reimbursement not expended in one (1) year may be carried over to the next year. The total reimbursable amount shall not exceed five hundred dollars (\$500.00) during the term of this agreement.

The City will furnish adequate protective equipment for employees when working on live lines or exposed to contact with live electrical equipment, and all other safety equipment reasonably necessary for the protection of employee, and the Union agrees that the employees will make full use thereof. The City shall also set a regularly scheduled inspection and testing for all rubber goods and safety equipment in accordance with accepted rules as provided by the National Safety Council.

- (d) If for reasons of maintaining service to the public or in cases of emergencies to protect life or property, it is necessary to perform work on the Boiler Drum Level during periods of abnormal heat, two (2) employees shall perform such work and shall be rotated to ensure their safety and well-being.
- (e) Equipment deemed by the Safety Steering Committee to be unsafe shall be replaced or removed from service until repaired. If a dispute arises on the safe condition of a piece equipment, the question shall be referred to the Power & Light Director for final disposition.
- (f) For employees who are required to wear safety glasses on a regular basis, the City shall continue its existing program of reimbursing employees for qualified prescription safety glasses in an amount equal to the cost of such glasses, not to exceed two hundred dollars (\$200.00) annually. The City further agrees to replace prescription safety glasses broken or damaged on the job independent of the annual cap.
- (g) The employees and the City at all times agree to observe the safety rules and regulations and any other safety requirements of the Department and to adhere to instruction regarding the safe performance of work.
- (h) A copy of each Employee Accident Report shall be made available to the Union upon request.

Section 6. The Union Business Manager, or his designated representative in writing, if an employee of the City, will be permitted to be absent from work on a basic work day without loss of pay for the time necessarily consumed in meetings with authorized representatives of the City in connection with Step 1 and Step 2 of the grievance procedure and for the purpose of attending meetings of the Safety Steering Committee, and for time necessarily consumed in traveling to and from such meetings.

Those employees designated by the Union Business Manager as members of the Union negotiating committee shall be permitted to be absent from work without loss of pay to attend negotiating sessions for this Memorandum of Agreement.

Section 7. Employees in the bargaining unit shall be paid biweekly on Friday for all hours worked during the biweekly pay period ending the previous Saturday 12:00 Midnight. In the event a holiday falls on the basic payday, payment shall be made the preceding work day.

Section 8. Reporting for Work - All employees, when working their regular shift, shall report for work and quit at the end of such day's work at their respective designated reporting location.

Section 9. Rest Breaks - Employees (excluding those who work a straight eight (8) hour shift with no lunch break) will be allowed not to exceed two (2) fifteen (15) minute rest breaks per normal working day.

Section 10. Clean Up Time - At the end of the work day Power Plant Maintenance and Fuel Handling personnel shall be allowed twenty (20) minutes for cleaning up prior to clocking out.

Section 11. Payment of Shift Premium - For employees whose shift is temporarily changed, shift premium will apply to hours outside the normal day shift hours.

Section 12. Rest Period Following Emergency Call-Out - Employees working in classifications, which require one (1) normal shift who are scheduled for overtime or called out for emergency duty within the eight (8) hour period prior to their regular shift shall be entitled to a rest period equal to the number of hours of scheduled overtime or emergency duty worked at no loss of pay, at the beginning of such regular shift. Provided that if the employee performs such work only during six (6) hours preceding his regular shift and works into his regular shift, he will be granted equal time off with no loss of pay immediately prior to the end of his regular shift.

Employees who are required to work sixteen (16) consecutive hours shall be entitled to a rest period of eight (8) hours and shall receive pay for such eight (8) hour period at their applicable straight time rate. Employees shall not be required to work more than sixteen (16) consecutive hours.

Employees working in classifications which normally require multiple shifts who work overtime within the eight (8) hour period prior to their regular shift, shall receive one (1) hour's pay at the applicable straight time rate for each hour worked within the eight (8) hour period prior to their regular shift in lieu of a rest period.

No rest period will be paid on non-work Holidays or other non-work days provided employees have a minimum of eight (8) hour break before their next regularly scheduled work day.

Employees working out of position during their first shifts occurring before and after a call-out shall be paid for the call out at their out-of-position rate.

Section 13. Light Duty Work - An employee who has been injured on duty but has been released by the City physician to perform light duty work shall be given light duty work as determined by the City at his/her regular rate of pay, provided meaningful work is available.

When forty hours (40) of paid benefits are exhausted by a regular employee who has sustained an off the job injury, said employee may request to return to light duty status. The City will provide light duty opportunities to the extent it has meaningful, productive work available that is fully consistent with the employee's work restrictions, provided no other employee with a work-related injury needs the assignment. When productive light duty is not available within an employee's job classification, the City may offer temporary light duty work in a different job classification. When no light duty is available, the employee may request to remain on leave. Leave benefits

shall be charged to sick leave and/or personal business. If the employee has exhausted all sick leave benefits and personal business, he/she may charge leave time to accrued vacation or be off without pay.

Upon request to return an employee to light duty, management shall forward descriptions of light duty work to the City physician. The City physician shall determine if the employee is capable of performing the light duty work. If the City physician determines that the employee is not capable of performing, the employee shall not be returned to work under this provision.

Light duties shall continue until such time that release from the City physician to perform regular duties is given or the City physician determines the employee has permanent disability.

Section 14. The City shall pay the difference in cost between a regular driver's license and the cost of the Commercial Drivers License for those employees required to have such.

Section 15. Uniforms for Utility Meter Readers shall be as provided for in Exhibits "D" and "E". The Utility otherwise shall furnish uniforms (11 Pants and 11 Shirts) to all employees except System Operators, Trouble Dispatchers, Warehouse Clerk, Meter Records Clerk, GIS/CAD Technicians, Engineering Technician III, Utility Data.

Specialists, Utility Property Accountants, Utility Support Clerks, Utility Accounting Specialists, District Planners and Division Administrative Specialists. The City may issue and require employees to wear soft hats and t-shirts when not in conflict with hardhat and clothing safety rules. Employees may not wear non-issued soft hats and shirts when on duty unless expressly approved by management personnel from time to time.

All bargaining unit personnel within the Transmission & Distribution (T&D), Operations, and Production Divisions in the classifications of Apprentice Lineman, Apprentice Meterman, Crew Leader Working, Electronics Technician, Inspector/Laborer, Journeyman Lineman, Journeyman Meterman, Meter Forman Working, Meter Serviceman, Meter Service Repairman, Relay Technician, Senior Electronics Technician, Substation Foreman Working, Substation Lineman, Troublemaker, Utility Field Service Workers, CT Operator, Instrument/Pneumatics Technician, Utility Maintenance Worker in the Production Division, Power Plant Electrician, Power Plant Mechanic, Power Plant General Utility Worker, and any other classification routinely required to wear FR clothing shall be supplied an annual Flame Retardant (FR) clothing allowance of \$1,~~350~~500 at hire or initial transfer into the program, with a yearly allowance of ~~\$850-1,000~~ each year thereafter on July 1 each year. Employees may roll over up to ~~\$350-600~~ per year, with a maximum cap of \$1,200. Due to contractual commitments, the employees not already on the FR clothing allowance program will begin participating in the program on July 1, 2022, and the City will continue the current uniform rental program until the employee's FR clothing order is filled. Once they become eligible for this allowance, employees shall not receive pants and shirts from the City. In the event an employee resigns or provides notice of resignation within 30 days of ordering clothing or requesting reimbursement, the employee shall reimburse the City for the amount requested or purchased by the City on the employee's behalf.

Section 16. Cell Phones - Each Crew Leader, Working will be provided a City cell phone upon request.

Section 17. Employee Discipline.

(a) Notice of Investigation. In all cases of potential discipline, management shall notify the employee involved of the conduct or work performance at issue, and meet with the employee (and Union representative if requested) within fourteen (14) calendar days after the City first becomes aware of the circumstances giving rise to the possibility of discipline, unless reasonable diligence requires additional time for investigation.

(b) Warnings. Documented verbal warnings shall be deactivated one year after the discipline is issued, provided the employee had not received additional discipline during the intervening period. Written warnings shall be deactivated two years after the discipline is issued, provided the employee has not received additional discipline during the intervening period. Deactivated discipline shall not be considered when setting the appropriate level of discipline, but remains relevant when determining whether an employee was aware of the City's expectations in any particular area.

(c) Suspension. No suspension without pay shall commence until management has completed its investigation into the incident or issue in question, which shall include providing the employee with information about the allegations against him or her, and an opportunity to tell his or her side of the story. If a single or multi-day suspension is assessed to an employee assigned to a twelve-hour shift, such suspension shall be served as eight (8) hours equals one (1) day.

Section 18. Pole Replacement

IPL line crews doing pole replacement work shall not be responsible for transferring the equipment of non-IPL entities to the new pole.

Section 19. Communications Shop Work Assignments. Any time a Communications Shop worker will be performing work in the direct line of traffic, management will assure there are two employees assigned and present on the job.

ARTICLE 16 Insurance

Section 1. The City shall offer all employees of the bargaining unit the insurance and hospitalization program available to other employees of the City on the same terms and conditions.

Section 2. Employees of the bargaining unit shall have the option of obtaining any additional coverage available under any such program upon the payment of an additional premium through payroll deduction.

ARTICLE 17 Workers' Compensation

The parties acknowledge that the City's Workers' Compensation program operated in compliance with the Workers' Compensation Act applies to all employees covered under this Agreement.

ARTICLE 18 Retirement

LAGERS - All employees covered herein are members of the Local Government Employees

Retirement System, "LAGERS," as set out in the Revised Missouri Statutes subject to all provisions thereof and entitled to all benefits included therein, with one hundred percent (100%) prior service credit for each member beginning with the date of his employment with the City.

ARTICLE 19 Longevity Pay

~~Effective November 17, 2024, any bargaining unit member receiving Longevity Pay will continue to receive their current Longevity Pay accrued to date but will cease to accrue additional Longevity Pay. In lieu of Longevity Pay, the City agrees that in any given year, the wage table adjustment for all members shall not be less than one-half percent (0.5%). During the term of this Agreement, bargaining unit members will receive an annual adjustment to their base wage rate known as a Longevity Pay adjustment. The Longevity Pay adjustment shall be equal to one-half percent (.5%) of the employee's base pay. Longevity pay shall be calculated as follows: $[\text{base pay}] \times .005 = [\text{longevity increase}]$. Under this approach, each year's longevity increase shall be added to the employee's total base pay.~~

ARTICLE 20 Contracting Work

The City reserves the right to enter into any contracts it deems necessary or advisable for the operation, maintenance, repair or extension of the electric system. The Utility agrees, however, that it will not contract any work which is customarily done by its regular employees if as a result thereof it would be necessary to lay off any such employee.

ARTICLE 21 Grievance Procedure

Section 1. The purpose of this Article is to (a) provide the opportunity for discussion of any request or complaint and (b) to establish procedures for the processing and settlement of grievances. In the event of any complaint or grievance arising under the terms and provisions of this Agreement or of any disputes between the parties as to the interpretation or application of this Agreement, such complaint or grievance shall be processed through the grievance and arbitration procedure in accordance with the terms herein.

Section 2. Definitions of a Grievance - A grievance is any of the following:

- (a) A complaint regarding working conditions as set under the terms of this Agreement.
- (b) The alleged unjust application of the rules and regulations of the Department.
- (a) The alleged unjust application or interpretation of the terms of this Agreement.

Section 3. The City affirmatively denies that there is a right to strike and there shall be no strike, lockout, work stoppage, slowdown or other interruption or impeding of normal operation on account of any grievance. All grievances falling within the scope of Sections 1 and 2, above, shall be settled properly in the manner set out below. The various time limits set forth in this Article may be extended only by the mutual written agreement of the Union and the Company. It is understood by both parties that agreement via email will be considered a written response. Any grievance not submitted at the initial step or appealed to the next step within the time prescribed shall be deemed abandoned, and the City shall have no obligation to process it further.

- Step 1. Any employee having a grievance should first discuss it with his Union Steward and/or Union Representative. If the grievance cannot be resolved, the employee and the Union Steward and/or Union Representative will discuss it thoroughly with the immediate supervisor. The employee and the Union Steward must have such discussion with the immediate supervisor within twenty (20) calendar days of the date that the action complained of was known, or reasonably should have been known, to the employee or the Union.
- Step 2. If a satisfactory settlement of the grievance cannot be reached, or if an answer is not given by the immediate supervisor by the end of three (3) calendar days, the grievance shall be put into writing by the employee aggrieved, dated and signed by him, then presented to the Division Manager. The Union Steward and/or Union Representative, the immediate supervisor, and the division head shall make every effort to settle the grievance at this level.
- Step 3. If the grievance is not settled at Step 2, it may be submitted to the Power and Light Director, in writing, within twenty (20) calendar days from the receipt of the Step 2 answer or within twenty (20) calendar days after submission of the Step 2 appeal, if no decision has been received by that time. The Business Manager and/or Union Representative and the Power and Light Director or their designated representative shall make every effort to settle the grievance which shall be answered in writing within seven (7) calendar days following submission in this step.
- Step 4. If the Union and Utility have not been able to resolve a grievance in the third (3rd) step of the grievance procedure, either party may request that the matter be arbitrated, as set in Article 21 of this Agreement.

ARTICLE 22 Arbitration

Section 1. Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within twenty-one (21) calendar days following the decision of Step 4 in Article ~~XXI-21~~ above, or within thirty (30) calendar days after submission of the Step 3 appeal, if no decision has been received by that time. The notice shall set forth the place, date, time and nature of the occurrence upon which the grievance is based, and shall set out any particular portions of this Memorandum of Agreement or the Personnel Policies and Procedures Manual, if applicable, which it is alleged were violated or misinterpreted. If notice of intent to arbitrate is not delivered within twenty-one (21) calendar days, the grievance shall be deemed abandoned.

Section 2. Selection of Arbitrator - Within twenty-one (21) calendar days after notice of intent to arbitrate is delivered, the party seeking arbitration shall submit a request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from such list, until one (1) name remains. The parties shall toss a coin to determine which party will strike the first name. The remaining person shall be accepted by both parties as the arbitrator to hear and decide the dispute. Alternatively, the parties may agree to use a certain arbitrator.

Section 3. Compensation of Employees - Employees shall not be paid for the time spent in attending an arbitration proceeding other than as a witness on behalf of the City.

Section 4. Decision of Arbitrator - The decision of the arbitrator shall be subject to the following conditions:

- (a) The arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the arbitrator to act effectively.
- (b) In the resolution of disputes, the arbitrator shall give no weight or consideration to any matter except the language of the Agreement and the evidence presented by the parties.
- (c) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum of Agreement. The arbitrator shall have no power to establish or change any wage rates.
- (d) The decision of the arbitrator shall be final and binding on both parties as to all matters which may arise out of the interpretation or application of this Memorandum of Agreement, except for the City Manager's right of review as set out in paragraph (f) below.
- (e) The arbitrator shall have discretion to reduce or raise the discipline imposed.
- (f) Decisions of the arbitrator regarding hiring, promotion, termination, layoff, reduction in force, separation, discipline and reprimand of individual employees shall be subject to review by the City Manager. Where the arbitrator's decision resolves issues of fact, the City Manager is not authorized to substitute his or her own judgment for the judgment of the arbitrator if the arbitrator's findings of fact are supported by competent and substantial evidence. The City Manager is authorized to reject the arbitrator's decision only where the arbitrator's findings of fact and decision based thereon are clearly contrary to the overwhelming weight of the evidence viewed in its entirety, together with all legitimate inferences which may be reasonably drawn from that evidence, and in the light most favorable to the findings of fact and decision of the arbitrator based thereon. Where the arbitrator's decision is based upon an application or interpretation of law, the City Manager may review the award to determine if it is in violation of constitutional provisions; if it is for any reason unauthorized by law; or if it is made upon unlawful procedure or without a fair hearing. The City Manager can exercise his or her own judgment on these matters after receiving advice from the City Counselor or an authorized designee. Notwithstanding any of the foregoing, the City Manager may reject the decision of the arbitrator if such rejection results in a disposition of the case more favorable to the office or employee than the decision of the arbitrator.
- (g) The costs of the arbitrator shall be shared equally by the City and the Union.
- (h) This Article does not extend to negotiations for amendment of this Memorandum of Agreement or for mediation of any disagreements involved in such negotiations.

ARTICLE 23 Expedited Grievance Procedure and Arbitration For Disputes Relating to Selection For Bid Jobs

Any grievance arising out of the City's decision to award a Bid Job to any individual shall be filed

at Step 3 of the grievance procedure prescribed in Article XXII, Section 3 within ten (10) days of the City's decision to award such Job. In the event that any grievance that arising out of the decision to award a Bid Job is not resolved in Step 3 of the grievance procedure, such matter may be submitted to expedited arbitration only as herein provided.

To invoke expedited arbitration, the Union must serve written notice of the Union's intention to arbitrate upon the City within ten (10) working days of the City's Step 3 grievance decision. Time limits concerning expedited arbitration may be changed or modified in a particular case by the express mutual agreement of the parties.

The City and Union shall attempt to have drawn up and ready for selection, a list of mutually acceptable arbitrators who may be contacted directly for an expedited arbitration. Should this not have been done, or should no arbitrator on the list be available, and should the parties within seventy-two (72) hours be unable to agree upon an arbitrator, they shall immediately contact the office of the Federal Mediation and Conciliation Service by email to request a panel of seven (7) arbitrators. The parties shall select an arbitrator from this list by alternate striking within five (5) days. The parties shall contact the arbitrator selected within three (3) days. If the arbitrator selected cannot hear the matter within thirty (30) days, the last struck arbitrator will be contacted.

The arbitrator shall hold an arbitration hearing as expeditiously as possible, but in no event later than thirty (30) days after receipt of said notice. Any briefs shall be filed or arguments shall be made by the parties at the hearing and the decision of the arbitrator shall issue forthwith and in no event later than forty-eight (48) hours after the conclusion of the hearing. The arbitrator's written opinion will follow within thirty (30) days. The arbitrator's decision shall be subject to the provisions of Article XXIII, Section 4.

The arbitration proceedings shall be held at one of the City's facilities or such other place as designated by the arbitrator or agreed upon by the parties.

ARTICLE 24 Gender - Number - Tense

When not inconsistent with the context in which they appear, words appearing in the masculine gender include the feminine, and those in the feminine gender include the masculine; words in the plural number include the singular number, and those in the singular number include the plural; and words used in the present tense include the future. The word "shall" is always mandatory and not merely directory.

ARTICLE 25 Employee Compensation

Section 1. Power & Light Department employees covered by the provisions of this Agreement shall be paid in accordance with the hourly rates set forth in Exhibit "A" attached hereto and made a part hereof effective upon ratification of this Agreement. The hourly rates set forth in Exhibit "A" are for the normally assigned working hours of employees, and do not include overtime pay, shift differential or other added compensation provided for in this Agreement. All regular pay rates shall be increased by ~~2.53%~~ upon ratification, by an additional ~~2.53%~~ on November 1, ~~2022~~2025, and by an additional ~~2.53%~~ on November 1, ~~2023~~2026, as reflected in Exhibit "A". The two remaining employees (see Table A*), whose wages were "frozen" upon the closing of the Blue Valley Power Plant, shall receive .5% upon ratification, .5% on November 1, 2025, and .5%

on November 1, 2026.

Section 2. The rates set out in Appendix A reflect additional market adjustments ~~(over and above the base raise set out above)~~ for the following job classifications ~~in the percentage to the first contract year total hourly wage rates amounts~~ specified:

Journeyman Power Plant Electrician	\$54.00
Warehouse Clerk	\$45.33
Utility Support Clerk	\$31.22
Utility Data Specialist	\$30.22
Utility Data Specialist	2.5% (first year)
Utility Support Clerk	2% (first year)
Utility Accounting Specialist	90¢ (first year) 85¢ (second year)
Journeyman Lineman	70¢ (first year) 70¢ (second year)
Crew Leader Working	70¢ (first year) 70¢ (second year)
Troubleman	70¢ (first year) 70¢ (second year)
Substation Lineman	70¢ (first year) 70¢ (second year)
Substation Foreman	70¢ (first year) 70¢ (second year)

Section 3. ~~New Meter Readers Hired on or After January 12, 2022. Pay Rate. The base pay rate for Meter Readers hired or transferred into the position on or after ratification of this Agreement shall be \$31.00/hour for the life of this Agreement.~~ Meter Readers hired on or after January 12, 2022, shall be paid at the Utility Meter Reader B rate.

Section 4. Lineman Retention Bonus. The City will issue quarterly retention payments in the gross amount of Two Thousand Five Hundred Dollars (\$2,500.00) per calendar quarter to employees who are journeyman lineman qualified. Each quarterly payment will be issued on the pay date corresponding to the first full pay period occurring after the quarter has ended. In order to receive these retention payments, employees must have been employed for the entire calendar quarter, must have completed any necessary pole top training, and must have actively responded to call-outs (per Article 8.5(b)) and have a callout response rate of at least 25% during each quarter prior to that quarter's bonus payment. Employees are only eligible to forfeit a quarterly retention bonus payment when they have received at least four (4) counted callouts in the quarter for his/her respective job classification. ~~Ratification Bonus. Upon ratification of this agreement, each bargaining unit member shall receive a one-time payment equal to 440 x the employee's 2021 regular straight time rate of pay x .025.~~

Retention Bonus payments will be processed as follows:

1st Quarter (November – January): Payment will be on the 2nd pay date in February.

2nd Quarter (February – April): Payment will be on the 2nd pay date in May.

3rd Quarter (May – July): Payment will be on the 2nd pay date in August.

4th Quarter (August – October): Payment will be on the 2nd pay date in November.

This bonus shall follow this payment schedule for each year of the current agreement.

ARTICLE 26 Complete Agreement

Prior to ratification of this Agreement, both the City and Local 53 agree to execute any outstanding Letters of Understanding (LOU) and/or Memoranda of Understanding (MOU) that remain acceptable to both parties, and to incorporate any such LOU's and/or MOU's into this agreement at Appendix F.

Any LOU or MOU that precedes the effective date of this agreement that was not included in Appendix F, shall be null and void.

ARTICLE 27 Termination Date

This Agreement shall continue in effect until October 31, ~~2024~~2027, and thereafter from year to year unless either party to this Agreement gives ninety (90) days written notice prior to any yearly anniversary date thereafter, to open the Agreement for discussion on certain issues or terminate this Agreement.

ARTICLE 28 Successorship

The City's obligation under this Agreement shall be binding upon its successors, administrators, executors and assigns as required by applicable law. The City shall give notice of the existence of this Agreement, a copy of this Agreement and contact information for the Union, to any purchaser, transferee, lessee, assignee, or other entity involved in a sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which an operation (for which employees subject to this Agreement are performing services) is transferred to an entity other than the City. Such notice shall be in writing. The Union shall be given a copy of the written notice at the time the seller, transferee or lessee makes the transaction known to the public or executes a contract for a transaction as herein described, whichever occurs first. Additionally, the City shall advise the Union of the nature of the transaction, not including financial details, once the City and the other party have executed a contract for a transaction as herein described.

ARTICLE 29 Notice

Any notice to be given under this Memorandum of Agreement shall be given by regular mail, be completed by and at the time of mailing, and, if given by the City, be addressed to Business Manager, International Brotherhood of Electrical Workers, Local 53, 1100 Admiral Boulevard, Kansas City, Missouri 64106, and if given by the Union, be addressed to the City Manager, City of Independence, 111 East Maple, Independence, Missouri 64050 with a copy to the City

Counselor at the same address. Either party may by like written notice change the address to which regular mail notice is to be given.

Execution

IN WITNESS WHEREOF, the parties have hereunto set their names and seals the day and year first above written.

CITY OF INDEPENDENCE, MO

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 53**

By: _____
Zachary C. Walker, City Manager

By: _____
~~Erie Williams~~ Benjamin Bush, Business Manager

Table A – Hours of Work

Position Classification	1st or A Shift		2nd or B Shift		3rd or C Shift		Lunch Period
	Begin of Shift	End of Shift	Begin of Shift	End of Shift	Begin of Shift	End of Shift	
Apprentice Lineman	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Apprentice Meterman	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Apprentice Power Plant Electrician	7:30AM	4:00PM					12:00-12:30
Apprentice Power Plant Mechanic	7:30AM	4:00PM					12:00-12:30
Arborist, P&L	7:00AM	3:30PM	-	-	-	-	12:00-12:30
GIS/CAD Technician	8:00AM	4:30PM	-	-	-	-	12:00-12:30
Crew Leader, Working	7:00AM	3:30PM	-	-	-	-	12:00-12:30
CT Operators	10:00PM	6:00AM	6:00AM	2:00PM	2:00PM	10:00PM	1
Trouble Dispatcher	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
Trouble Dispatcher (Relief Position) (7)	6:00AM	4:30PM 00PM	-	-	-	-	12:00-12:30
District Planner	7:00AM	3:30PM	-	-	-	-	6
Division Administrative Specialist							
- IUC	7:00AM,	4:00PM					1
- Production	7:30AM	4:00PM					6
Electronics Technician Four-Day Per Week Job	7:00AM	5:30PM	-	-	-	-	12:00-12:30
Engineering Technician III	7:00AM	3:30PM	-	-	-	-	6
Fleet Control Data Technician	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Heavy Equipment Mechanic - P&L	7:30AM	4:00PM	-	-	3:30PM	11:30PM	½Hour(2)
Inspector/Locator	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Instrument/Pneumatics Technician	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Inventory Clerk	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Journeyman Linemen	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Journeyman Mechanic/Welder	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Journeyman Meterman	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Journeyman Power Plant Electrician	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Journeyman Power Plant Mechanic	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Laboratory Control Technician	7:30AM	4:00PM					12:00-12:30
Lead Warehouseman (5)	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Machinist/Mechanic	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Meter Foreman, Working:	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Meter Records Clerk							
- Support Services (Meter Reading)	7:30AM	4:00PM	-	-	-	-	12:00-12:30
- T&D (Meter Shop)	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Meter Service Repairman	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Power Plant General Utility Worker	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Power Plant Operator I (3)	10:00PM	6:00AM	6:00AM	2:00PM	2:00PM	10:00PM	1
Power Plant Operator II (3)	10:00PM	6:00AM	6:00AM	2:00PM	2:00PM	10:00PM	1
Power Plant Operator III (3)	10:00PM	6:00AM	6:00AM	2:00PM	2:00PM	10:00PM	1
Relay Technician	7:00AM	3:30PM	-	-	-	-	12:00-12:30

	1st or A Shift		2nd or B Shift		3rd or C Shift		
Position Classification	Begin of Shift	End of Shift	Begin of Shift	End of Shift	Begin of Shift	End of Shift	Lunch Period
Senior Electronics Technician Four-Day Per Week Job	7:00AM	5:30PM	-	-	-	-	12:00-12:30
Revenue Protection/Electrical Inspector	7:00 AM	3:30 PM					6
Senior Electronics Technician	7:00 AM	3:30 PM					12:00-12:30
System Operator (Relief Position) (7)	6:00AM	4:30PM 00PM	-	-	-	-	12:00-12:30
System Operator Trainee	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
System Operator I	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
System Operator II	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
System Operator III	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
Senior System Operator	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
Substation Foreman, Working	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Substation Lineman	7:00AM	3:30 PM	-	-	-	-	12:00-12:30
Tool Room Mechanic	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Troubleman	6:00AM	6:00PM	6:00PM	6:00AM	-	-	½ Hour (1)
Utility Data Specialist - P&L							
- Production	7:30AM	4:00PM					6
Utility Field Service Worker (4)(6)	7:30AM	4:00PM	-	-	-	-	6
Utility Maintenance Lead Worker	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Utility Maintenance Worker							
- Project Development	7:30AM	4:00PM	-	-	-	-	12:00-12:30
-T&D	7:00AM	3:30PM	-	-	-	-	12:00-12:30
- Support Services (Vehicle Maint.) (8)	-	-	10:00 AM	6:30PM	-	-	½Hour
- Support Services (Warehouse)	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Utility Meter Reader I (6)	7:00 OR 7:30AM	3:30 OR 4:00PM					6
Utility Property Accountant	8:00AM	5:00PM	-	-	-	-	1 Hour no set time
Utility Support Clerk	7:00AM	3:30PM	-	-	-	-	6
Utility Accounting Specialist	7:00AM	4:00PM	-	-	-	-	1 no set time
Warehouse Clerk	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Warehouseman (5)	7:00 AM	3:30PM	-	-	-	-	5

Notes:

- (1) Lunch taken during shift.
- (2) Lunch taken during shift for 3rd Shift only
- (3) When a plant is shut down for an extended period (seven days or longer), the City may reschedule employees to work a shift from 8:00 a.m. to 4:30 p.m. with one half hour lunch.

- (4) Evening shift is governed by Exhibit E to the IBEW Agreement.
- (5) Half hour lunch between 12:00 p.m. and 1:00 p.m. so that at least one Warehousemen or Lead Warehouseman remains on duty
- (6) Half hour lunch between the hours of 11:00 AM and 1:00 PM
- (7) The normal shift for relief employees shall be four (4) ten (10) hour days per week.
- (8) 4 hours shift premium.
- (9) Meter readers may elect to work 7 a.m. to 3:30 p.m. or 7:30 a.m. to 4:00 p.m., but must have a fixed schedule and cannot change their schedule more than four times per year with at least twenty-four hours' notice.
- (10) All production schedules are subject to being replaced with 4/10 schedules by mutual agreement between the parties, as described in Article 7B, Section 1.
- (11) The existence of a job classification or schedule in this Table shall not be construed to mean that the classification or schedule must be filled.

EXHIBIT “A” Job Classifications and Wage Rate

<u>Position</u>	<u>Upon Ratification</u>	<u>11/1/2025 (3%)</u>	<u>11/1/2026 (3%)</u>
Apprentice Lineman 1st year	\$42.33	\$43.60	\$44.90
Apprentice Lineman 2nd Year	\$44.07	\$45.39	\$46.75
Apprentice Lineman 3rd Year	\$46.13	\$47.52	\$48.94
Apprentice Lineman 4th Year	\$47.98	\$49.42	\$50.91
Apprentice Meterman 1st 9 Months	\$41.66	\$42.91	\$44.20
Apprentice Meterman 2nd 9 Months	\$43.59	\$44.90	\$46.25
Apprentice Meterman 3rd 9 Months	\$45.57	\$46.93	\$48.34
Apprentice Meterman 4th 9 Months	\$47.02	\$48.43	\$49.88
Apprentice Power Plant Electrician 1st 6 Months	\$41.17	\$42.41	\$43.68
Apprentice Power Plant Electrician 2nd 6 Months	\$43.34	\$44.64	\$45.98
Apprentice Power Plant Electrician 3rd 6 Months	\$45.62	\$46.99	\$48.40
Apprentice Power Plant Electrician 4th 6 Months	\$48.02	\$49.46	\$50.94
Apprentice Power Plant Mechanic 1st 6 Months	\$40.23	\$41.44	\$42.68
Apprentice Power Plant Mechanic 2nd 6 Months	\$42.35	\$43.62	\$44.93
Apprentice Power Plant Mechanic 3rd 6 Months	\$44.59	\$45.93	\$47.31
Apprentice Power Plant Mechanic 4th 6 Months	\$46.93	\$48.34	\$49.79
Arborist	\$36.24	\$37.32	\$38.44
GIS/CAD Technician	\$48.06	\$49.50	\$50.99
Crew Leader, Working	\$59.89	\$61.69	\$63.54
CT Operator 1st 6 Months	\$46.65	\$48.05	\$49.49
CT Operator 2nd 6 Months	\$50.25	\$51.75	\$53.31
Division Administrative Specialist	\$27.91	\$28.74	\$29.61
Trouble Dispatcher I (Trainee)	\$39.26	\$40.44	\$41.65
Trouble Dispatcher II	\$41.97	\$43.22	\$44.52
Senior Dispatcher	\$45.79	\$47.16	\$48.58
District Planner I	\$40.37	\$41.59	\$42.83
District Planner II	\$45.89	\$47.26	\$48.68
District Planner III	\$51.39	\$52.93	\$54.52
Senior District Planner	\$56.89	\$58.60	\$60.36
Electronics Technician	\$52.42	\$53.99	\$55.61
Engineering Technician III	\$31.28	\$32.22	\$33.18
Fleet Control Data Technician	\$40.64	\$41.86	\$43.12
Heavy Equipment Mechanic P&L 1st Year	\$44.51	\$45.85	\$47.22
Heavy Equipment Mechanic P&L 2nd Year	\$46.99	\$48.40	\$49.85
Heavy Equipment Mechanic P&L 3rd Year	\$49.46	\$50.94	\$52.47
Inspector/Locator 1st Year	\$43.14	\$44.43	\$45.76
Inspector/Locator 2nd Year	\$44.51	\$45.85	\$47.22
Inspector/Locator 3rd Year	\$47.27	\$48.69	\$50.15
Instrument/Pneumatics Technician	\$55.03	\$56.68	\$58.38
Instrument/Pneumatocs Technician Operator	\$58.12	\$59.86	\$61.66
Inventory Clerk	\$45.33	\$46.69	\$48.09

<u>Journeyman Lineman</u>	<u>\$54.62</u>	<u>\$56.26</u>	<u>\$57.95</u>
<u>Journeyman Mechanic/Welder</u>	<u>\$54.51</u>	<u>\$56.14</u>	<u>\$57.83</u>
<u>Journeyman Meterman</u>	<u>\$51.50</u>	<u>\$53.05</u>	<u>\$54.64</u>
<u>Journeyman Power Plant Electrician</u>	<u>\$54.00</u>	<u>\$55.62</u>	<u>\$57.29</u>
<u>Journeyman Power Plant Electrician Operator</u>	<u>\$55.51</u>	<u>\$57.18</u>	<u>\$58.89</u>
<u>Journeyman Power Plant Mechanic</u>	<u>\$51.22</u>	<u>\$52.76</u>	<u>\$54.34</u>
<u>Journeyman Power Plant Mechanic Operator</u>	<u>\$54.31</u>	<u>\$55.94</u>	<u>\$57.62</u>
<u>Laboratory Control Technician</u>	<u>\$52.41</u>	<u>\$53.98</u>	<u>\$55.60</u>
<u>Lead Warehouseman</u>	<u>\$45.00</u>	<u>\$46.35</u>	<u>\$47.74</u>
<u>Machinist/Mechanic</u>	<u>\$54.51</u>	<u>\$56.14</u>	<u>\$57.83</u>
<u>Meter Foreman, Working</u>	<u>\$57.68</u>	<u>\$59.41</u>	<u>\$61.19</u>
<u>Meter Records Clerk 1st Year</u>	<u>\$23.86</u>	<u>\$24.57</u>	<u>\$25.31</u>
<u>Meter Records Clerk 2nd Year</u>	<u>\$27.54</u>	<u>\$28.37</u>	<u>\$29.22</u>
<u>Meter Records Clerk 3rd Year</u>	<u>\$32.48</u>	<u>\$33.45</u>	<u>\$34.46</u>
<u>Meter Serviceman</u>	<u>\$44.38</u>	<u>\$45.71</u>	<u>\$47.08</u>
<u>Meter Service Repairman</u>	<u>\$48.23</u>	<u>\$49.67</u>	<u>\$51.16</u>
<u>Power Plant General Utility Worker</u>	<u>\$40.23</u>	<u>\$41.44</u>	<u>\$42.68</u>
<u>Power Plant Operator I</u>	<u>\$46.19</u>	<u>\$47.57</u>	<u>\$49.00</u>
<u>Power Plant Operator II</u>	<u>\$49.75</u>	<u>\$51.24</u>	<u>\$52.78</u>
<u>Power Plant Operator III</u>	<u>\$53.60</u>	<u>\$55.20</u>	<u>\$56.86</u>
<u>Relay Technician</u>	<u>\$57.68</u>	<u>\$59.41</u>	<u>\$61.19</u>
<u>Revenue Protection/Electrical Inspector</u>	<u>\$47.93</u>	<u>\$49.37</u>	<u>\$50.85</u>
<u>Senior Electronics Technician</u>	<u>\$55.77</u>	<u>\$57.44</u>	<u>\$59.17</u>
<u>Substation Foreman, Working</u>	<u>\$61.05</u>	<u>\$62.89</u>	<u>\$64.77</u>
<u>Substation Lineman</u>	<u>\$57.12</u>	<u>\$58.83</u>	<u>\$60.59</u>
<u>System Operator Trainee</u>	<u>\$35.79</u>	<u>\$36.87</u>	<u>\$37.97</u>
<u>System Operator Trainee (I)</u>	<u>\$41.30</u>	<u>\$42.53</u>	<u>\$43.81</u>
<u>System Operator II</u>	<u>\$46.80</u>	<u>\$48.20</u>	<u>\$49.65</u>
<u>System Operator III</u>	<u>\$52.31</u>	<u>\$53.88</u>	<u>\$55.50</u>
<u>Senior System Operator</u>	<u>\$57.80</u>	<u>\$59.53</u>	<u>\$61.32</u>
<u>Tool Room Mechanic</u>	<u>\$51.22</u>	<u>\$52.76</u>	<u>\$54.34</u>
<u>Troubleman</u>	<u>\$57.24</u>	<u>\$58.95</u>	<u>\$60.72</u>
<u>Utility Data Specialist</u>	<u>\$30.22</u>	<u>\$31.13</u>	<u>\$32.06</u>
<u>Utility Field Service Worker</u>	<u>\$45.68</u>	<u>\$47.05</u>	<u>\$48.46</u>
<u>Utility Maintenance Lead Worker</u>	<u>\$42.33</u>	<u>\$43.60</u>	<u>\$44.90</u>
<u>Utility Maintenance Worker 1st 6 Months</u>	<u>\$29.74</u>	<u>\$30.63</u>	<u>\$31.55</u>
<u>Utility Maintenance Worker 2nd 6 Months</u>	<u>\$31.30</u>	<u>\$32.24</u>	<u>\$33.21</u>
<u>Utility Meter Reader I</u>	<u>\$41.03</u>	<u>\$42.26</u>	<u>\$43.53</u>
<u>Utility Meter Reader B (hired after 11/1/21)</u>	<u>\$31.93</u>	<u>\$32.89</u>	<u>\$33.87</u>
<u>Utility Property Accountant</u>	<u>\$40.59</u>	<u>\$41.80</u>	<u>\$43.06</u>
<u>Utility Support Clerk</u>	<u>\$31.22</u>	<u>\$32.16</u>	<u>\$33.12</u>
<u>Utility Accounting Specialist</u>	<u>\$31.92</u>	<u>\$32.88</u>	<u>\$33.87</u>
<u>Warehouse Clerk</u>	<u>\$45.33</u>	<u>\$46.69</u>	<u>\$48.09</u>
<u>Warehouseman 1st 6 Months</u>	<u>\$35.93</u>	<u>\$37.00</u>	<u>\$38.11</u>
<u>Warehouseman 2nd 6 Months</u>	<u>\$37.66</u>	<u>\$38.79</u>	<u>\$39.95</u>
<u>Warehouseman 3rd 6 Months</u>	<u>\$39.19</u>	<u>\$40.36</u>	<u>\$41.57</u>

<u>Warehouseman 4th 6 Months</u>	<u>\$40.91</u>	<u>\$42.13</u>	<u>\$43.40</u>
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*Dennis Ebert and Ray Blann will receive a 0.5% increase each year of the contract

EXHIBIT “B” LINES OF PROGRESSION

Bid Job Apprentice Lineman, 1st Year
Promotes to - Apprentice Lineman, 2nd Year
Promotes to - Apprentice Lineman, 3rd Year
Promotes to - Apprentice Lineman, 4th Year
Promotes to - Journeyman Lineman
To Vacancy- Troubleman, or
To Vacancy- Crew Leader, Working

Bid Job Apprentice Meterman, 1st 9 mos.
Promotes to - Apprentice Meterman, 2nd 9 mos.
Promotes to - Apprentice Meterman, 3rd 9 mos.
Promotes to - Apprentice Meterman, 4th 9 mos.
Promotes to - Journeyman Meterman
To Vacancy- Meter Foreman, Working

Bid Job - Apprentice Power Plant Electrician, 1st 6 mos.
Promotes to - Apprentice Power Plant Electrician, 2nd 6 mos.
Promotes to - Apprentice Power Plant Electrician, 3rd 6 mos.
Promotes to - Apprentice Power Plant Electrician, 4th 6 mos.
Promotes to - Journeyman Power Plant Electrician

Bid Job Apprentice Power Plant Mechanic, 1st 6 mos
Promotes to - Apprentice Power Plant Mechanic, 2nd 6 mos.
Promotes to - Apprentice Power Plant Mechanic, 3rd 6 mos.
Promotes to - Apprentice Power Plant Mechanic, 4th 6 mos.
Promotes to - Journeyman Power Plant Mechanic

Bid Job Electronics Technician
To Vacancy- Senior Electronics Technician

Bid Job District Planner I

Promotes To District Planner II
Promotes To District Planner III
Promotes To Senior District Planner

Bid Job Power Plant Operator I
To Vacancy Power Plant Operator II*
To Vacancy Power Plant Operator III

Bid Job Substation Lineman
Promotes To Substation Foreman, Working

Bid Job System Operator I (Trainee)
Promotes To System Operator II
Promotes To System Operator III
Promotes To Senior System Operator

Bid Job Trouble Dispatcher I (Trainee)
Promotes To Trouble Dispatcher II
Promotes To Senior Trouble Dispatcher

Bid Job Warehouseman, 1st 6 mos.
Promotes To Warehouseman, 2nd 6 mos.
Promotes To- Warehouseman, 3rd 6 mos.
Promotes To Warehouseman, 4th 6 mos.
To Vacancy Lead Warehouseman

- * Employees working in the Power Plant Operator line of progression have the right to refuse a promotion. Employees who refuse a promotion will not be subject to discipline, and refusal of a promotion will have no effect on the employee's future opportunities for promotion.

Where all employees in the line of progression initially refuse promotion, IPL may require the qualified employee in the line of progression with the least amount of seniority to accept the promotion from Power Plant Operator II to Power Plant Operator III.

During the summer peak season, the City shall first offer temporary assignment to all qualified employees in the Plant Operator II classification for Plant Operator III openings. In the event all qualified employees in the Plant Operator II classification refuse such temporary assignment, the City may offer temporary assignment as Plant Operator III to qualified employees in the Plant Operator I classification.

Employees staying within a line of progression shall carry their seniority dates with them throughout the line.

The existence of any particular job or line of progression in this Exhibit shall not be construed to mean the job or line of progression must actually be filled.

EXHIBIT “C” BID JOB CLASSIFICATIONS

Vacancies in the following classifications shall be bid in accordance with ARTICLE V. Section 6:

Arborist – P&L
Apprentice Lineman
Apprentice Meterman
Apprentice Power Plant Mechanic
Apprentice Power Plant Electrician
GIS/CAD Technician
Trouble Dispatcher
District Planner I
Division Administrative Specialist
Electronics Technician Engineering Technician III
Fleet Control Data Technician
Heavy Equipment Mechanic - P&L
Instrument/Pneumatics Technician
Inventory Clerk
Inspector/Locator
Journeyman Mechanic/Welder
Laboratory and Records Clerk
Laboratory Control Technician
Machinist/Mechanic
Meter Records Clerk
Meter Service Repairman
Power Plant Electrician
Power Plant General Utility Worker
Power Plant Operator I
Relay Technician
Substation Lineman
System Operator Trainee
Tool Room Mechanic
Troubleman
Utility Data Specialist-P&L

Utility Field Service Worker
Utility Maintenance Lead Worker
Utility Maintenance Worker
Utility Meter Reader I
Utility Property Accountant
Utility Support Clerk
Utility Accounting Specialist
Warehouse Clerk Warehouseman

Note: The existence of any particular job classification in this Exhibit shall not be construed to mean the job must be filled.

EXHIBIT D

METER READING

Between

City of Independence and

Local Union 53, International Brotherhood of Electrical Workers

and

**Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union**

This Supplemental Work Agreement For Meter Reading is made and entered into as of ____ between the City of Independence, its successors and assigns, herein after referred to as the "City" and Local Union 53, International Brotherhood of Electrical Workers and Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, together hereinafter referred to as the "Bargaining Unit" both representing meter readers.

The purpose of this Agreement is to set forth the special terms and conditions related to combining the Water and Power meter reading operations of the City of Independence. The Agreement defines the wages, work rules, and other special conditions of employment for meter readers.

It is the intent of the parties that all provisions of this Agreement be strictly construed and governed by the provisions of the Charter of the City of Independence, Missouri, adopted December 5, 1961, as amended. This document shall prevail over the existing agreements with Local Union 53, International Brotherhood of Electrical Workers and Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, and then the Personnel Policies and Procedures Manual of the City of Independence.

Work Week

All utility meter readers shall work a day shift, Monday through Friday as set out in Table A to the IBEW Agreement. The Department will provide prior notification for required employee meetings and training sessions.

Overtime

Overtime will be assigned on a voluntary basis when possible, but may be required when the cycle window exceeds thirty-five (35) days and no volunteers are available.

The following procedure will be followed in the assignment of overtime:

1. The initial voluntary overtime assignment will be offered on the basis of City seniority (employee with highest City seniority receives first overtime

assignment.)

2. Should the highest seniority employee refuse the overtime assignment, the assignment will be offered to the employee with the next highest seniority. The highest seniority employee then will not receive a further opportunity to work overtime until all other utility meter readers have been offered an overtime opportunity.
3. The pattern will continue on a repetitive basis during the term of this Agreement.
4. If no employee accepts a voluntary overtime assignment, the Department may require the least senior employee in the working group to take the assignment.
5. When the least senior employee has worked a mandatory overtime assignment, that employee shall not again be assigned mandatory overtime until all employees in the classification have filled a mandatory assignment. The next least senior employee shall work the next occurring mandatory assignment, and so on until all employees have worked a mandatory assignment.

Reporting for Work

All employees shall report for work and quit at the end of the day's work at the Power & Light Department's Service Center facility or other designated location.

Notification of Absence

Each utility meter reader member shall be required to notify his/her supervisor ~~within no less than~~ one (1) hour before the beginning of his/her work shift on the first day such employee requests sick leave status, unless for good reason such notice cannot be given. Thereafter, the form and time of notice shall be established by the employee's immediate supervisor. If there is reason to believe the use of sick leave is inappropriate or when the employee is off work three (3) or more consecutive shifts due to illness, or is on disciplinary probation for excessive absence, he/she may be required by the Division Manager to submit a physician's certificate before returning to work.

Route Assignment

Management has the right to assign meter reading routes on a rotating basis so as to assure that all Utility Meter Readers will have knowledge of all routes and for the purposes of continuously auditing the routes.

The parties agree that provided the City does not begin implementation of Automated Meter Reading during the life of this Agreement, the following shall apply:

- The average number of routes per cycle will be eleven (11).
- Maintain an average of approximately 500 meters per route. IBEW Local 53 will retain the right to approach Independence Power & Light if the average exceeds 500 to discuss the makeup of the routes.

- IBEW Local 53 agrees with the continuance of the current practices for assigning of check read/re-reads.
- Scheduled vacations will not be canceled unless necessary because of emergency as defined in Article VIII of the current work Agreement.
- The City will maintain the current staffing level of thirteen (13) employees in the Meter Reading department, except that positions that become open may be eliminated or filled by other members of the bargaining unit.

Transportation

During the life of this Agreement, the City shall have the right to discontinue the use of private vehicles for meter reading work. If the City elects to cease using private vehicles, it shall provide at least thirty (30) days' advance notice to the Union and the affected employees. On the effective date of the changeover to using only City vehicles, the provisions below regarding private vehicles will become ineffective, and the City will cease providing the specified compensation. All Meter Readers will still be required to possess an appropriate valid drivers' license.

Except as otherwise provided herein all Utility Meter Readers shall use their privately owned vehicles for transportation on the job. The following rules and regulations must be observed:

1. A private vehicle must have a current state vehicle license and must present evidence of a mechanical inspection in compliance with state statutes before authorization for use in City business. The driver is responsible for personally inspecting his/her vehicle and maintaining it in a safe condition while operating his/her vehicle for the City.
2. The employee must furnish evidence, satisfactory to the City Counselor, of the public liability and property damage insurance in the following minimum amounts:
 - \$100,000 per person
 - \$300,000 per accident
 - \$25,000 property
3. Newly hired employees are required to provide verification of the required insurance before beginning assigned duties.
4. All employees must possess an appropriate valid driver's license.

Utility Meter Readers shall be compensated at the rate of ~~two-three~~ hundred ~~and sixty-four~~ dollars (\$~~264~~300.00) per month for the use of their private vehicle to help defray the cost of the vehicle use. In the event a Utility Meter Reader is assigned alternative Light Duty Work that does not require the Utility Meter Reader to use his or her personal automobile to perform the work, the allowance is discontinued until the employee returns to their regular duties. In the event a Utility Meter Reader is on leave in excess of eighty (80) hours, the monthly allowance will be prorated to reflect actual days worked.

Designated Driving Routes

Due to driving distances and road conditions, City vehicles and related meter reading equipment will be provided at the employee's request for employees who are assigned to read certain routes designated as "driving routes" by the City.

Inclement Weather

Inclement Weather - The City will not require employees to perform outside work during inclement weather unless such work is necessary to protect life or property or to maintain service to the public. Weather instruments at the Service Center will be used to determine temperatures and wind velocities. The supervisor will be responsible for determining whether or not weather conditions will interfere with regular work and to see that employees are not subjected to severe personal discomfort.

During periods when employees are not required to perform outside work because of inclement weather, they will perform other meaningful work or attend safety, training, or other similar meetings.

For meter reading personnel, inclement weather shall be defined as follows:

- (a) When rain, sleet or snow is falling in sufficient amount to be apparent that to continue to work outside would result in the workmen getting wet.
- (b) When the temperature is less than five degrees (5°) Fahrenheit.
- (c) When the temperature is above five degrees (5°) Fahrenheit and the wind chill is at or below minus four degrees (-4°) Fahrenheit.
- (d) When the heat index is at or above one hundred and five degrees (105°) Fahrenheit.

Uniforms

All employees will receive uniforms in the following initial allocation:

6	Long sleeved shirts
6	Short sleeved shirts
12	Pants (with option of 6 shorts for summer)
1	Jacket with zip-out liner
1	Coveralls, if desired

1	Winter coat
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The City may issue and require employees to wear soft hats and t-shirts when not in conflict with hardhat and clothing safety rules.

In addition, Utility Meter Readers shall receive an annual allowance of ~~one-two~~ hundred ~~twenty five~~ dollars (\$~~125~~200.00) for rain gear, boots, gloves, and other job-related apparel. Any part of the reimbursement not expended in one (1) year may be carried over to the next year. The total reimbursable amount shall not exceed five hundred dollars (\$500.00) during the term of this agreement.

After the initial allocation of uniforms, replacements will be made as needed. The laundering of uniforms is the responsibility of each individual employee.

The City will provide slip-on rubber boots for utility meter readers as needed. The rubber boots being replaced must be worn out and not usable.

Inaccessible Meters

Customers who have inaccessible meters must be notified that their meter cannot be read. A customer notification card should be left in the front door to:

1. Notify the customer of the reason why the meter could not be read, and
2. Request the customer to read his/her meter(s) and mail the readings to the Customer Service Division

Vacation

A maximum of three (3) total utility meter readers, one from each Bargaining Unit plus an additional person from either Bargaining Unit, will be allowed off on vacation at the same time; provided, however, that when no utility meter readers are off on vacation from a Bargaining Unit, the other Bargaining Unit will be allowed up to three (3) employees off on vacation at the same time.

Insofar as choice of vacation period lies with the Bargaining Unit member, Bargaining Unit seniority shall determine the order of selections. If any Bargaining Unit member desires to change his/her selections after May 1, he/she can only select open dates.

Wages

The City's agreement with Local Union 53, International Brotherhood of Electrical Workers shall serve as the basis for wages and future wage increases for Utility Meter Readers through October 31, 2021.

Seniority

As of the date of this agreement, utility meter readers will maintain their seniority in their respective Bargaining Units. Should a vacancy occur, the vacancy will be filled in the bargaining unit in which the vacancy occurred. In as much as practicable, the present utility meter reader ratio of ten (10) IBEW to five (5) Steelworkers will be maintained (2 to 1). In the event the total utility meter reading staff is increased the following order will be followed: One (1) Steelworker, two (2) IBEW. In the event of a utility meter reading staff decrease all utility meter readers hired after December 1, 1994 will be laid off in the order of seniority in the Utility Meter Reader I classification. Thereafter, the order of further reduction will be two (2) IBEW and then one (1) Steelworker.

Term

This Agreement shall remain in effect until October 31, ~~2024~~2027.

Execution

IN WITNESS WHEREOF, the parties have hereunto set their names and seals the day and year first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____

Zachary C. Walker, City Manager

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 53

By: _____

~~Brett Stone~~Benjamin Bush, Business Manager

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**

By: _____

~~David Rizzuto~~ Stacy Anderson, Staff Representative

**EXHIBIT "E", SUPPLEMENTAL WORK AGREEMENT FOR
UTILITY FIELD SERVICE WORKER**

Between

City of Independence

and

Local Union 53, International Brotherhood of Electrical Workers and

**Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union**

This Supplemental Work Agreement For Utility Field Service Work is made and entered into as of _____ between the City of Independence, its successors and assigns, herein after referred to as the "City" and Local Union 53, International Brotherhood of Electrical Workers and Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, together hereinafter referred to as the "Bargaining Unit" both representing Utility Field Service Workers.

The purpose of this Agreement is to set forth the special terms and conditions related to combining certain of the water and power field service operations of the City of Independence. The Agreement defines the wages, work rules, and other special conditions of employment for Utility Field Service Workers.

It is the intent of the parties that all provisions of this Agreement be strictly construed and governed by the provisions of the Charter of the City of Independence, Missouri, adopted December 5, 1961, as amended. This document shall prevail over the existing agreements with Local Union 53, International Brotherhood of Electrical Workers and/or Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, and then the Personnel Policies and Procedures Manual of the City of Independence.

Work Week

Except as provided in the next paragraph, the regular work week for Utility Field Service Worker shall be a day shift, Monday through Friday as shown on Table A attached to the IBEW Agreement dated _____

An eight (8) hour evening shift (Monday through Friday between 11:30 a.m. and 8:00 p.m. with one-half (½) hour off for lunch) shall be established for one of the Utility Field Service Workers positions. This shift shall be filled by bid as it becomes vacated. This position will be rotated in reverse seniority order when vacant, if management desires to fill it. A premium of five percent (5%) shall be paid for all hours worked on this shift.

Overtime

Distribution of overtime shall be distributed as equitably as practicable among the employees in the Utility Field Service Worker job classification. The following procedure will be followed for

the assignment of scheduled overtime:

1. New employees in the Utility Field Service Worker job classification will be averaged into the overtime callout list .
2. Should the first (1st) employee on the list refuse an overtime assignment, the assignment will be offered to the next employee on the list. This pattern will continue until all employees have had the opportunity to accept an overtime assignment.
3. Thereafter, overtime will be offered to the employee with the lowest overtime hours. In each instance when an employee is offered an opportunity to work overtime and refuses the same, the hours refused will be regarded as overtime hours worked for the purpose of calculating the equity of distribution of overtime. If all employees in the job classification refuse overtime, it will be assigned to the least senior employee in that classification on a mandatory basis and thereafter in reverse order of continuous service. Any employee who refuses an opportunity to work overtime must remain available for thirty (30) minutes from the time of the initial contact. Such thirty (30) minute period shall be at no cost to the City.
4. A record of all accumulated overtime hours worked and refused in the job classification will be maintained by the City and posted in the work area at the end of each pay period. Additionally, the City will post a list in the appropriate area the work day after an overtime call has been worked containing the following information:
 - (a) Who was called,
 - (b) Who was excused, and
 - (c) Who performed the work.

The listing of accumulated overtime hours shall expire on December 31 of each year. The order on the list will not change.

Call-out and scheduled overtime - when an employee is called in for work outside his/her regular scheduled work period by duly authorized person or persons, he shall receive a minimum of two (2) hours for each call-out at the overtime rate which is applicable for the day for which he is called.

When an employee is assigned scheduled overtime and the assignment is canceled between the end of the employee's previous shift and before the start of the scheduled overtime, the employee shall receive a minimum of two (2) hours at the overtime rate, which is applicable for the day of the scheduled overtime.

Travel time - when an employee is called in for unscheduled overtime work, the employee shall be paid travel time at the appropriate overtime rate not to exceed a period of thirty (30) minutes in advance of the time the employee reports for duty.

Reporting for Work

All employees shall report for work and quit at the end of the day's work at the Power & Light Department's Service Center facility or other designated location. Employees will pick up assigned vehicles and supplies at locations designated by the Power & Light Department Director from time to time.

Notification of Absence

Each Utility Field Service Worker shall be required to notify his/her supervisor within one (1) hour before the beginning of his/her work shift on the first day such employee requests sick leave status, unless for good reason such notice cannot be given. If there is reason to believe the use of sick leave is inappropriate or when the employee is off work three (3) or more consecutive shifts due to illness, or is on disciplinary probation for excessive absence, he/she may be required by the Division Manager to submit a physician's certificate before returning to work.

Inclement Weather

Inclement Weather - The City will not require employees to perform outside work during inclement weather unless such work is necessary to protect life or property or to maintain service to the public. Weather instruments at the Service Center will be used to determine temperatures and wind velocities. The supervisor will be responsible for determining whether or not weather conditions will interfere with regular work and to see that employees are not subjected to severe personal discomfort.

During periods when employees are not required to perform outside work because of inclement weather, they will perform other meaningful work or attend safety, training, or other similar meetings.

For Utility Field Service Workers, inclement weather shall be defined as follows:

- (a) When rain, sleet or snow is falling in sufficient amounts to get wet.
- (b) When the temperature is less than five degrees (5°) Fahrenheit.
- (c) When the temperature is above five degrees (5°) Fahrenheit and the wind chill is at or below minus four degrees (-4°) Fahrenheit.
- (d) When the heat index is at or above one hundred and five degrees (105°) Fahrenheit.

Uniforms

A flame retardant work uniform will be provided by the City for Utility Field Service Workers.

All Utility Field Service Workers will receive uniforms in the following initial allocation:

11	Long sleeved shirts
11	Pants
1	Jacket with zip-out liner
1	Coveralls, if desired
1	Winter coat

Effective July 1, 2022, Utility Field Service personnel will begin receiving the FR clothing allowance. At that point, all rental clothing (above) shall be turned in to the appropriate supervisor, and the above provision regarding City-provided uniforms will terminate.

The City may issue and require employees to wear soft hats and t-shirts when not in conflict with hardhat and clothing safety rules.

In addition, Utility Service workers shall receive an annual allowance of ~~one-two~~ hundred ~~twenty five~~ dollars (~~\$125~~200.00) for rain gear, boots, gloves, and other job-related apparel. Any part of the reimbursement not expended in one (1) year may be carried over to the next year. The total reimbursable amount shall not exceed five hundred dollars (\$500.00) during the term of this agreement.

After the initial allocation of uniforms, replacements will be made as needed. The laundering of the uniform (shirt and pants) will be provided by the City.

Meal Allowance

Employees who are required to work overtime shall be allowed reasonable time to eat meals at approximately every (6) hours. If such overtime work was prescheduled eighteen (18) or more hours in advance, the meals shall be the responsibility of the employee as on any regular work day. If, however, the overtime is on an emergency call, the following meal provisions shall apply:

1. Meal periods shall be as follows:
6:00 a.m., 12:00 noon, 6:00 p.m., 12:00 midnight
2. Any employee who is called out for or required to stay beyond his regular shift for two (2) or more hours of overtime work which brackets a meal period shall be granted a meal allowance at the expense of the City. Such employee shall be allowed a reasonable time to eat such meal. City paid time shall not exceed one (1)

hour per meal.

3. The allowance for meals shall be thirteen dollars (\$13.00) per meal for all meals.
4. An employee who is entitled to a meal at the end of overtime work, may elect to stop work and take one (1) hour pay at one .and one-half (1½) the regular rate in lieu of eating the meal on paid time. The meal allowance would still be paid in this case.

Vacation

A maximum of one (1) Utility Field Service Worker from each Bargaining Unit will be allowed off on vacation at any time; provided, however, that when no Utility Field Service Workers are off on vacation from a Bargaining Unit, the other Bargaining Unit will be allowed up to two (2) employees off on vacation at the same time.

Insofar as choice of vacation period lies with the Bargaining Unit member, Bargaining Unit seniority shall determine the order of selections. If any Bargaining Unit member desires to change his/her selections after May 1 of any calendar year, he/she can only select open dates.

Wages

The City's agreement with Local Union 53, International Brotherhood of Electrical Workers, shall serve as the basis for wages and future wage increases for Utility Field Service Workers through October 31, 2021.

Seniority

Utility Field Service Workers will maintain their seniority in their respective Bargaining Units. Should a vacancy occur, the vacancy will be filled in the bargaining unit in which the vacancy occurred. In as much as practicable, the present ratio of three (3) IBEW to three (3) Steelworkers will be maintained (1 to 1). In the event the total Utility Field Service Workers is increased, the following order will be followed: One (1) Steelworker, one (1) IBEW. In the event of a staff decrease, all Utility Field Service Workers hired after November 1, 2009 will be laid off in the order of seniority in the Utility Field Service Worker classification. Thereafter, the order of further reduction will be one (1) Steelworker and then one (1) IBEW.

This Agreement shall remain in effect until October 31, ~~2024~~2027.

Execution

IN WITNESS WHEREOF, the parties have hereunto set their names and seals the day and year first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____

Zachary C. Walker, City Manager

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 53

By: _____

Benjamin Bush, Business Manager

**UNITED STEEL, PAPER, AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**

By: _____

Stacy Anderson, Staff Representative

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-791 A resolution adopting the 2025 State Legislative Agenda

Recommendations:

Staff recommends approval.

Background:

The 2025 State Legislative Agenda is a policy document that expresses the positions of the City of Independence for the 2025 Missouri General Assembly Session. This document is not intended to be an exclusive or an all-inclusive document, but rather captures the major policy positions of the City of Independence. This document will guide legislative advocacy on behalf of the City of Independence.

Emergency Justification:**Fiscal Impact:**

None.

Council Action:

**Department /
Contact**

City Manager /

REVIEWERS

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 2025 Proposed State Legislative Agenda
2. 2025 State Legislative Agenda Resolution



City of Independence, Missouri 2025 State Legislative Agenda

The 2025 City of Independence State Legislative Agenda is a policy document expressing the positions of the City of Independence for the 2025 Missouri General Assembly Session. It is not intended to be either an exclusive or an all-inclusive document, but rather captures the major policy positions of the City.

TOP LEGISLATIVE PRIORITIES

The following are the top legislative priorities for the City of Independence for the 2025 legislative session. The corresponding pages in the policy provide additional information:

1. The City of Independence opposes any changes to Economic Development tools, such as Community Improvement Districts (CID) that would hamper development and redevelopment. (Page 3).
2. The City of Independence opposes any reductions, caps or altering of the local sales tax rate. (Page 4).
3. The City of Independence opposes any legislation that takes away the right of cities to manage public rights of way including the regulation of pole attachments. (Page 6)
4. The City of Independence supports increased funding for mental health services in Independence and Eastern Jackson County including funding for the Missouri 988 program. (Page 5).
5. The City of Independence supports legislation that restores the ability for Municipal Court judges to suspend in-state driver's licenses for failing to appear in Municipal Court for Public Safety. (Page 5).

Contacts:

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(816) 325-7170 (Office)
zwalker@indepmo.org

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STATE LEGISLATIVE POLICY

ECONOMIC DEVELOPMENT

Business Incubation

The City supports legislation that promotes startup businesses, including business opportunities for graduates from the Ennovation Center. The Independence Regional Ennovation Center formerly housed the Independence Regional Hospital. In 2007 the hospital announced its closure, and community leaders worked together to repurpose the building. The Ennovation Center opened in 2010 and has housed over 60 startup businesses. Resources are needed to help tenants graduate into expansion spaces within the community. Research confirms that new and young businesses create most of the new jobs nationwide.

Financing Tools

The City opposes any changes in state law that would restrict the flexibility of cities to use financing tools to promote economic development in their communities. The ability to utilize Community Improvement Districts (CID), Chapter 353 tax abatement, and Transportation Development Districts (TDD) is critical for development and redevelopment in Independence. This is especially true in blighted or distressed areas that would not otherwise support investment at market rates. These tools are essential to communities throughout Missouri when engaging in public improvement and economic development projects.

Pay Day Loans

The City supports legislation to control payday loan interest rates. The City has zoning codes to limit the number and types of businesses that profit from loaning money to low-income people. The City supports legislation to cap the amount of interest that may be charged by payday and car title loan companies. According to the State Commissioner of Finance's report to the Governor, the average interest rate for payday loans in Missouri in 2023 is 365.07%.

FINANCE

Sales Tax Caps

The City opposes legislation to limit or cap sales tax rates. In 1980 Missouri voters approved the “Hancock Amendment” to the Missouri Constitution Article X Section 22. This provision states that a majority of the qualified voters of the political subdivision must vote to approve any increases in local taxes. In the last several years several bills were filed that would cap or otherwise alter sales taxes. This legislation would tie the hands of local leaders in addressing future needs and could result in the reduction or elimination of City services that our citizens require and have come to expect.

Sales Tax Exemptions

The City opposes legislation to expand sales tax exemptions. In 2016, voters approved a constitutional amendment to prohibit local governments from asking voters to expand sales taxes beyond goods. It is important to preserve the existing tax base to ensure stable local revenues to deliver crucial municipal services. Further exemptions threaten to erode revenues generated by retail sales.

Unfunded Mandates

The City opposes legislation that impose state mandated costs for which there is no guarantee of local reimbursement or other related benefits. The City welcomes open dialogue with members of the General Assembly regarding the burden of unfunded mandates on the daily operations of local governments.

MUNICIPAL COURT

Appropriate Fines

The City supports legislation to raise municipal court fines to \$500 in order to be a deterrent to criminal behavior and offset the staff time dedicated to processing criminal offenses.

The City has experienced increased numbers of serious violations, including fraudulent use of credit cards, bad checks, assaults, and stealing cases that are now handled in municipal court. The City supports raising fines up to \$1,000 for cases that could be filed as felonies, such as possession of methamphetamines, possession of heroin and car thefts. Municipal courts in Jackson County are processing more of these serious offenses.

Driver's License Suspension

The City supports legislation to allow municipal courts to suspend driver's licenses for offenders who fail to pay court fines and/or appear in court.

Several loopholes exist in state law which allow those found guilty of certain "minor traffic violations" to avoid compliance with judicial renderings in municipal court, thereby eliminating any real incentive for an offender to comply with state and local laws. With the passage of Senate Bill 5 in 2015, municipal courts lost much of their enforcement authority, including the ability to suspend in-state driver's licenses for non-compliance with judgments. In the past several years, Independence has experienced a considerable decline in compliance. This poses a real threat to public safety since traffic offenders understand they can ignore tickets and judge's verdicts with little consequence. This is especially important to communities like Independence with multiple major state and federal highway routes.

PUBLIC SAFETY

Crisis Intervention Teams

The City supports legislation for sustainable funding and partnerships to expand Crisis Intervention Teams for local law enforcement. Crisis Intervention Teams (CITs) are police officers trained to safely respond to persons with mental illness in crisis. As a result, those persons receive appropriate access to emergency, inpatient, and community-based mental health treatment services instead of jail time. The Independence Police Department currently has grant funding to support one CIT officer, but the need far exceeds this single resource and finite funding stream. Based on a recent Community Health Assessment and feedback received through the Community Health Improvement Planning process, the Independence Health Department identified mental health as one of the top health priority areas for Independence.

Mental Health

The City supports increased funding for Mental Health Services in our community. 1 in 5 adults and 1 in 6 youth in the United States experience a mental health disorder each year. The 2022 Independence Health Assessment indicated that Mental Health was one of the top public health concerns by our residents. Independence has a higher suicide rate than Eastern Jackson County, Kansas City, the State of Missouri, and the United States in 2020. Increased funding options for the Missouri 988 hotline is expected to divert individuals in a mental health crisis away from law enforcement, emergency, and hospital resources potentially reducing the burden on these systems.

Ground Emergency Medical Transportation

The City of Independence supports legislation that would provide reimbursement for any agency that provides emergency medical transport services for a particular area. This legislation would allow the City of Independence to appreciate these funds from the state of Missouri through the Center for Medicaid and Medicare Services (CMS) if it chose to provide this service in the future.

TOURISM

Short-Term Rentals

The City opposes any legislation that would limit the authority of local governments to regulate short-term rentals. Communities like Independence are increasingly seeing owner-occupied homes used as short-term rentals for short-term stays through websites such as Airbnb and VRBO. Short-term housing can benefit local economies by increasing tourism and the affordability of housing. Cities need flexibility to regulate short-term rentals in a way that best meets the needs of the local community.

UTILITIES

Telecommunications Issues

The City opposes any legislation to limit local control of telecom attachments to municipally-owned utility facilities.

Independence Power & Light has the responsibility of managing the safe and reliable delivery of electrical power to Independence ratepayers. This mission is often complicated by the competing needs of telecommunications companies that seek to attach to utility poles and related rights-of-way and infrastructure. The City has worked closely with telecommunications providers to develop new ordinances and applications to accommodate small cell wireless attachments on utility poles. The City must maintain authority to impose reasonable regulations to protect its assets and the public interest.

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE 2025 STATE LEGISLATIVE AGENDA.

WHEREAS, the First Session of the 103rd General Assembly of the State of Missouri will convene on Wednesday, January 8, 2025; and,

WHEREAS, the Missouri General Assembly will likely consider bills that would have an impact on local units of government and delivery of municipal services; and,

WHEREAS, the City of Independence, through its staff, elected officials, and other advocates, desires to advocate to the General Assembly for legislative action that benefits the city; and,

WHEREAS, to assist with the City's legislative advocacy efforts, it is advisable for the City Council to adopt its legislative priorities and positions prior to the start of the legislative session;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the 2025 State Legislative Agenda, attached hereto and incorporated by reference, is hereby adopted.

SECTION 2. That the Mayor, Mayor Pro-Tem, City Manager or staff designee, and contracted lobbyists are authorized to represent the City's interests during the 2025 state legislative session in accordance with the adopted Legislative Agenda.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk
APPROVED AS TO FORM AND LEGALITY:

City Counselor
REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-792 A resolution approving a Short-Term Rental for 915 S Brookside Ave, in Independence, Jackson County, Missouri.

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of this Short-Term Rental with the conditions listed below:

1. The short-term rental shall obtain a business license pursuant to Chapter 5 of the City Code
2. The short-term rental operator shall remit transient guest tax to the City and comply with the operational standards outlined in Article 3, Chapter 5 of City Code
3. The business must comply with all safety and other standards established by Section 14-424 of the City Code.
4. The maximum occupancy of the premises shall be limited to four (4) persons total.
5. The maximum number of bedrooms shall be two (2).
6. A noise monitoring system conforming to City Code shall be installed and activated, the Good Neighbor Guidelines, evacuation plan and other notices must be properly posted, prior to approval of the business license.
7. The property must be inspected by the Fire Inspector and passed the Initial Short-Term Rental Fire and Life Safety Inspection.

The motion was seconded by Commissioner Young. The Independence Planning Commission voted as follows:

Commissioner Ashbaugh – Absent

Commissioner Nesbit – No

Commissioner Ferguson – Yes

Commissioner O'Neill – Yes

Commissioner Torres – No

Commissioner Young – No

Chair Wiley – Yes

The motion failed by a vote of 3 – 3.

Background:

This request by Jamee Woolery to operate a Short-Term Rental at 915 S Brookside Ave failed 3 – 3 at the October 15, 2024, Planning Commission meeting after a lengthy public hearing. However, on October 22, 2024, Jamee Woolery submitted an appeal to the City Council for consideration, within the five working days limitation as outlined in Section 14-424-

23-B-5.

The current legal description for this property is described by Jackson County as the South half of Lot 25 of the Evanston Park subdivision. Lot 25 of the Evanston Park subdivision was originally platted with 100 feet of lot frontage. The Evanston Park subdivision was platted and recorded with Jackson County in 1885. By that time, this property was not located within Independence City limits--the property would not be annexed into the City until 1961

PROPERTY CHARACTERISTICS:

This property has 50 feet of lot frontage and is approximately 300 feet deep. According to Jackson County property records, the property is a total of 14,400 square feet. The property is on a hill. From the curb access to the structure, there is a 20-foot rise in elevation. The rear-yard flattens out to the rear property line. The single-family structure is 828 square feet. Real estate records indicate the property was constructed in 1917. It is one-story and features a front deck.

CHARACTERISTICS OF THE AREA:

The property is located within a neighborhood comprised predominantly of single-family homes. The surrounding single-family homes are of similar size, design and appearance. Mount Washington Cemetery is located West, across Brookside Ave.

SHORT TERM RENTAL REQUIREMENTS:

With the attached application materials, the Jensen's have addressed the following topics:

- Noise monitoring –The applicant will need to provide evidence of the installation of an approved noise monitoring device.
- Trash Removal – The applicant proposes to utilize Ted's Trash service for weekly collection. The property owner lives next door and intends to handle trash removal for the short-term rental.
- Property listing - The property will be listed on AirBNB.
- Business operations/security – The property owner will oversee site security and general business operations, including screening customers, and coordinating bookings.
- City's Short Term Rental checklist – The form was completed by the applicant covering licensing, future inspections, insurance, on-site information posting, and so forth.
- Fire safety – A fire evacuation plan had been submitted along with floor plans of the house. The fire escape plan must also be posted per Code requirement.
- City inspection – The property must be inspected by the Fire Inspector and passed the Initial Short-Term Rental Fire and Life Safety Inspection.
- Parking Plan – The applicant's existing driveway satisfies City Code requirements for parking.

The applicant's appeal letter and the draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. CD.Draft Resolution 24-400-22.11.18.24
2. Staff Report 24-400-22
3. Online Application
4. Notification Letter
5. Notification Information
6. Notification Area Map
7. Affidavit
8. Front Image
9. Floor Plan
10. Fire Plan
11. Parking Plan
12. Nearest Short Term Rental Map
13. Planning Commission Meeting Minutes 10-15-24

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A SHORT-TERM RENTAL FOR 915 S BROOKSIDE AVE, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS, on August 25, 2024, the City accepted an application for a proposed Short-Term Rental at 915 S Brookside Ave to be considered by the Planning Commission; 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 October 15, 2024; and,

WHEREAS, the Planning Commission failed to approve the Short-Term Rental by a vote of 3-3; and,

WHEREAS, on October 22, 2024, the applicant/owner of this property filed an appeal with the City; and,

WHEREAS, City Code Section 14-424-23 states that the City Council must consider and take final action on a short-term rental application on an appeal from an action of the Planning Commission;

WHEREAS, the City Council rendered a decision on November 18, 2024 to approve the Short-Term Rental of the said property; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the Short-Term Rental was consistent with the criteria in Section 14-424.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the short-term rental for 915 S Brookside Ave, on property legally described as the South ½ of Lot 25, Block 5 of Evanston Park, a subdivision in Independence, Jackson County, Missouri, be and the same is hereby approved with the conditions noted below:

1. The short-term rental shall obtain a business license pursuant to Chapter 5 of the City Code
2. The short-term rental operator shall remit transient guest tax to the City and comply with the operational standards outlined in Article 3, Chapter 5 of City Code
3. The business must comply with all safety and other standards established by Section 14-424 of the City Code.
4. The maximum occupancy of the premises shall be limited to four (4) persons total.
5. The maximum number of bedrooms shall be two (2).

6. A noise monitoring system conforming to City Code shall be installed and activated, the Good Neighbor Guidelines, evacuation plan and other notices must be properly posted, prior to approval of the business license.
7. The property must be inspected by the Fire Inspector and passed the Initial Short-Term Rental Fire and Life Safety Inspection.

A copy of said Short-Term Rental is attached hereto and forms a part of this resolution as though fully set forth herein.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY
COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: October 15, 2024

STAFF: Gabe Glaser, Planner

PROJECT NAME: Short-Term Rental – 915 S Brookside Ave

CASE NUMBER/REQUEST: **Case #24-400-22 – Short-Term Rental – 915 S Brookside Ave** – A request by Jamee Woolery to operate a short-term rental in Independence

PROPERTY ADDRESS: 915 S Brookside Ave, Independence, Mo 64053

APPLICANT: Jamee Woolery

APPLICANT ADDRESS: 919 S Brookside Ave, Independence, Mo 64053

PROPERTY OWNER: Jamee Woolery

OWNER ADDRESS: 919 S Brookside Ave, Independence

SUBJECT PROPERTY ZONING/LAND USE: R-12(Two-Family Residential)/Single-Family Dwelling

SURROUNDING ZONINGS/LAND USES:

N: R-12 (Two-Family Residential)/Single-Family Residence

S: R-12 (Two-Family Residential)/ Single-Family Residence

E: R-12 (Two-Family Residential)/ Single-Family Residence

W: R-12 (Two-Family Residential)/ Mount Washington Cemetery

PUBLIC NOTICE:

- Letters to property owners within 185 feet were mailed September 25, 2024
- Notification signs were posted on the property September 26, 2024

FURTHER ACTION:

Unless a valid protest petition is submitted, or the applicant seeks to appeal the action of the Planning Commission, this application is not reviewed by the City Council.

RECOMMENDATION

Staff recommends **APPROVAL** of this Short-Term Rental with the following conditions:

1. The short-term rental shall obtain a business license pursuant to Chapter 5 of the City Code
2. The short-term rental operator shall remit transient guest tax to the City and comply with the operational standards outlined in Article 3, Chapter 5 of City Code
3. The business must comply with all safety and other standards established by Section 14-424 of the City Code.
4. The maximum occupancy of the premises shall be limited to four (4) persons total.
5. The maximum number of bedrooms shall be two (2).
6. A noise monitoring system conforming to City Code shall be installed and activated, the Good Neighbor Guidelines, evacuation plan and other notices must be properly posted, prior to approval of the business license.

7. The property must be inspected by the Fire Inspector and passed the Initial Short-Term Rental Fire and Life Safety Inspection.

PROJECT DESCRIPTION

PROJECT DESCRIPTION:

The applicant seeks approval of a Short-Term Rental at 915 S Brookside Ave

Current Zoning:	R-12(Two-Family Residential)	Current Use:	Single-Family Residence
Former Zoning:	Prior to 2009: R-2 (Two-Family Residential)		
	Prior to 1980: R-2 (Two-Family Residential)		
	Prior to 1965: Not Zoned		
Proposed Use:	Short-Term Rental		

BACKGROUND HISTORY

Proposal:

The applicant seeks approval by the Planning Commission to legally use this property as a Short-Term Rental.

Property History:

The current legal description for this property is described by Jackson County as the South half of Lot 25 of the Evanston Park subdivision. Lot 25 of the Evanston Park subdivision was originally platted with 100 feet of lot frontage. The Evanston Park subdivision was platted and recorded with Jackson County in 1885. By that time, this property was not located within Independence City limits--the property would not be annexed into the City until 1961.

Physical Characteristics of Property:

This property has 50 feet of lot frontage and is approximately 300 feet deep. According to Jackson County property records, the property is a total of 14,400 square feet.

The property is on a hill. From the curb access to the structure, there is a 20-foot rise in elevation. The rear-yard flattens out to the rear property line.

The single-family structure is 828 square feet. Real estate records indicate the property was constructed in 1917. It is one-story and features a front deck.

Characteristics of the Area:

The property is located within a neighborhood comprised predominantly of single-family homes. The surrounding single-family homes are of similar size, design and appearance.

Mount Washington Cemetery is located West, across Brookside Ave.

Parking:

The property has a driveway that can easily accommodate two vehicles. The existing driveway satisfies City Code **14-424-18 – Parking** requiring one parking space per bedroom.

Unruly Guest/Security:

The property owner intends to utilize a noise monitoring system to ensure guests are compliant with the City's noise ordinance.

The property owner lives next door and will serve as the responsible agent in accordance with City Code **14-424-09 – Responsible Agent required.**

Short Term Rental Requirements:

The applicant must address the following topics:

- **Noise monitoring** –The applicant will need to provide evidence of the installation of an approved noise monitoring device.
- **Trash Removal** – The applicant proposes to utilize Ted's Trash service for weekly collection. The property owner lives next door and intends to handle trash removal for the short-term rental.
- **Property listing** - The property will be listed on AirBNB.
- **Business operations/security** – The property owner will oversee site security and general business operations, including screening customers, and coordinating bookings.
- **City's Short Term Rental checklist** – The form was completed by the applicant covering licensing, future inspections, insurance, on-site information posting, and so forth.
- **Fire safety** – A fire evacuation plan had been submitted along with floor plans of the house. The fire escape plan must also be posted per Code requirement.
- **City inspection** – The property must be inspected by the Fire Inspector and passed the Initial Short-Term Rental Fire and Life Safety Inspection.
- **Parking Plan** – The applicant's existing driveway satisfies City Code requirements for parking.

There are no other licensed Short-Term rentals in this area, therefore this application follows the density limitations of the City Code.

EXHIBITS

1. Online Application
2. Notification Letter
3. Addresses
4. Notification Area Map
5. Affidavit
6. Front Image
7. Floor Plan
8. Fire Plan
9. Parking Plan
10. Nearest Short Term Rental Map

915 S Brookside Ave Independence MO 64053

STR License

Submitted

Application number

A00141

Applicant name

Jamee Woolery

Application date

2024-08-25

▼

Collapse details

Submitted

▼

Send license

Edit

Property Address

915 S BROOKSIDE AVE INDEPENDENCE MO 64053

Permit Held By

Owner

Parcel Number

27210180700000000

Rental Structure

Single family

Permit Holder

First Name

Jamee

Last Name

Woolery

Phone Number

816-812-5767

Email

jamee.woolery@gmail.com

Mailing Address

919 S Brookside Avenue

Property Owner(s)

Property Owner #1

First Name

Jamee

Last Name

Woolery

Phone Number

816-812-5767

Email

jamee.woolery@gmail.com

Mailing Address

919 S Brookside Avenue

Property Manager

First Name

Jamee

Last Name

Woolery

Phone Number

816-812-5767

Email

jamee.woolery@gmail.com

Mailing Address

919 S Brookside Avenue

Responsible Agent

First Name

Jamee

Last Name

Woolery

Phone Number

816-812-5767

Email

jamee.woolery@gmail.com

Mailing Address

919 S Brookside Avenue

Verification Documents

Floor Plan

[floor_plan_2024-08-25-180252.pdf](#)

Evacuation Plan

[fire_safety_2024-08-25-180252.pdf](#)

Parking Plan

[parking_spaces_2024-08-25-180252.pdf](#)

Supplemental Questions

▼ Collapse all

What is the total number of bedrooms?

^

Possible Violations

- ⓘ

Permit Number Not Displayed in Listing

🔒 44230046
- ⓘ

> 30 Days Per Year

🔒 44230046

Add Note

Notes

Add

2

Total number of parking spaces available on the property? ^

2

What is your proposed total occupancy? ^

4

Is street parking allowed? ^

No

Please provide your Noise Management Plan: ^

Good neighbor guidelines posted along with house rules on listing and noise monitoring device.

Please provide your Trash Disposal & Collection Plan: ^

Trash services provided on site through Ted's trash with weekly pickup every Tuesday. We live next door and take containers to the curb every Monday evening and return them Tuesday afternoon.

Please provide all platforms that you plan to advertise on. ^

Airbnb.



PROPERTY OWNER NOTIFICATION LETTER
For a Short-Term Rental Business

Date: September 25, 2024

Case Number: 24-400-22

Dear Property Owner:

This is to notify you that an application has been submitted for the consideration of a short-term rental business at the following address. A public hearing will be held for this application by the Independence Planning Commission at the date and time listed below.

Address of proposed Short-Term Rental: 915 S Brookside Ave

Total Maximum occupancy: Four (4) total guests

Number of bedrooms used: Two (2)

PROPERTY OWNER:

Name: Jamee Woolery

Phone: (816)812-5767

E-Mail: jamee.woolery@gmail.com

Planning Commission Meeting Date: October 15, 2024 at 6:00 p.m.

Location of public hearing: City Council Chambers, City Hall
111 E. Maple Ave, Independence, MO 64050

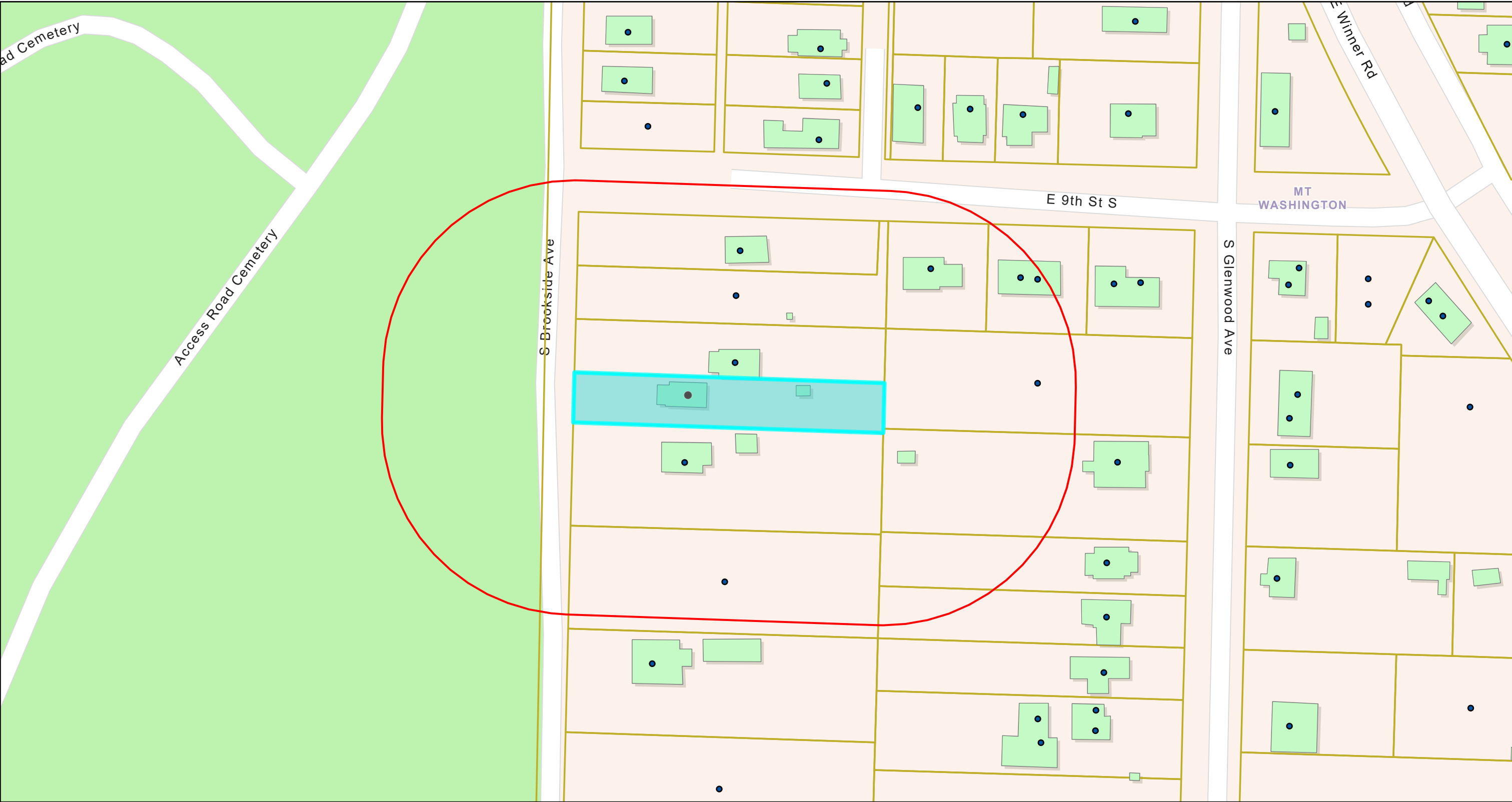
All interested persons are invited to participate and will have an opportunity to be heard at the public hearing. If you have questions regarding this short-term rental operation, you may wish to contact the property owner or manager, as listed above. For information regarding the filing of a protest petition, please contact the Community Development Department at 816-325-7421.

Gabriel Glaser

Gabriel Glaser
Planner

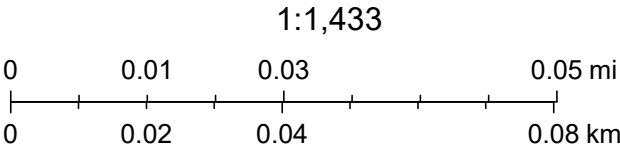
Property	Property Owner	Owner Address	City	State	ZIP Code
907 S BROOKSIDE AVE	BRADY CHRISTOPHER M	907 S BROOKSIDE	INDEPENDENCE	MO	64053
927 S BROOKSIDE AVE	EXPRESS PROPERTIES LLC	15301 W 87TH ST PKWY B35	LENEXA	KS	66219
922 S GLENWOOD AVE	ACUNA JESUS E	915 S GLENWOOD AVE	INDEPENDENCE	MO	64053
924 S GLENWOOD AVE	COLE JENNIFER B	924 S GLENWOOD AVE	INDEPENDENCE	MO	64053
918 S GLENWOOD AVE	ALLISON LESLIE A	918 S GLENWOOD AVE	INDEPENDENCE	MO	64053
915 S BROOKSIDE AVE	WOOLERY HARRY D & JAMEE C	919 S BROOKSIDE AVE	INDEPENDENCE	MO	64053
905 S BROOKSIDE AVE	BRADY CHRISTOPHER M	907 S BROOKSIDE	INDEPENDENCE	MO	64053
9309 E 9TH ST S	PEDERSEN KENT I & CHARIA	9309 E 9TH	INDEPENDENCE	MO	64053
9305 E 9TH ST S	IRA CLUB FBO DANIEL FRASER IRA 1001592	67 E MADISON ST # 1510	CHICAGO	IL	60603
9311 E 9TH ST S	KORUS DAN & DIANE	303 SPRUCE ST	YANKTON	SD	57078
614 S BROOKSIDE AVE	WINNER ROAD PROPERTIES LLC	2345 GRAND BLVD STE 2200	KANSAS CITY	MO	64108
919 S BROOKSIDE AVE	WOOLERY JAMEE C & HARRY D	919 S BROOKSIDE AVE	INDEPENDENCE	MO	64053
916 S GLENWOOD AVE	ALLISON LESLIE A	918 S GLENWOOD AVENUE	INDEPENDENCE	MO	64053

185ft Notification Area



9/23/2024, 3:32:47 PM

- Addresses
- Building Footprints
- Parcels (General Use- AGOL)
- City Limits



Esri Community Maps Contributors, City of Independence MO, Kansas City, MO, Jackson County, MO, Missouri Dept. of Conservation, Missouri DNR, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Property Owner Notification Affidavit

STATE OF MISSOURI

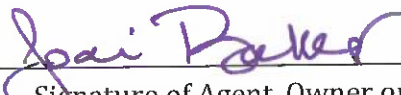
COUNTY OF JACKSON

Case No. 24-400-22

I, Jodi Baker, of lawful age being first duly sworn upon oath, state:

That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 25th day of September, 2024.


Signature of Agent, Owner or Attorney

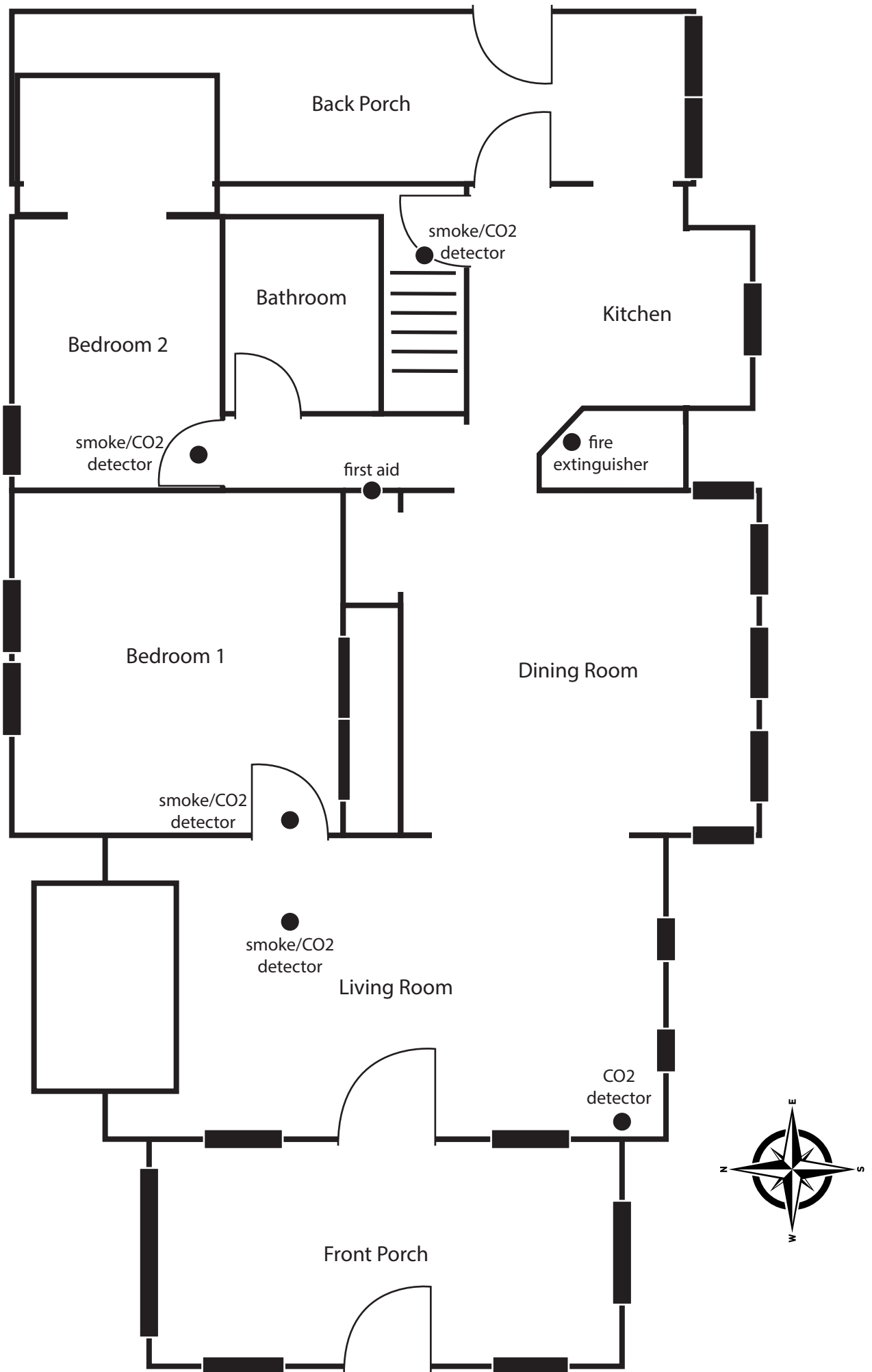
Subscribed and sworn to before me this 25 day of September, 2024.

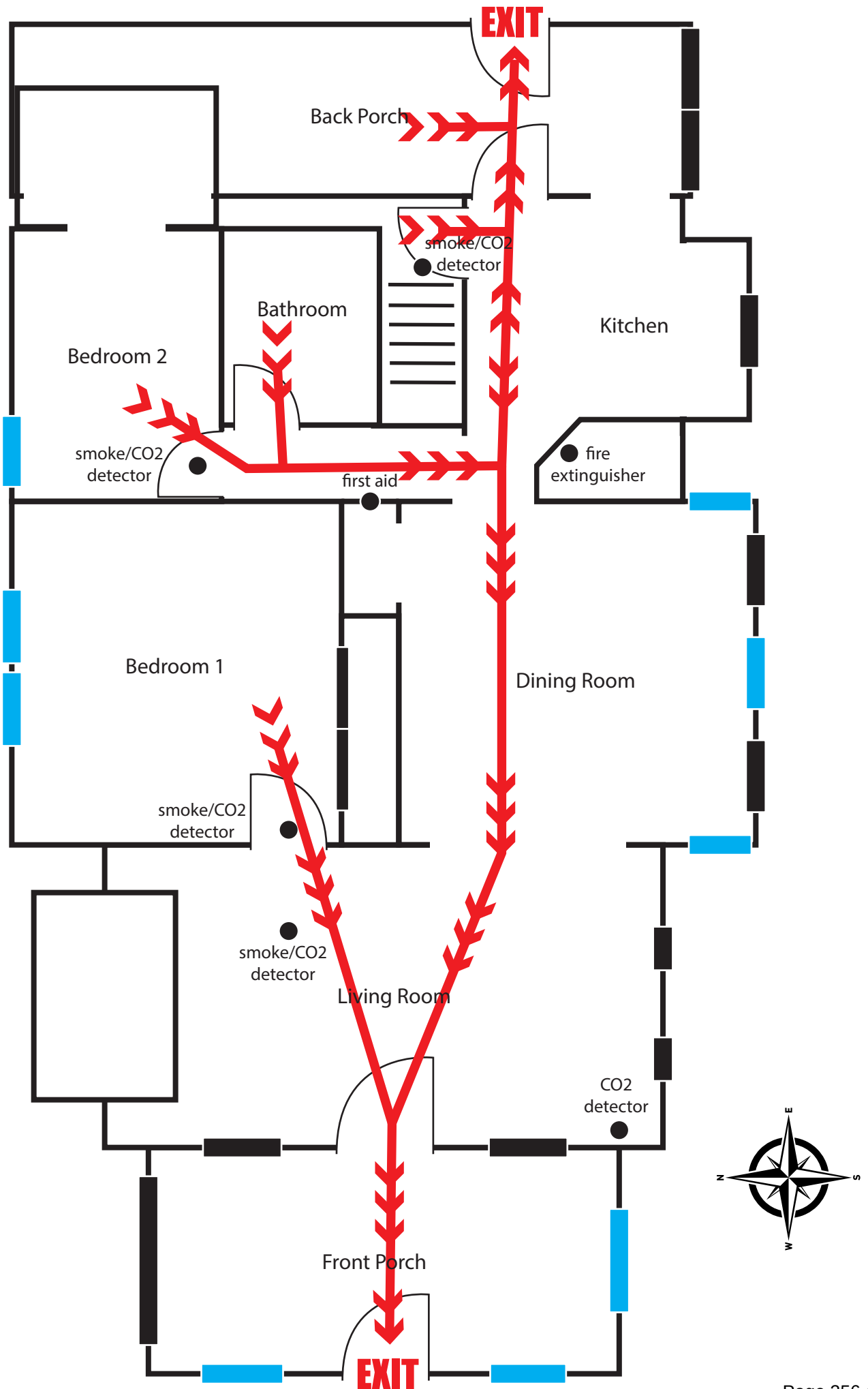

Notary Public

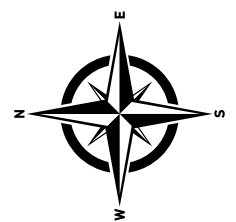
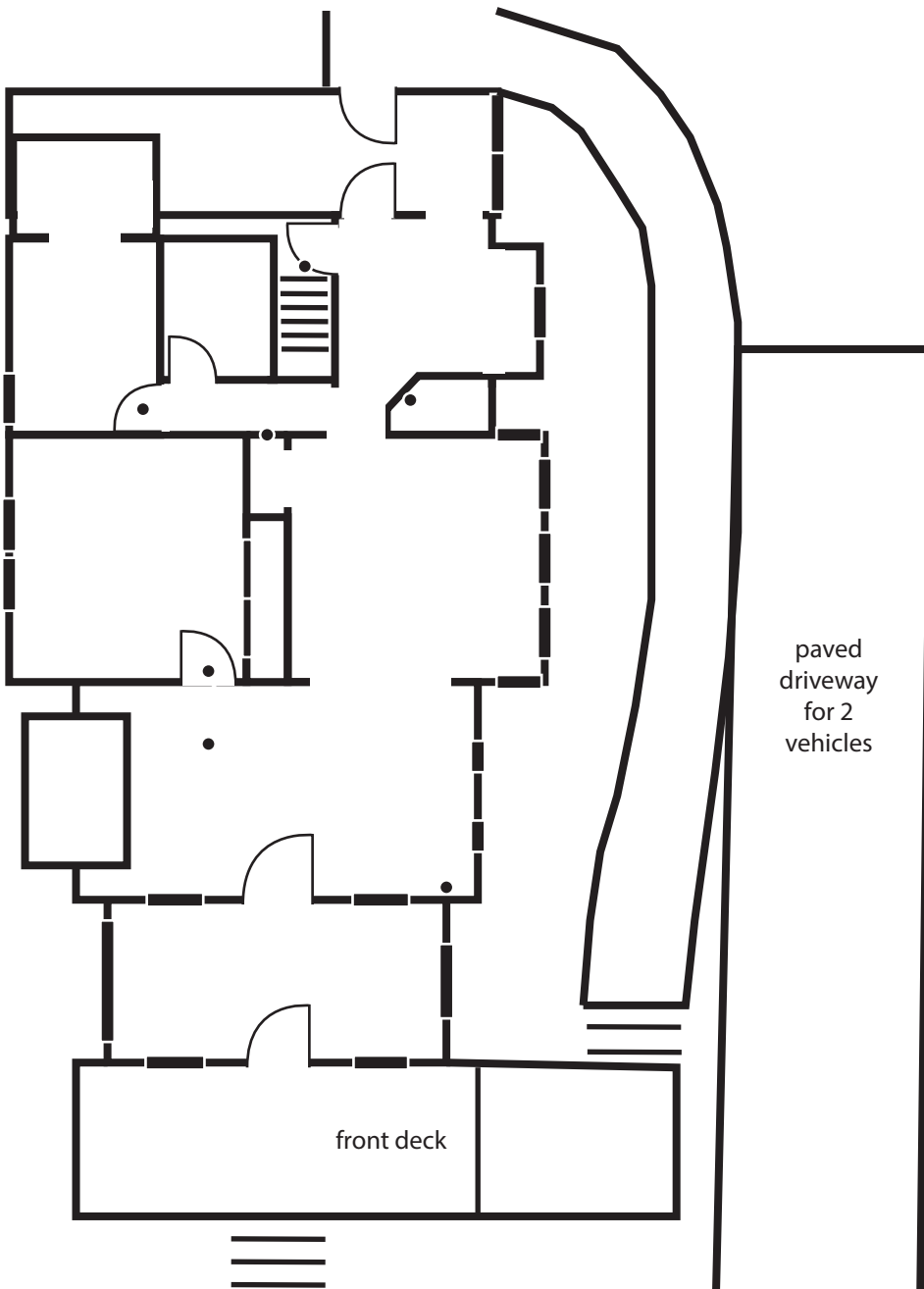
3-12-28
Commission Expiration Date





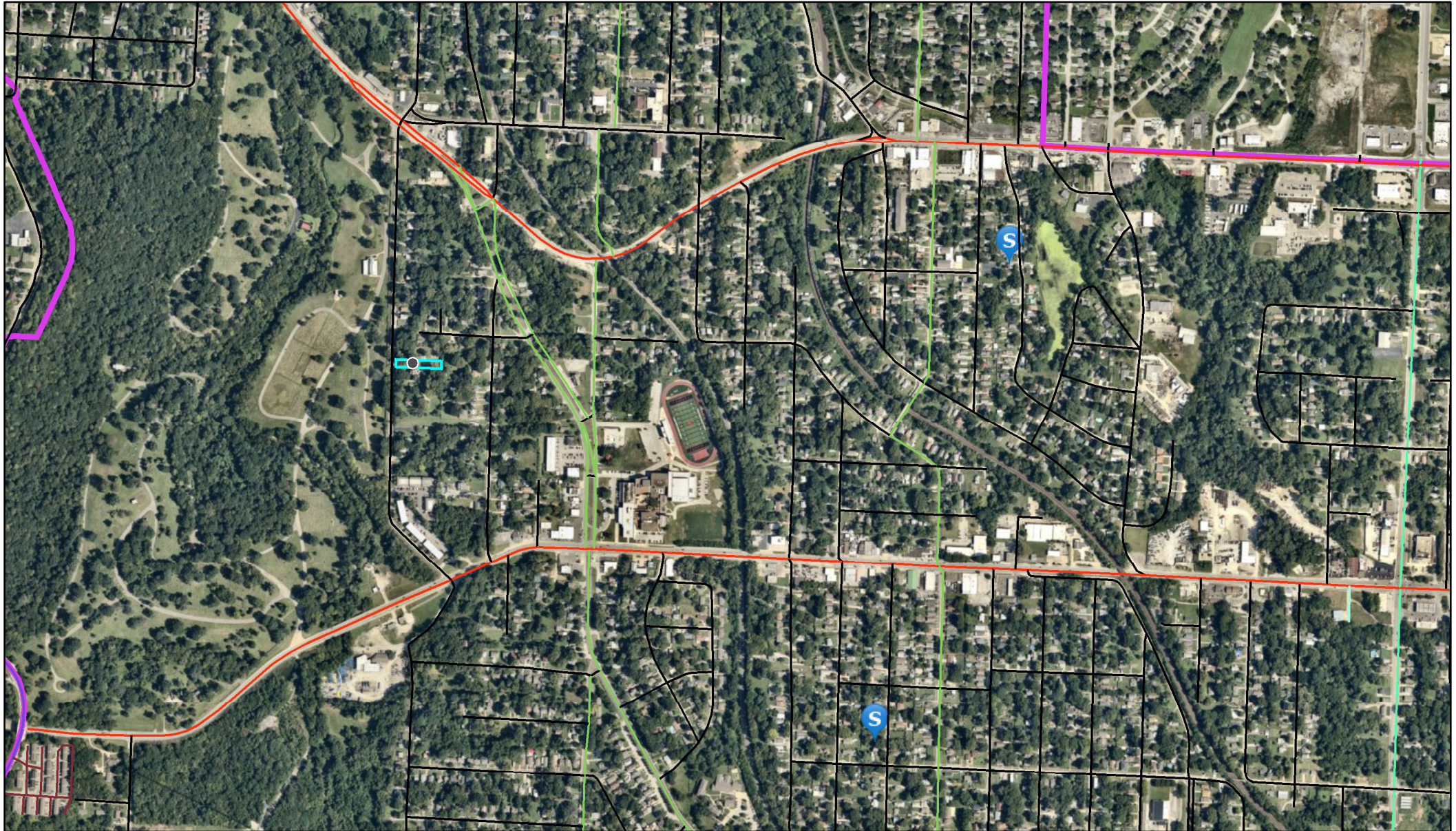






asphalt parking pad for
additional off street parking

915 S Brookside Ave - Short-Term Rental Map



10/2/2024, 5:12:27 PM

Streets

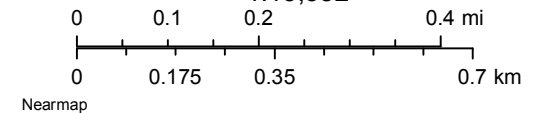
- Local
- Private
- Collector
- Major Arterial
- Unknown
- Highway
- Minor Arterial



Short Term Rentals

City Limits

1:13,382





Planning Commission Minutes

October 15, 2024 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 10/15/2024, in the 111 E Maple Avenue City Council Chambers, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - Eric Ashbaugh.

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.

Motion

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

1. **Planning Commission Minutes – August 27, 2024 & September 10, 2024**
2. **Case #24-320-07 – Final Plat – Jackson Drive Industrial Park** – A request by Hullmark Construction for Final Plat at the northwest corner of R.D. Mize and Jackson Drive.

CASE WITHDRAWN

1. **Continued Case 24-100-18 – Rezoning – 12880 E. Kentucky Road** – A request by Jim Gamble to rezone the property from I-1 (Industrial) to C-3 (Service

Commercial).

CASE TO BE CONTINUED - STAFF RECOMMENDS THESE CASES BE CONTINUED TO THE OCTOBER 29, 2024 MEETING.

1. **Case 24-125-05 – Rezoning/PUD – 19300 E. 37th Terrace** – A request by JC Weston Construction to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

Motion

Commissioner Edward Nesbitt made a motion to continue the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 24-100-17 Rezoning – 10109, 10116, 10120, 10124, 10125, 10200, 10201, 10202, 10205, 10321, 10323, 10325, and 10327 E 18th St S; 1800 and 1803 S Ash Ave; and 1804 and 1809 S Maywood Ave.** – A City rezoning from C-2 (General Commercial) to R-6 (Single-Family Residential).

Motion

Commissioner Edward Nesbitt made a motion to continue the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 24-400-21 Short-Term Rental – 309 E Short Ave** – A request by Ben Allgeyer to operate a Short-Term Rental.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Applicant Comments

Rob Scarborough, 603 Quincy Blvd, Smithville, stated he would be the property manager for this address. He said the owner owns the two houses next door to each other. He noted he manages four other Short Term Rentals in Independence. He stated he has great reviews and has had no issues with those properties and the City.

Public Comments

Austin Gragg, 327 E Short Ave, stated the residents of this neighborhood are against making this home a commercial business. He's concerned about this property being owned by an investor and has out-of-town management. Mr. Gragg says this will lead to sex trafficking and drugs being brought into the neighborhood.

In response, Mr. Scarborough said he understands the feelings and sentiments. He stated he spoke to a neighbor this evening who was not against this application. He said the neighbor was

concerned that the lawn had not been mowed regularly this summer. Mr. Scarborough assured the neighbor that if this application is approved, it will be regularly mowed on a schedule. Mr. Scarborough said with the other properties he manages, he frequently sees people needing a short-term rental when dealing with a house fire or similar displacement.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Scarborough said when he spoke to the owner, they had planned to have one as a long term rental and one as a short term rental. He said the owner is not looking to sell the properties to his knowledge.

In response to Chairwoman Wiley's question, Mr. Glaser stated the City did not receive a protest petition on this application.

In response to Commissioner Young's question, Mr. Scarborough said he lives in Smithville and is within a 30-minute drive of this property.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 5, No 1, Abstained 0.

2. **Case 24-400-22 Short-Term Rental – 915 S Brookside Ave** – A request by Jamee Woolery to operate a Short-Term Rental.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

In response to Commissioner Nesbitt, Mr. Glaser said there are some thickets and bushes along the road.

Applicant Comments

Jamee Woolery, 919 S. Brookside, stated they originally purchased this property for an elderly family member that has since entered hospice case. Ms. Woolery said they've done long-term rentals in the past, but prefer a short-term rental so they can keep the house in good condition.

In response to Commissioner Nesbitt's question, Ms. Woolery said they had advertised and were told by the City that they could keep the current bookings. Ms. Woolery said they've worked on improving the outside of the home all summer.

Commissioner O'Neill said there is a large elevation change and the weeds are not as tall as they appear in pictures.

In response to Chairwoman Wiley's question, Ms. Woolery said they have a company they hire when the driveway gets iced over.

Commissioner O'Neill suggested a sign that warns renters to be careful when backing out of the driveway, based on his experience when visiting the property.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion failed. Yes 3, No 3, Abstained 0.

ROUNDTABLE - NEXT MEETING OCTOBER 29, 2024

ADJOURNMENT

The meeting was adjourned at 6:48 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-793 A resolution appointing Shelby McClain and Carlos Cabrera to the Independence FIFA World Cup Advisory Committee

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. McClain and Cabrera Resolution to FIFA Advisory Committee

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING SHELBY MCCLAIN AND CARLOS CABRERA TO THE
INDEPENDENCE FIFA WORLD CUP ADVISORY COMMITTEE

WHEREAS, Kansas City has officially been selected as a host city for the 2026 FIFA World Cup and is the only host city in the Midwest; and,

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Resolution No. 6984, passed on the 7th day of February, 2024, create the Independence FIFA World Cup Advisory Committee with and for the City of Independence, Missouri; and

WHEREAS, the City Council of the City of Independence, Missouri, agreed upon the appointment of 21 members who are residents in the Kansas City metropolitan area to this Committee, and;

WHEREAS, the City Council deems it advisable to appoint the following individual to said Independence FIFA World Cup Advisory Committee; and,

WHEREAS, this individual shall serve on this Committee until it is dissolved; and,

WHEREAS, said individual is qualified to serve, according to the Charter and ordinances of this City, and the Council does hereby affirm the appointment of this individual,

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 to the Independence FIFA World Cup Advisory Committee of the City of Independence, Missouri, each to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Address</u>
Shelby McClain	510 N. Delaware St., Independence, MO
Carlos Cabrera	513 SW Haverford Rd, Lee's Summit, MO

PASSED THIS ____ DAY OF NOVEMBER, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-107 **1R** An Ordinance amending Ordinance No. 19544 by updating certain legal descriptions where design changes became necessary & finding, determining, and declaring the necessity of acquiring construction easement for the Leslie to Crane at Hereford Project (Project No. 132201); 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 payments of funds to property owners brothers holding property rights, in conjunction with the project. **1R**

Recommendations:

Council approval is recommended.

Background:

Council action is requested to amend Ordinance No.19544 to update legal descriptions for parcels 3, 52, 53, 57, and 58 as part of the Leslie to Crane at Hereford Project (No. 132201). These updated legal descriptions reflect changes to the final design of this project. Staff anticipates no difference in fiscal impact to the City from this amendment.

Located in the Spingbranch Watershed, and generally between Fair St. and Hereford Ave. along Pope Ave., this project will address flooding in a residential neighborhood by improving the stormwater drainage infrastructure in this area.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact to the City.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Lisa Reynolds

Jeremy Cover

Meagan Borth
Susanne Holland

ATTACHMENTS:

1. MS.Leslie to Crane at Hereford Ordinance - Easement Amendments
2. Leslie to Crane and hereford location Map

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 19544 BY UPDATING CERTAIN LEGAL DESCRIPTIONS WHERE DESIGN CHANGES BECAME NECESSARY & FINDING, DETERMINING, AND DECLARING THE NECESSITY OF ACQUIRING THE UPDATED GENERAL UTILITY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE LESLIE TO CRANE AT HEREFORD PROJECT (PROJECT NO. 132201); 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, on April 15, 2024, Ordinance 19544 was passed giving the initial acquisition authority for the Leslie to Crane at Hereford Project (No. 132201). This ordinance will update the legal descriptions of parcels 3, 52, 53, 57, and 58, all of which required some design changes to be made. The City Council of the City of Independence, Missouri, pursuant to advice and recommendation of the Municipal Services Director, deems it necessary, advisable and in the public interest to obtain general utility easements in accordance with the plans and specifications as approved for construction, operation and maintenance of the Leslie to Crane at Hereford Project (No.132201), together with all appurtenances, thereto, along, over, under, upon, across and through certain tracts of land within Independence, Jackson County, Missouri; and,

WHEREAS, the City has authority by virtue of Section 82.240 of the Revised Statutes of the State of Missouri, 1969, as amended, and Section 1.3 and 1.4 of the Charter of the City of Independence, Missouri, revised August 8, 1978, to acquire private property by eminent domain proceedings for any public or municipal use, including the uses or purposes stated herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That it is hereby found, determined and declared that it is necessary for the purpose of construction, operation and maintenance of improved Leslie to Crane at Hereford Project (No. 132201) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction grading easements, general utility easements, and right of way for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks and storm sewers, together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Tract 3:

General Utility Easement

All that part of Lots 139-141, inclusive, FAIRWAY PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, September 30, 2024, as follows:

Beginning at the Southeast corner of said Lot 139; thence North 48°48'00" West, along the South line of said Lot 139, 63.13 feet; thence continuing along the South line of said Lots 139 and 140 North 86°42'17" West, 16.00 feet; thence departing said South line, North 61 °42'17" West, 95.17 feet, to a point on the West line of said Lot 141 ; thence North 01 °47'43" East, along said West line, 22.37 feet; thence departing said West line, South 61 °42'17" East, 94.94 feet; thence South 78°45'35" East, 15.21 feet to a point on the West line of said Lot 139; thence South 48°48'00" East, 64.69 feet to a point on the East line of said Lot 139; thence South 01 °47'43" West, along said East line, 19.41 feet the Point of Beginning, containing 3,193 square feet.

Temporary Construction Easements

All that part of Lots 139-141, inclusive, FAIRWAY PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, September 30, 2024, as follows:

Beginning at the Southwest corner of said Lot 141 ; thence North 01 °47'43" East, along the West line of said Lot 141 , 40.23 feet; thence departing said West line, South 61 °42'17" East, 95.17 feet to a point on the South line of said Lot 140; thence North 86°42'17" West, along the South line of said Lot 140 and 141 , 85.20 feet to the Point of Beginning, containing 1,713 square feet.

AND

Beginning at the Northwest corner of said Lot 141 ; thence South 86°42'17" East, along the North line of said Lot 141 , 63.02 feet; thence departing said North line, South 01 °47'43" West, 5.00 feet; thence North 86°42'17" West, 38.31 feet; thence South 01 °47'43" West, 32.40 feet; thence North 89°36'26" West, 4.50 feet; thence South 01 °09'52" West, 25.65 feet; thence South 89°26'04" East, 71 .81 feet; thence South 01 °49'31" West, 43.30 feet; thence South 48°48'00" East, 74.67 feet; to a point on the East line of said Lot 139; thence South 01 °47'43" West, along the East line of said Lot 139 10.35 feet; thence North 48°48'00" West, 64.69 feet to a point on the West line of said Lot 139; thence North 78°45'35" West, 15.21 feet; thence North 61 °42'17" West, 94.94 fee to a point on the West line of said Lot 141 ; thence North 01 °47'43" East along said West line of Lot 141 , 77.39 feet to the Point of Beginning, containing 5,687 square feet.

Tract 52

General Utility Easement

A part of a tract of land as described in Document Number 198110468727 of the records of the City of Independence, County of Jackson, State of Missouri, said tract described as all that part of Lot 180, GUDGELL PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, September 30, 2024, as follows:

Beginning at the Northeast corner of said lot 180, thence South 01 °49'26" West along the East line of Lot 180 144.65 feet to the Southeast corner of said lot 180; thence along said South line North 87°39'53" West, 70.56 feet to the Southwest corner of said lot 180; thence North 01 °49'14" East along said West line of lot 180, 7.50 feet; thence departing said West line South 87°39'46" East, 42.27 feet; thence North 15°16'07" East, 61 .37 feet; thence North 01 °49'20" East, 77.41 feet to a point on the North line of said Lot 180; thence South 87°21'50" East, also said North line, 13.00 feet to the Point of Beginning, containing 2,739 square feet.

Temporary Construction Easement

A part of a tract of land as described in Document Number 198110468727 of the records of the City of Independence, County of Jackson, State of Missouri, said tract described as all that part of Lot 180, GUDGELL PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS 2018016442, September 30, 2024, as follows:

Commencing at the Northeast corner of said lot 180, thence North 87°24'42" West along the North line of Lot 180 13.00 feet to the Point of Beginning; thence departing said North line South 01 °49'20" West, 77.41 feet; thence South 15° 16'07" West, 61.37 feet; thence North 87°39'46" West, 43.29 feet to a point on the West line of said Lot 180; thence North 01 °49'14" East, 7.50 feet; thence departing said West line South 87°55'01" East, 40.56 feet, thence North 01 °49'26" East, 129.63 feet to a point on the North line of Lot 180; thence along the North line South 87°24'42" East, 17 .00 feet to the Point of Beginning, containing 2,215 S.F.

Tract 53:

General Utility Easement

A part of a tract of land as described in Document Number 2015E0061330 of the records of the City of Independence, County of Jackson, State of Missouri, said tract described as All of the North Half of Lot A and all of Lot 155, Except the West 50 feet, GUDGELL PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, said part being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, September 30, 2024, as follows :

Beginning at the Northwest corner of the said tract, being a point on the North property line; thence South 87°21 '40" East along said North line of said tract, 20.00 feet; thence departing said North line South 01 °49'27" West, 137.68 feet; thence South 87°39'46" East, 29.18 feet to a point on the East line of said tract; thence South 01 °49'14" West along the said East tract line, 7.5 feet

to the Southeast corner of said tract; thence North 87°39'53" West, 49.18 feet along the South line of said tract to the Southwest corner of said tract; thence North 01 °49'27" East, 145.28 feet along the West line of said tract to the Point of Beginning, containing 3,123 square feet.

Temporary Construction Easement

A part of a "TRACT" of land as described in Document Number 2015E0061330 of the records of Jackson County, Missouri, said TRACT described as All of the North Half of Lot A and all of Lot 155, Except the West 50 feet, GUDGELL PARK, a subdivision in Independence, Jackson County, Missouri, said part being more particularly described by Randy G. Zerr, Missouri P.S. #2018016442, January 31, 2024, as follows:

The North 7.5 feet of the South 15 feet of the said "TRACT" in GUDGELL PARK, containing 369 S.F.

Tract 57:

General Utility Easement

A part of a tract of land as described in Document Number 2022E0110784 of the records of the City of Independence, County of Jackson, State of Missouri, said tract described as all that part of the South half of Lot A, GUDGELL PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, September 30, 2024, as follows :

The North 7.5 feet of the South half of Lot A and the West 8.00 feet of the South half of Lot A, GUDGELL PARK, containing 1,382 square feet.

Temporary Construction Easement

A part of a tract of land as described in Document Number 2022E0110784 of the City of Independence, County of Jackson, State of Missouri, said tract described as all that part of the South half of Lot A, GUDGELL PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, September 30, 2024, as follows:

The South 42.5 feet of the North 50 feet and the East 31 .35 feet of the North half of South Lot A, GUDGELL PARK, containing 1,332 S.F.

Tract 58:

General Utility Easement

A part of a tract of land as described in Document Number 2018E0042351 of the records of the City of Independence, County of Jackson, State of Missouri, said tract described as all that part of the Lot 168, GUDGELL PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, September 30, 2024, as follows:

The north 7.5 feet and the east 1.50 feet of Lot 168, GUDGELL PARK, containing 655 square feet.

Temporary Construction Easement

A part of a tract of land as described in Document Number 2018E0042351 of the records of the City of Independence, County of Jackson, State of Missouri, said tract described as all that part of the Lot 168, GUDGELL PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, September 30, 2024, as follows:

The South 42.5 feet of the North 50 feet and the West 58.85 feet of the North half of Lot 168, GUDGELL PARK, containing 2,501 S.F.

SECTION 2. That the City Manager and his designates are hereby authorized and directed to negotiate with the owners of the properties herein described for the purchase of general utility easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction and grading easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction and grading easements in the manner provided by law.

SECTION 4. That the City Manager is hereby authorized to request proposals, if required, for surveys, appraisals, and necessary title reports for said property.

SECTION 5. That the improvements herein referred to shall be of the nature described herein and shall be done in accordance with the plans and specifications as completed, hereby approved, and on file in the office of the Municipal Services Director.

SECTION 6. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute necessary documents, to pay and disburse funds, within appropriations authorized for this project, to property owners, others holding property rights and escrow agents pursuant to negotiated agreements for purchase of said general utility easements and temporary construction and grading easements, all in accordance with established acquisition procedure and approved appraisals.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF
THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-108 **1R** An Ordinance authorizing the City Manager to execute a certain grant agreement with the Missouri Highways and Transportation Commission for the 23rd Street Sidewalk Phase 2 Project (Project No. 112111-2 / Federal Project No. TAP-3379(445). **1R**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will authorize the City Manager to enter into a grant agreement with the Missouri Highways and Transportation Commission for the 23rd Street Complete Streets Phase 2 Project (No. 112111-2) to receive funds in the amount of \$750,000.

This grant agreement is an up to 80% match in federal funds for the project. The City will be responsible for the other 20%, or approximately \$150,000, to receive full grant reimbursement.

The 23rd Street Complete Street Phase 2 Project (No. 112111-2) will construct new ADA-compliant sidewalks & ramps, pedestrian signal upgrades, add bike lanes/shared use path, and street trees on both sides of 23rd Street between 291 Highway and Speck Rd.

This is a budgeted capital project.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$750,000. Expenses for the 23rd Street Sidewalk Project Phase 2 Project (No. 112111-2), included in the FY 25 budget, page number 196, will run through account 112111-C-0517051-5406. The revenue from grant reimbursements on this project will be deposited directly in the Street Sales Tax Fund (011).

Council Action:

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

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Susanne Holland

ATTACHMENTS:

1. MS.23rd Street Sidewalks Project Phase 2 112111-2 - TAP Funding grant agreement ordinance
2. 23rd St Complete Streets - 291 to Speck Rd - TAP-3379(445) Grant Agreement
3. Attachment A - 23rd St Complete Streets Phase 2 Project Location

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTAIN GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE 23rd STREET SIDEWALK PHASE 2 PROJECT (PROJECT NO. 112111-2 / FEDERAL PROJECT NO. TAP -3379(445)).

WHEREAS, the 23rd Street Complete Streets Phase 2 Project (No. 112111-2) has been awarded a Transportation Alternatives Program (TAP) grant in the amount of \$750,000; and

WHEREAS, the City Council of the City of Independence, Missouri finds it desirable to enter into Missouri Highways and Transportation Commission TAP Grant Agreement No. TAP-3379(445) to receive these funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Manager of the City of Independence, Missouri, is authorized to sign and execute for and on behalf of the City of Independence a certain grant agreement (No. TAP 3379(445)) with the Missouri Highways and Transportation Commission.

SECTION 2. That the City Manager will direct City Staff to appropriate this grant funding, in the amount of \$750,000, to the 23rd Street Sidewalk Phase 2 Project (No. 112111-2).

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 10/22 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 3379(445)
Award Year: 2026
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENTS FUNDS
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Independence (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: This project will construct new ADA compliant sidewalks & ramps, pedestrian signal upgrades, add bike lanes/ shared use path, & add street trees on both sides of 23rd Street (M-78) between M291 & Speck Rd.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable

progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's **Kansas City District Engineer** is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may

designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose

such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273

"Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A)) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be **80%** (eighty percent) not to exceed **\$750,000** (seven hundred fifty thousand). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from

auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Exhibit A - Location of Project

23rd Street (M-78) between M291 & Speck Rd.

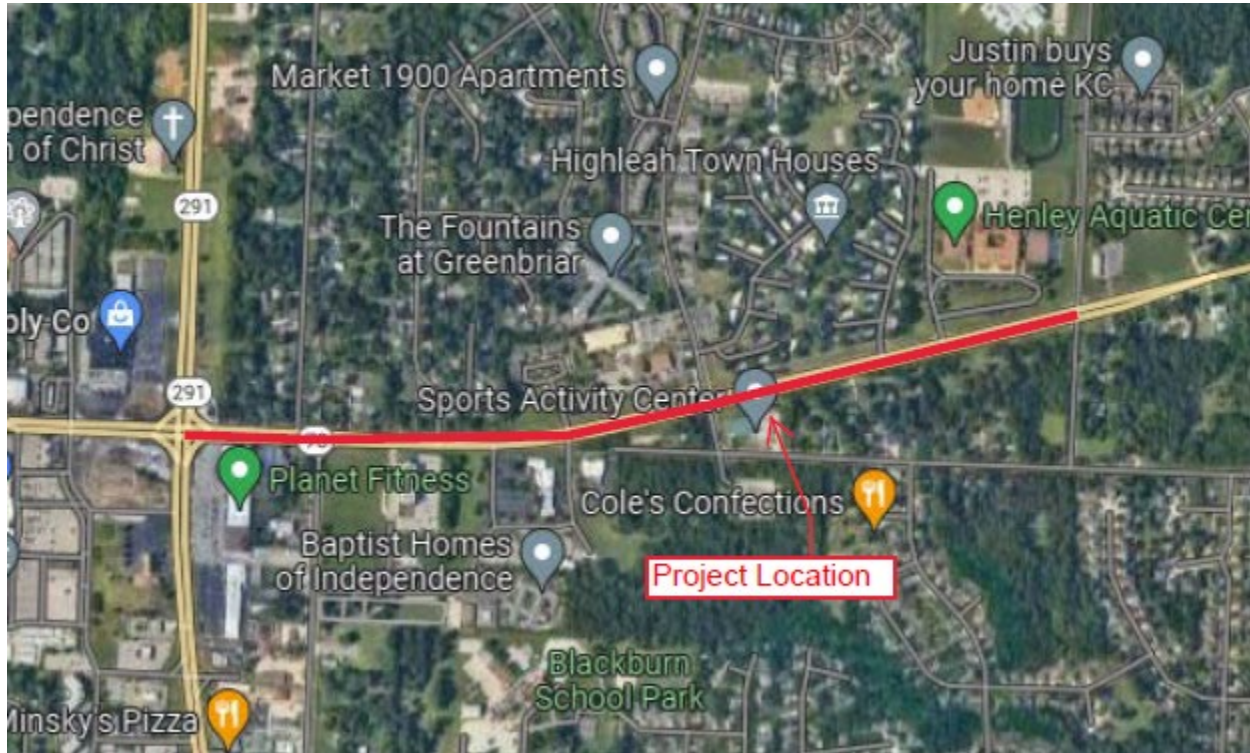


Exhibit B – Project Schedule

Project Description: 23RD STREET (M-78) SIDEWALKS AND BICYCLE IMPROVEMENTS

Task	Date
Date funding is made available or allocated to recipient	5/1/2023
Solicitation for Professional Engineering Services (advertised)	7/1/2023
Engineering Services Contract Approved	10/1/2023
Preliminary and Right-of-Way Plans Submittal (if Applicable)	12/1/2024
Plans, Specifications & Estimate (PS&E) Submittal	5/1/2025
Plans, Specifications & Estimate (PS&E) Approval	8/1/2025
Advertisement for Letting	10/1/2025
Bid Opening	5/1/2026
Construction Contract Award (REQUIRED)	8/1/2026

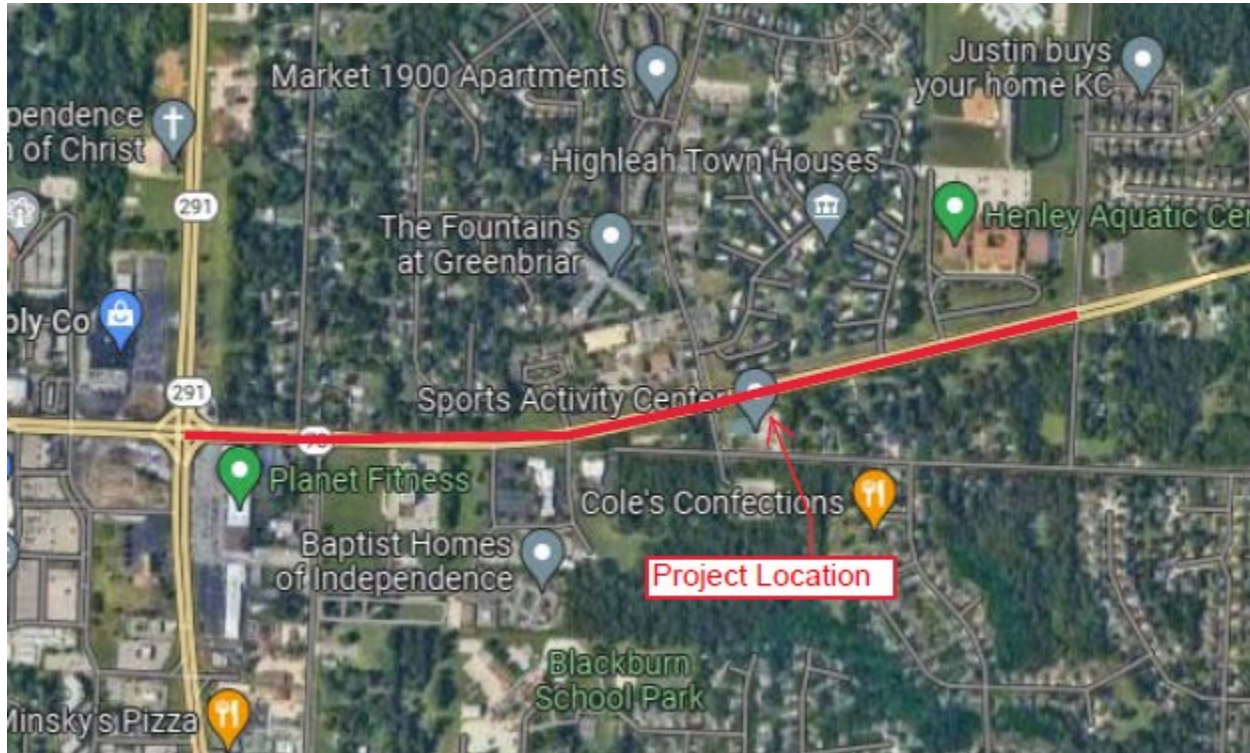
*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

Exhibit A - Location of Project

23rd Street (M-78) between M291 & Speck Rd.



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-109 **1R** An ordinance Approving a Final Plat for Jackson Drive Industrial Park, in Independence, Jackson County, Missouri. **1R**

Recommendations:

Commissioner O'Neil made a motion to recommend approval of the final plat of Jackson Drive Industrial Park with the following conditions:

1. Eliminate the label, "First Plat," from the title.
2. Label signature block, "City Engineer," and not, "Municipal Services Director".
3. Indicate a first-order stream crossing Lot 4B, Lot 4A and a portion of Tract A flowing from west to east. The stream buffer boundaries and its component zones must be fully delineated on the plat. First order streams shall have a minimum average buffer width of 85 feet on each side (measured from bank-full), with a streamside zone of 35 feet, a middle zone of 25 feet, and an outer zone of 25 feet. Further, there is a second order stream crossing Lot 7 on the southwest corner of the property. The zone widths are the same as for the first order stream except the middle zone is 45 feet wide.
4. The address for Tract B will be, "3010 S. Jackson Drive." It lies too far south to be, "Jackson Circle".
5. The Lot 7 of the Final Plat shall include the 3.33-acres to the north that will no longer be part of Lot 6.
6. Provide State Plain Coordinates around Lots 7 and 8 and Tract B.
7. Covenants (CC&R's) must be recorded indicating this development will own and maintain the detention basin.
8. Notes shall indicate the dedication of Tract A to the property owner or responsible private party as designated by the CC&R's.
9. Industrial lots will need to follow water quality Best Management Practices (BMP's). These can be built during the building permit phase.

A second to the motion was made by Commissioner Nesbitt. The City Planning Commission voted as follows:

Commissioner Wiley - Yes

Commissioner Ferguson – Yes

Commissioner Young – Yes

Commissioner Nesbitt – Yes

Commissioner O'Neil – Yes

Commissioner Ashbaugh – Absent

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 Hullmark Construction for Final Plat at the northwest corner of R.D. Mize and Jackson Drive. The project entails the construction of a new Jackson Drive Industrial Drive industrial park.

Project History:

This property was zoned industrial in 1980 when the airport east of the site was still in operation. Since then, Jackson Drive was constructed and currently provides access to four service/industrial businesses to the south. This plat will divide the 42.22-acre Preliminary Plat into nine lots, a Tract B and a detention Tract A. Lot size range from 1.28-acres (Lot 8) to 6.40-acres (Lot 6).

Physical Characteristics of Property:

The property is relatively flat and until recently used for agricultural purposes. The completion of Jackson Drive in the last decade has now opened this area up to development. The majority of the property is useable except for the very northern and southwestern portions that are located within Stream Buffers.

Characteristics of the Area:

The properties in the immediate vicinity are undeveloped to the East and Northeast and are zoned I-1 (Industrial) and R-6/PUD (Single-Family Residential/Planned Unit Development) respectively. The existing Airport Industrial Park (with its small commercial businesses) lies to the Southeast. To the South lies an undeveloped commercial lot and a developing multiple-family subdivision. Then to the West lies a large single-family subdivision that was constructed in the late 1970's.

ANALYSIS**Historic and Archeological Sites:**

There are no apparent historic or archaeological issues with this property.

Public Utilities:

Water is available along Jackson Drive; the Municipal Services Department will require a looped water system internal to the project with additional fire hydrants added. Water mains will be required to maintain a minimum of 10-foot horizontal separation from all storm and sanitary mains and structures, so the water main alignment will need to be revised to reflect that requirement.

A sanitary sewer main abuts the east side of the site and will be extended to service the new lots.

Industrial lots will need to follow water quality Best Management Practices (BMP's). These can be built during the development phase or building permit phase.

Stream Buffer/Floodplain:

There is a first-order stream crossing Lot 4B, Lot 4A and a portion of Tract A flowing from west to east. The stream buffer boundaries and its component zones must be fully delineated on the plat. First order streams shall have a minimum average buffer width of 85 feet on each side (measured from bank-full), with a streamside zone of 35 feet, a middle zone of 25 feet, and an outer zone of 25 feet. Further, there is a second order stream crossing Lot 7 on the southwest corner of the property. The zone widths are the same as for the first order stream except the middle zone is 45 feet wide. There are small portions of FEMA defined floodplain within the

stream buffer area near Jackson Drive and R.D. Mize Road.

CIP Investments:

The City does not have any capital improvement projects planned near this area.

Streets, Sidewalks and Access:

Most of the industrial lots and drainage tract are arranged around a “C”-shaped street that circles back to Jackson Drive from a northern existing break in the median to another in the south. Five-foot wide sidewalks will be constructed on both sides of S. Jackson Circle. There will be no direct vehicular access to the S. Jackson Drive right-of-way from Lots 1, 2, 3, and 4A. The southern two lots will abut E. R.D. Mize Road.

Landscaping:

As each of the individual lots are built on, the landscaping will be required at that time, including the planting of street trees along Jackson Drive, R.D. Mize Road and Jackson Circle.

Covenants (CC&R's):

A copy of the CC&R's will be recorded with the Final Plat.

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-320-03
2. Final Plat Staff Report 24-320-07
3. Cover Letter
4. Final Plat and Application
5. New 24-141-PLAT-10-4-24
6. Preliminary Plat

7. Planning Commission Meeting Minutes 10-15-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FINAL PLAT FOR JACKSON DRIVE INDUSTRIAL PARK, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS, the application submitted by Hullmark Construction, requesting approval of the final plat entitled “Jackson Drive Industrial Park,” was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Planning Commission considered the final plat on October 15, 2024, 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 Drive Industrial Park” is a subdivision located in:

ALL THAT PART OF AN UNPLATTED TRACT OF LAND, LYING IN THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 49 NORTH, RANGE 31 WEST, IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING DESCRIBED BY TIMOTHY BLAIR WISWELL, MISSOURI PLS-2009000067, OF OLSSON LC-366, ON MAY 27, 2022, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH 88 DEGREES 09 MINUTES 52 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1,332.02 FEET, TO A POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH JACKSON DRIVE, AS NOW ESTABLISHED, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE; THENCE IN A SOUTHERLY AND SOUTHWESTERLY DIRECTION, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND A CURVE TO THE RIGHT, WHOSE INITIAL TANGENT BEARS SOUTH 02 DEGREES 44 MINUTES 50 SECONDS WEST, HAVING A RADIUS OF 483.20 FEET, THROUGH A CENTRAL ANGLE OF 59 DEGREES 32 MINUTES 59 SECONDS, AN ARC LENGTH OF 502.21 FEET, TO THE BEGINNING OF A REVERSE CURVE; THENCE IN A SOUTHWESTERLY AND SOUTHERLY DIRECTION, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND A CURVE TO THE LEFT, HAVING A RADIUS OF 583.00 FEET, THROUGH A CENTRAL ANGLE OF 56 DEGREES 50 MINUTES 11 SECONDS, AN ARC LENGTH OF 578.33 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 02 DEGREES 19 MINUTES 17 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 628.36 FEET TO A POINT; THENCE NORTH 88 DEGREES 37 MINUTES 55 SECONDS WEST, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 487.77 FEET TO A POINT; THENCE SOUTH 02

DEGREES 19 MINUTES 17 SECONDS WEST A DISTANCE OF 353.47 FEET, TO A POINT ON THE NORTH LINE OF LOT 3, AIRPORT INDUSTRIAL PART - 2ND PLAT, A SUBDIVISION IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 87 DEGREES 43 MINUTES 32 SECONDS EAST, 187.70 FEET; THENCE SOUTH 02 DEGREES 16 MINUTES 32 SECONDS WEST, 549.51 FEET; THENCE SOUTH 87 DEGREES 43 MINUTES 32 SECONDS EAST, 300.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH JACKSON DRIVE; THENCE SOUTH 02 DEGREES 13 MINUTES 01 SECONDS WEST, 170.07 FEET; THENCE NORTH 87 DEGREES 49 MINUTES 13 SECONDS WEST, 10.72 FEET; THENCE SOUTH 71 DEGREES 46 MINUTES 52 SECONDS WEST, 34.78 FEET; THENCE SOUTH 01 DEGREES 39 MINUTES 29 SECONDS WEST, 11.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF EAST R.D. MIZE ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE FOR THE FOLLOWING SEVEN (7) COURSES: NORTH 88 DEGREES 20 MINUTES 32 SECONDS WEST, 185.62 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 02 SECONDS WEST, 150.12 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 32 SECONDS WEST, 66.69 FEET; THENCE NORTH 01 DEGREES 28 MINUTES 38 SECONDS EAST, 58.00 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 32 SECONDS WEST, 80.00 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 38 SECONDS WEST, 58.00 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 32 SECONDS WEST, 173.81 FEET; THENCE ALONG THE EAST LINE OF BRYN MAWR, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY MISSOURI, FOR THE FOLLOWING TEN (10) COURSES: NORTH 02 DEGREES 13 MINUTES 01 SECONDS EAST, 144.41 FEET; THENCE SOUTH 70 DEGREES 43 MINUTES 07 SECONDS EAST, 18.99 FEET; THENCE NORTH 24 DEGREES 33 MINUTES 29 SECONDS EAST, 265.71 FEET; THENCE NORTH 24 DEGREES 40 MINUTES 54 SECONDS EAST, 144.86 FEET; THENCE NORTH 56 DEGREES 54 MINUTES 02 SECONDS WEST, 140.12 FEET; THENCE NORTH 64 DEGREES 40 MINUTES 23 SECONDS EAST, 61.51 FEET; THENCE NORTH 28 DEGREES 56 MINUTES 28 SECONDS WEST, 327.62 FEET, TO THE NORTHEASTERLY CORNER OF SAID LOT 131 AND THE SOUTHEASTERLY CORNER OF LOT 128, OF THE PLAT OF SAID BRYN MAWR; THENCE NORTH 34 DEGREES 51 MINUTES 09 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 128 AND LOT 127, A DISTANCE OF 65.54 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 114 OF THE PLAT OF SAID BRYN MAWR, SAID POINT ALSO BEING ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 02 DEGREES 15 MINUTES 44 SECONDS EAST, ALONG SAID WEST LINE AND THE EAST LINE OF SAID LOT 114 AND LOT 113 OF THE PLAT OF SAID BRYN MAWR, A DISTANCE OF 341.50 FEET, TO THE NORTHEAST CORNER OF SAID LOT 113, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 02 DEGREES 20 MINUTES 47 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16 AND THE EAST LINE OF LOTS 19 AND 20 AND LOTS 9 THROUGH 17, ALLEN VIEW ESTATES, A SUBDIVISION IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 1,329.80 FEET, TO THE POINT OF BEGINNING, CONTAINING 42.22 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. Eliminate the label, “First Plat,” from the title.
2. Label signature block, “City Engineer,” and not, “Municipal Services Director”.
3. Indicate a first-order stream crossing Lot 4B, Lot 4A and a portion of Tract A flowing from west to east. The stream buffer boundaries and its component zones must be fully delineated on the plat. First order streams shall have a minimum average buffer width of 85 feet on each side (measured from bank-full), with a streamside zone of 35 feet, a middle zone of 25 feet, and an outer zone of 25 feet. Further, there is a second order stream crossing Lot 7 on the southwest corner of the property. The zone widths are the same as for the first order stream except the middle zone is 45 feet wide.
4. The address for Tract B will be, “3010 S. Jackson Drive.” It lies too far south to be, “Jackson Circle”.
5. The Lot 7 of the Final Plat shall include the 3.33-acres to the north that will no longer be part of Lot 6.
6. Provide State Plain Coordinates around Lots 7 and 8 and Tract B.
7. Covenants (CC&R’s) must be recorded indicating this development will own and maintain the detention basin.
8. Notes shall indicate the dedication of Tract A to the property owner or responsible private party as designated by the CC&R’s.
9. Industrial lots will need follow water quality Best Management Practices (BMP’s). These can be built during the building permit phase.

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 _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: October 15, 2024

STAFF: Brian L. Harker, Senior Planner

PROJECT NAME: Jackson Drive Industrial Park

CASE NUMBER/REQUEST: **Case #24-320-07 – Final Plat – Jackson Drive Industrial Park** – A request by Hullmark Construction for Final Plat at the northwest corner of R.D. Mize and Jackson Drive.

APPLICANT: Hullmark Construction

OWNER: Brett Starr, Missouri RE

PROPERTY LOCATION: Northwest of the corner of R.D. Mize Road and Jackson Drive

SURROUNDING ZONING/LAND USE:

- North:** R-6/PUD (Single Family Residential/Planned Unit Development) – vacant; R-1 (Single-Family Residential Estate) – single family residences
- South:** C-2 (General Commercial) and R-18/PUD (Moderate Density Residential/Planned Unit Development) – vacant lot and developing multiple-family development
- East:** I-1 (Industrial) and R-6 (Single-family Residential) – undeveloped land and small commercial and industrial businesses
- West:** R-6 (Single-Family Residential) - single family homes

FURTHER ACTION:

Following action by the Planning Commission, this Final Plat request is scheduled for 1st reading by the City Council on December 2, 2024 and the 2nd reading on December 16, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of this Final Plat with the following conditions.

1. Eliminate the label, "First Plat," from the title.
2. Label signature block, "City Engineer," and not, "Municipal Services Director".
3. Indicate a first-order stream crossing Lot 4B, Lot 4A and a portion of Tract A flowing from west to east. The stream buffer boundaries and its component zones must be fully delineated on the plat. First order streams shall have a minimum average buffer width of 85 feet on each side (measured from bank-full), with a streamside zone of 35 feet, a middle zone of 25 feet, and an outer zone of 25 feet. Further, there is a second order stream crossing Lot 7 on the southwest corner of the property. The zone widths are the same as for the first order stream except the middle zone is 45 feet wide.
4. The address for Tract B will be, "3010 S. Jackson Drive." It lies too far south to be, "Jackson Circle".
5. The Lot 7 of the Final Plat shall include the 3.33-acres to the north that will no longer be part of Lot 6.

6. Provide State Plain Coordinates around Lots 7 and 8 and Tract B.
7. Covenants (CC&R's) must be recorded indicating this development will own and maintain the detention basin.
8. Notes shall indicate the dedication of Tract A to the property owner or responsible private party as designated by the CC&R's.
9. Industrial lots will need follow water quality Best Management Practices (BMP's). These can be built during the building permit phase.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Jeremy Hall for Final Plat approval at 2800 S. Jackson Drive

Current Zoning: I-1 (Industrial)

Current Use: Undeveloped land

Proposed Use: Industrial uses

Project History:

This property was zoned industrial in 1980 when the airport east of the site was still in operation. Since then, Jackson Drive was constructed and currently provides access to four service/industrial businesses to the south. This plat will divide the 42.22-acre Preliminary Plat into nine lots, a Tract B and a detention Tract A. Lot size range from 1.28-acres (Lot 8) to 6.40-acres (Lot 6).

Physical Characteristics of Property:

The property is relatively flat and until recently used for agricultural purposes. The completion of Jackson Drive in the last decade has now opened this area up to development. The majority of the property is useable except for the very northern and southwestern portions that are located within Stream Buffers.

Characteristics of the Area:

The properties in the immediate vicinity are undeveloped to the East and Northeast and are zoned I-1 (Industrial) and R-6/PUD (Single-Family Residential/Planned Unit Development) respectively. The existing Airport Industrial Park (with its small commercial businesses) lies to the Southeast. To the South lies an undeveloped commercial lot and a developing multiple-family subdivision. Then to the West lies a large single-family subdivision that was constructed in the late 1970's.

ANALYSIS

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

Water is available along Jackson Drive; the Water Department will require a looped water system internal to the project with additional fire hydrants added. Water mains will be required to maintain a minimum of 10-foot horizontal separation from all storm and sanitary mains and structures, so the water main alignment will need to be revised to reflect that requirement.

A sanitary sewer main abuts the east side of the site and will be extended to service the new lots.

Industrial lots will need follow water quality Best Management Practices (BMP's). These can be built during the development phase or building permit phase.

Stream Buffer/Floodplain:

There is a first-order stream crossing Lot 4B, Lot 4A and a portion of Tract A flowing from west to east. The stream buffer boundaries and its component zones must be fully delineated on the plat. First order streams shall have a minimum average buffer width of 85 feet on each side (measured from bank-full), with a streamside zone of 35 feet, a middle zone of 25 feet, and an outer zone of 25 feet. Further, there is a second order stream crossing Lot 7 on the southwest corner of the property. The zone widths are the same as for the first order stream except the middle zone is 45 feet wide. There are small portions of FEMA defined floodplain within the stream buffer area near S. Jackson Drive and E. R.D. Mize Road.

CIP Investments:

The City does not have any capital improvements projects planned near this area.

Streets, Sidewalks and Access:

Most of the industrial lots and drainage tract are arranged around a "C"-shaped street that circles back to Jackson Drive from a northern existing break in the median to another in the south. Five-foot wide sidewalks will be constructed on both sides of S. Jackson Circle. There will be no direct vehicular access to the S. Jackson Drive right-of-way from Lots 1, 2, 3, and 4A. The southern two lots will abut E. R.D. Mize Road.

Landscaping:

As each of the individual lots are built on, the landscaping will be required at that time, including the planting of street trees along Jackson Drive, R.D. Mize Road and Jackson Circle.

Covenants (CC&R's):

A copy of the CC&R's will be recorded with the Final Plat.

EXHIBITS

1. Applicant Letter
2. Cover Letter
3. Plat Application
4. Final Plat
5. Preliminary Plat



2940 South Jackson Drive – Independence, Missouri 64057
(816) 847-7270

8/16/2024

Jackson Drive Industrial Park Final Plat

City of Independence:

Please accept this Final Plat as all work is complete. The purpose of this is to develop industrial buildings in the new business park. We are going to call the project MetroEast Commerce Center and are excited to begin construction of our first building to be known as AMR.

Thank You

Jeremy Hull 816-918-6254



Planning and Zoning

Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☐ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☒ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

MetroEast Commerce Center

Project Name

2800 S Jackson Drive - Independence, MO 64057

Project Address/Location

Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
	35.39	7 and 1	no

Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use
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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

Jeremy Hull	Hullmark Construction
Name	Company
2940 South Jackson Drive - Independence, MO 64057	
Address	
816-847-7270	Jeremy@HMC-KC.com
Phone	Email

Architect/Engineer/Surveyor/Other: _____

Name	Company
Address	
Phone	Email

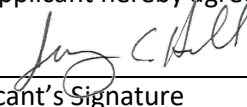
Owner

Brett Starr	3230 Tamiami LLC
Name	Company
3020 South Jackson Drive - Independence MO 64057	
Address	
816-769-6653	brett.morellc@outlook.com
Phone	Email

Architect/Engineer/Surveyor/Other: _____

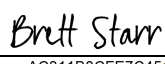
Robert Walquist	
Name	Company
821 NE Columbus Street - Lee's Summit MO 64063	
Address	
816-550-5675	rwalquist@quistengineering
Phone	Email

The applicant hereby agrees that the information provided above is accurate.


 Applicant's Signature

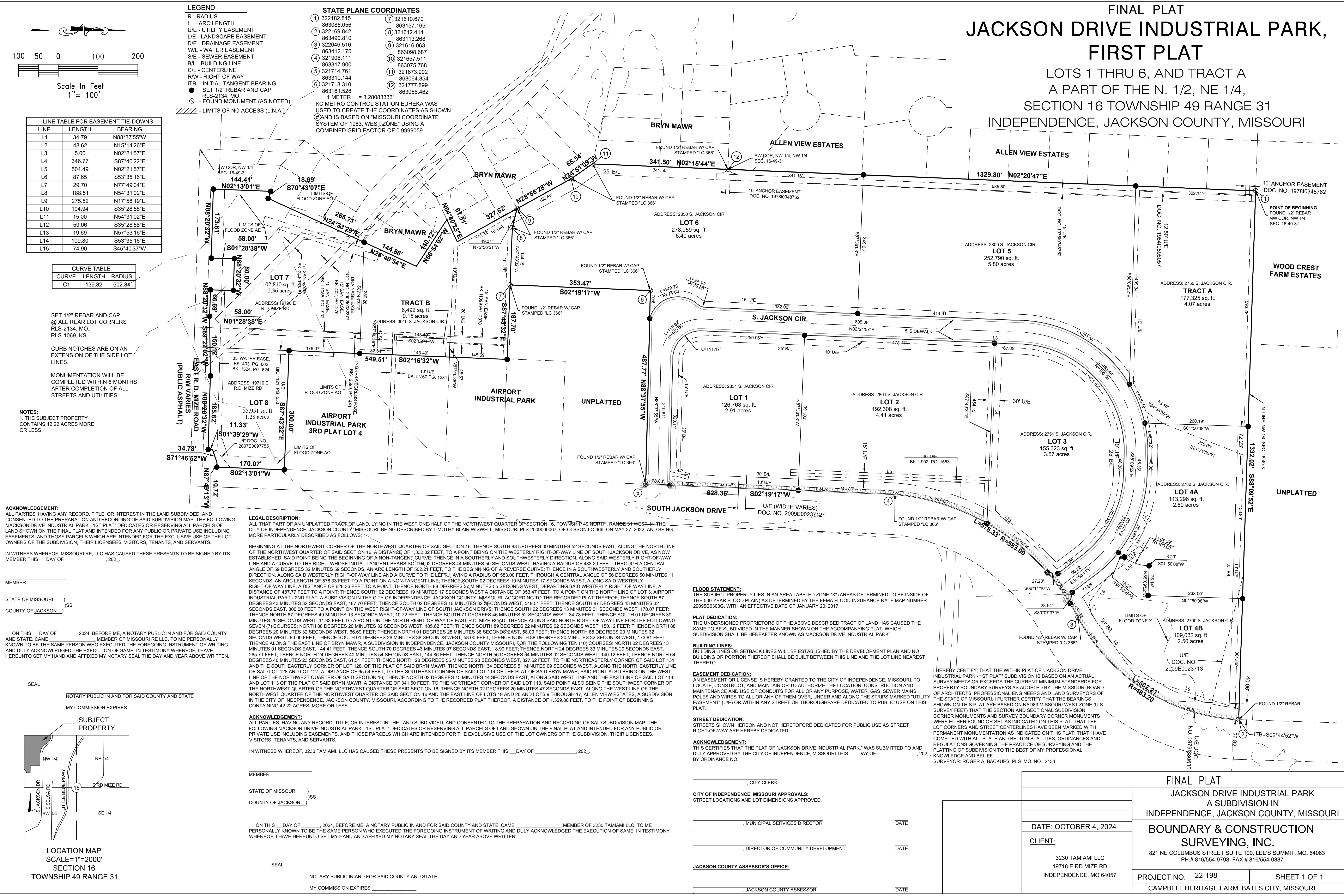
7/15/2024

Date

DocuSigned by:

 Owner's Signature

7/15/2024

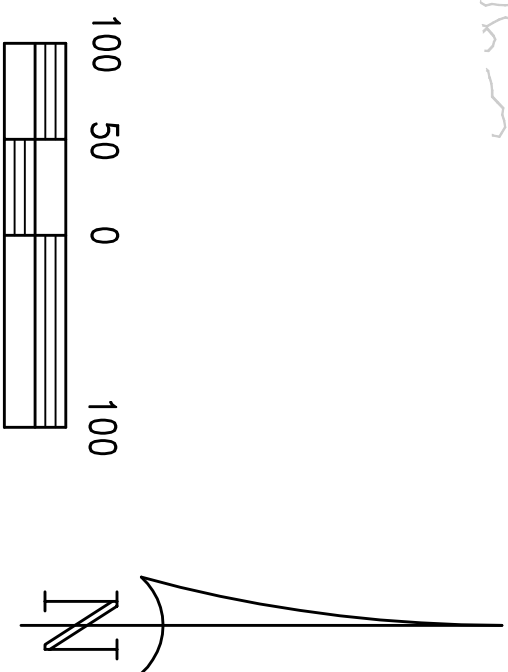
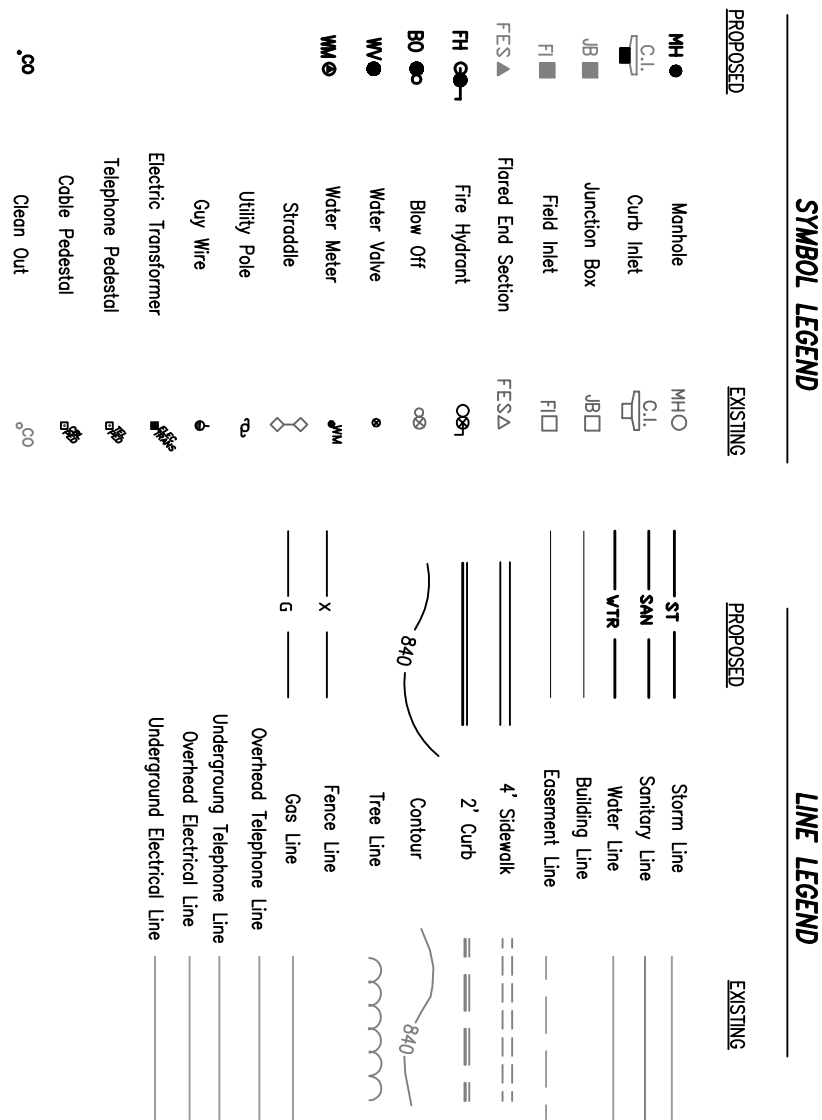
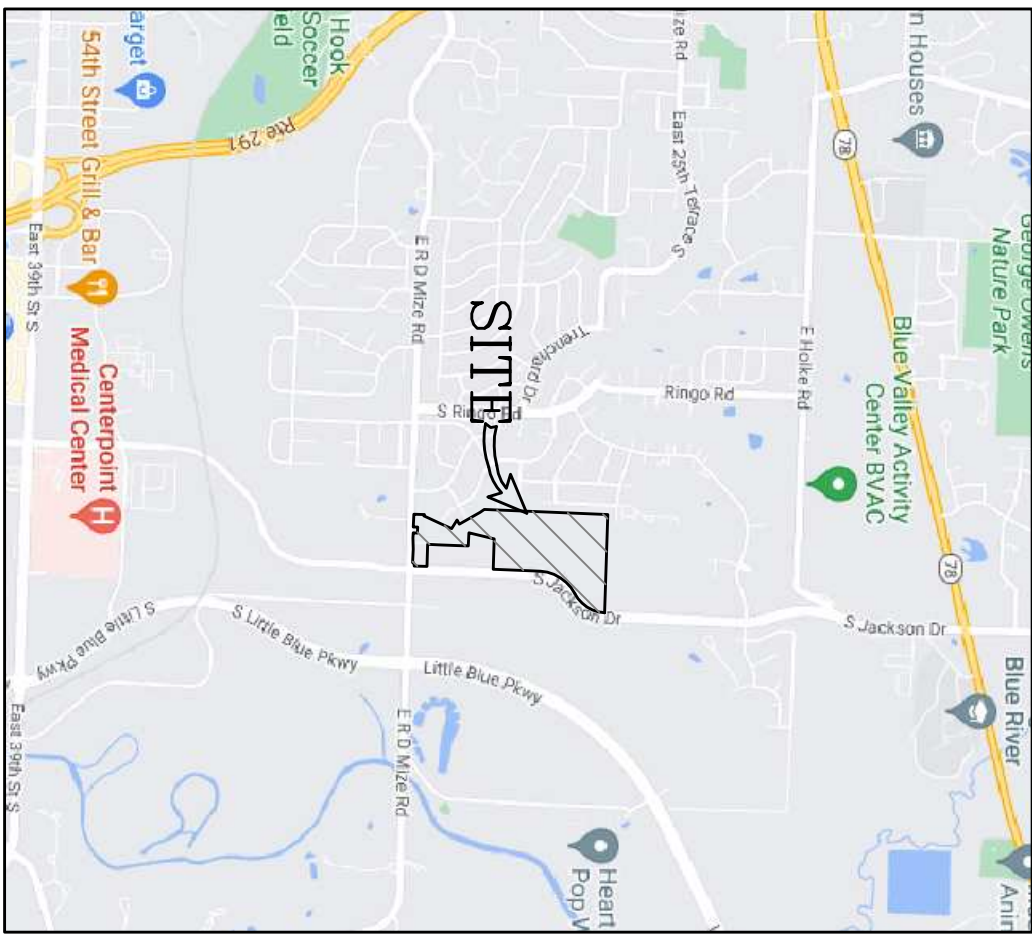
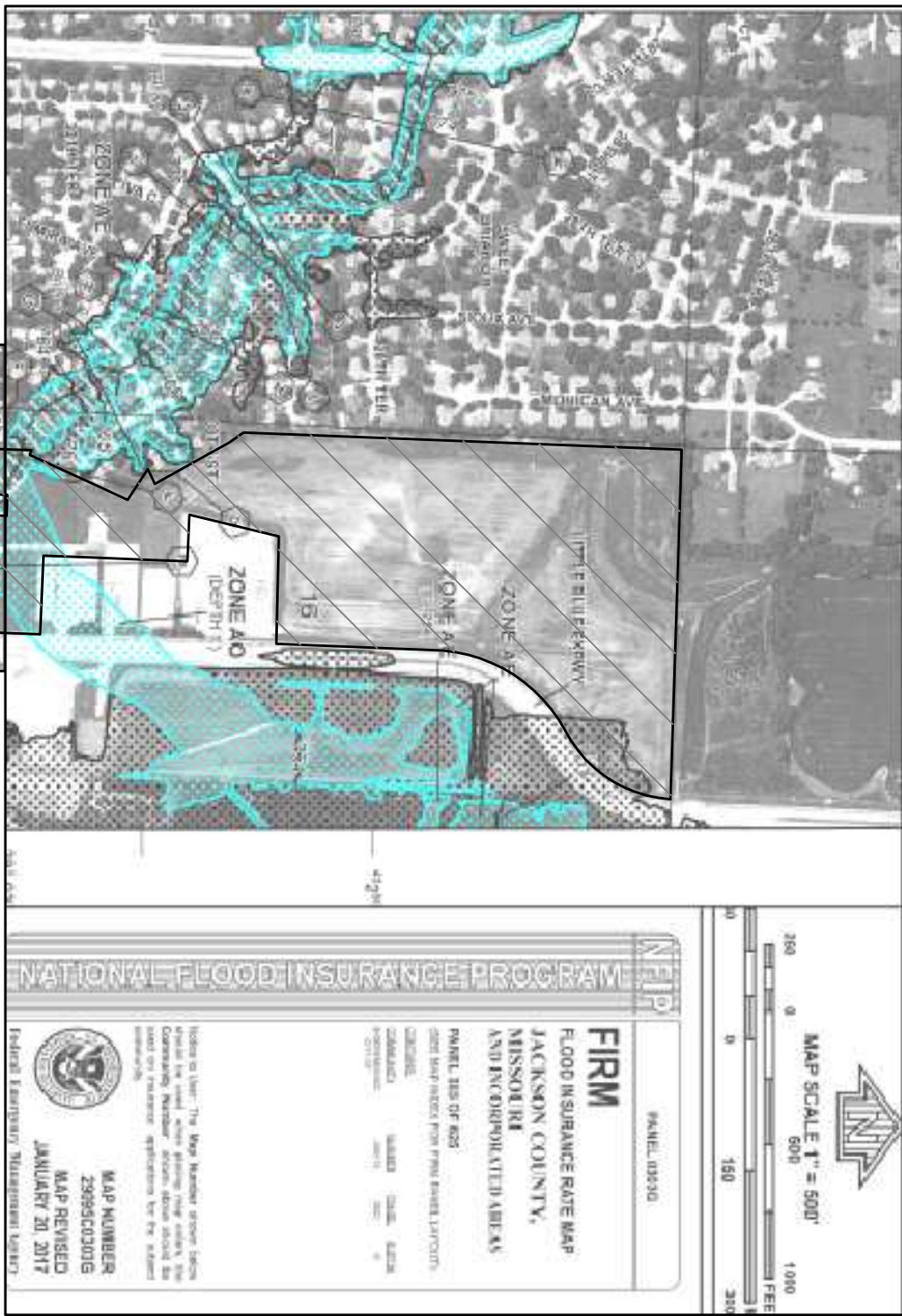
Date



DEVELOPER:
MISSOURI RE
3000 S JACKSON DR
INDEPENDENCE, MO

NOTE:

1. TOTAL LAND AREA = 42.56 ac
2. TOTAL NUMBER OF PROPOSED LOTS = 8 LOTS
3. ALL ROADS AND UTILITIES SHALL BE BUILT TO CITY CODES AND DEDICATED TO THE CITY.
4. ROADS SHALL BE 32' WIDE WITH 60' OF ROW.
5. THIS DEVELOPMENT IS PART OF A REGIONAL BASIN LOCATED ON THE PROPOSED TRACT A.
6. ALL STORM SEWERS SHALL BE BUILT TO CITY STANDARD AND DEDICATED TO THE CITY ALONG WITH ANY EASEMENTS REQUIRED



LOCATION MAP

AERIEL MAP

PRELIMINARY PLAT

PRELIMINARY PLAT
FOR JACKSON DRIVE INDUSTRIAL PARK
LOTS 1 THRU 8 AND TRACTS A & B

JACKSON DRIVE INDUSTRIAL PARK
INDEPENDENCE, JACKSON COUNTY, MISSOURI

Quist Engineering Inc.
Civil Engineering for Residential & Commercial Site Development

**821 NE Columbus ST.
Lee's Summit, Missouri 64063
Phone: (816) 550-5675
e-mail = rwalquist@quistengineering.com**

DATE	REVISION	BY
- 3-25-22	- PER CITY COMMENTS	-
4-7-22	PER CITY COMMENTS	
4-8-22	PER CITY COMMENTS	

DRAWN BY	RAW
CHECKED BY	RAW
DATE	3-10-22
PROJECT NO.	E21-320
SCALE	1"=50'



Planning Commission Minutes

October 15, 2024 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 10/15/2024, in the 111 E Maple Avenue City Council Chambers, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - Eric Ashbaugh.

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.

Motion

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

1. **Planning Commission Minutes – August 27, 2024 & September 10, 2024**
2. **Case #24-320-07 – Final Plat – Jackson Drive Industrial Park** – A request by Hullmark Construction for Final Plat at the northwest corner of R.D. Mize and Jackson Drive.

CASE WITHDRAWN

1. **Continued Case 24-100-18 – Rezoning – 12880 E. Kentucky Road** – A request by Jim Gamble to rezone the property from I-1 (Industrial) to C-3 (Service

Commercial).

CASE TO BE CONTINUED - STAFF RECOMMENDS THESE CASES BE CONTINUED TO THE OCTOBER 29, 2024 MEETING.

1. **Case 24-125-05 – Rezoning/PUD – 19300 E. 37th Terrace** – A request by JC Weston Construction to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

Motion

Commissioner Edward Nesbitt made a motion to continue the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 24-100-17 Rezoning – 10109, 10116, 10120, 10124, 10125, 10200, 10201, 10202, 10205, 10321, 10323, 10325, and 10327 E 18th St S; 1800 and 1803 S Ash Ave; and 1804 and 1809 S Maywood Ave.** – A City rezoning from C-2 (General Commercial) to R-6 (Single-Family Residential).

Motion

Commissioner Edward Nesbitt made a motion to continue the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 24-400-21 Short-Term Rental – 309 E Short Ave** – A request by Ben Allgeyer to operate a Short-Term Rental.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Applicant Comments

Rob Scarborough, 603 Quincy Blvd, Smithville, stated he would be the property manager for this address. He said the owner owns the two houses next door to each other. He noted he manages four other Short Term Rentals in Independence. He stated he has great reviews and has had no issues with those properties and the City.

Public Comments

Austin Gragg, 327 E Short Ave, stated the residents of this neighborhood are against making this home a commercial business. He's concerned about this property being owned by an investor and has out-of-town management. Mr. Gragg says this will lead to sex trafficking and drugs being brought into the neighborhood.

In response, Mr. Scarborough said he understands the feelings and sentiments. He stated he spoke to a neighbor this evening who was not against this application. He said the neighbor was

concerned that the lawn had not been mowed regularly this summer. Mr. Scarborough assured the neighbor that if this application is approved, it will be regularly mowed on a schedule. Mr. Scarborough said with the other properties he manages, he frequently sees people needing a short-term rental when dealing with a house fire or similar displacement.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Scarborough said when he spoke to the owner, they had planned to have one as a long term rental and one as a short term rental. He said the owner is not looking to sell the properties to his knowledge.

In response to Chairwoman Wiley's question, Mr. Glaser stated the City did not receive a protest petition on this application.

In response to Commissioner Young's question, Mr. Scarborough said he lives in Smithville and is within a 30-minute drive of this property.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 5, No 1, Abstained 0.

2. **Case 24-400-22 Short-Term Rental – 915 S Brookside Ave** – A request by Jamee Woolery to operate a Short-Term Rental.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

In response to Commissioner Nesbitt, Mr. Glaser said there are some thickets and bushes along the road.

Applicant Comments

Jamee Woolery, 919 S. Brookside, stated they originally purchased this property for an elderly family member that has since entered hospice case. Ms. Woolery said they've done long-term rentals in the past, but prefer a short-term rental so they can keep the house in good condition.

In response to Commissioner Nesbitt's question, Ms. Woolery said they had advertised and were told by the City that they could keep the current bookings. Ms. Woolery said they've worked on improving the outside of the home all summer.

Commissioner O'Neill said there is a large elevation change and the weeds are not as tall as they appear in pictures.

In response to Chairwoman Wiley's question, Ms. Woolery said they have a company they hire when the driveway gets iced over.

Commissioner O'Neill suggested a sign that warns renters to be careful when backing out of the driveway, based on his experience when visiting the property.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion failed. Yes 3, No 3, Abstained 0.

ROUNDTABLE - NEXT MEETING OCTOBER 29, 2024

ADJOURNMENT

The meeting was adjourned at 6:48 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-110 **1R** An ordinance amending Independence City Code Section 5.01.023 “License Denial, Suspension or Revocation”. **1R**

Recommendations:

Staff recommends approval.

Background:

The current city code already stipulates that an individual whose business license has been revoked may not apply for another license within 12 months. If a business license is revoked, in most cases the same use can be re-established. This amendment would require an applicant that proposes a similar use on a property where a business license has been revoked to apply for a special use permit, thus allowing the City to have careful consideration of the proposed use. If a proposed use is not similar, a special use permit would not be required, and it would be subject to the applicable City Code regulations.

Emergency Justification:**Fiscal Impact:**

No fiscal impact.

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance - Business license Revocation SUP

2. Sec. 5.01.023. License denial suspension or revocation

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING INDEPENDENCE CITY CODE SECTION 5.01.023 “LICENSE DENIAL, SUSPENSION OR REVOCATION”.

WHEREAS, City Code currently allows for the City to deny, suspend, and revoke business licenses after an Administrative Hearing process; and

WHEREAS, the current City Code already states that a person whose business license has been revoked cannot apply for a business license for 12 months; and

WHEREAS, City Council desires to amend the business license section to require an applicant of a similar use on a property where a business license has been revoked to submit a special use permit prior to applying for a business license.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. The Code of Ordinances of the City of Independence Section 5.01.023.B.3 shall hereby be amended.

“Sec. 5.01.023. License denial, suspension or revocation.

3. *Licensing After Revocation.*

A. A person whose license is revoked under this chapter **shall** ~~may~~ not apply for another business license under this chapter for a period of 12 months after the final decision in the administrative appeals process or an appeal period runs without an appeal, whichever is later.

B. **The applicant of any similar use proposed on a property where a previous business license has been revoked shall submit a special use permit application in accordance with Chapter 14, Article 7 prior to submitting a business license application.**”

SECTION 2. That all other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

SECTION 3. That correction of any scriveners’ errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

NOTE: Words struck through and bolded are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

Sec. 5.01.023. License denial, suspension or revocation.

A. Denial.

1. *Basis for Denial.* The City may deny a business license application, for any of the following reasons:
 - a. Any reviewing department, division or agency of the City has denied the application pursuant to any applicable provisions of the City Code;
 - b. Applicant is delinquent in the payment of any taxes or fees due the City under this chapter;
 - c. The application contains false or incomplete information;
 - d. Noncompliance with (a) any requirement or condition set by the City Council, Planning Commission, or Community Development Department or, (b) a conditional use permit, if applicable, granting a variance or special exceptions;
 - e. Noncompliance with any City, State or Federal law, code or statute;
 - f. Any other reason expressly provided for in this chapter; or
 - g. The Missouri Department of Revenue cannot issue to the applicant a Certificate of No Tax Due.
2. *Procedures—Cease Operations Order.*
 - a. When a business license application is denied, written notice will be provided by first class mail to the applicant by mailing a cease operations order to the applicant address on file. The cease operations order will identify the reason(s) for denial of the application and inform the applicant they must cease all business activity at the described location. The cease operation order will identify the available appeal process.
 - b. The applicant is deemed to have received written notification three business days after the date of mailing of the cease operations order.
 - c. The City may serve a cease operation order in person by delivery of the order to any management employee at the licensed premises or by posting on the main entrance by tacking, each followed by mailing as set out herein. When tacked or delivered in person to the premises, the cease operations order is effective immediately.
 - d. The City will immediately notify the Police Department of every cease operations order issued. The Police Department will assist in the enforcement of cease operations orders.

B. Suspension or Revocation:

1. *Basis for Suspension or Revocation.* Any business license issued by the City pursuant to this chapter of the City Code may be suspended or revoked for good cause by the issuing authority upon a finding that one or more of the following conditions exist:
 - a. The licensee fails to provide the City the retail sales license from the State of Missouri or a Certificate of No Tax Due as provide in this Chapter;
 - b. The renewal document contains false or incomplete information;
 - c. The licensee obtained or aided another person to obtain a license by fraud or deceit;
 - d. The licensee is delinquent in the payment of any taxes or fees due the City;
 - e. The licensee refused to allow, or interfered with, inspection of the licensed premises by authorized representatives of the City;

- f. Violations of this chapter of the City Code by agents or employees of a licensee and/or violations of any other laws by agents or employees committed while acting as an agent or employee of the licensee;
 - g. The existence of chronic unsanitary conditions, noise, disturbances or other conditions at, in, or attributable to the premises of a licensee, that causes or tends to create a public nuisance, which may injuriously affect the public health, safety, or welfare of others, or which unnecessarily affects the adequate allocation of public safety resources;
 - h. Repeatedly or purposefully permitting, allowing, or causing any business activity in violation of any ordinance, rule or law of the City, State or Federal government:
 - i. Fraudulent practices or misrepresentation in the operation of the business;
 - j. Concealment or misrepresentation in the application of a business license;
 - k. The business operation becomes unlawful or is prohibited by any code, rule or law of the City, State or Federal government;
 - l. The issuance of the license was in error or in violation of the provision of the Code;
 - m. The business premises is condemned, declared a fire hazard, or declared unsafe for business occupancy pursuant to applicable City Code Chapters;
 - n. Wrongful behavior creating a safety issue based on business activity;
 - o. Failure to remain current in the payment of taxes owed the Missouri Department of Revenue; or
 - p. Any other reason expressly provided for in this chapter of the City Code.
2. *Procedures to Suspend or Revoke a Business License.*
- a. The City is empowered, through an Administrative Hearing, to revoke or suspend a license issued under the provisions of this chapter of the Code.
 - b. The hearing(s) shall follow the Administrative Hearing Procedures for Revocation or Suspension of Business and Other Business Licenses established and amended from time to time by the Community Development Department and in effect at the time of the hearing.
 - c. When the City suspends or revokes a business license, the City will provide written notice by first class mail to the licensee by mailing a cease operations order to the last address on file. The cease operation order will include a copy of the City's formal written ruling and inform the applicant they must cease all business activity at the specified location. The cease operation order will identify the appeal process available.
 - d. The Licensee is deemed to have received written notification of the cease operations order three business days after the date of mailing of the order to the last address on file with the Business Licensing Division.
 - e. The City may serve a cease operation order in person by delivery of the order to any management employee at the licensed premises or by posting on the main entrance by tacking, each followed by mailing as set out herein. When tacked or delivered in person to the premises, the cease operations order is effective immediately.
 - f. The City will immediately notify the Police Department of every cease operation notice issued. The Police Department will assist in the enforcement of cease operations orders.
3. *Licensing After Revocation.*
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Chapter 5 - BUSINESS LICENSES
ARTICLE 1. ADMINISTRATION OF LICENSES IN GENERAL, AND REQUIREMENTS THEREOF

- A.** A person whose license is revoked under this chapter ~~shall~~ **may** not apply for another business license under this chapter for a period of 12 months after the final decision in the administrative appeals process or an appeal period runs without an appeal, whichever is later.
- B.** The applicant of any similar use proposed on a property where a previous business license has been revoked shall submit a special use permit application in accordance with Chapter 14, Article 7 prior to submitting a business license application.
- C.** *Penalty.* Any person or business violating a cease operations order under this chapter shall be subject to a fine of not more than \$500.00 per day upon conviction. Each day of violation is a separate offence.

DRAFT