COUNCIL AGENDA
Monday, December 16, 2019
6:00 P.M., Council Chambers

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Capital Improvement And Public Safety Sales Tax Oversight Committee Semi-Annual Report Presented By Chairman Ryan Jackson.

6. **Citizen Requests And Petitions**

   1. Shelly Kraft, 2701 Bird Ave, Would Like To Speak About Vision Joplin 2022

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The December 2, 2019 City Council Meeting

      Documents:

      DEC. 2, 2019 CCMINS.PDF

   2. COUNCIL BILL NO. 2019-282
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 3209 Connecticut Ave, City of Joplin, Newton County, Missouri.

      Documents:

      CB2019-282.PDF

   3. COUNCIL BILL NO. 2019-283
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-2-PD property as described below and located Corner of Newman Road and Cattleman Drive, City of Joplin, Jasper County, Missouri.

      Documents:

      CB2019-283.PDF

   4. COUNCIL BILL NO. 2019-535
      AN ORDINANCE amending the City of Joplin Employee Manual, Policy Section 3.9 Rehire, Section 3.12 Probationary Period, Section 4.9 Prior Service Credit Benefit and Fringe Benefits Sections (2), (3), (9), (11), (13) and (18).

Documents:

CB2019-535.PDF

5. COUNCIL BILL NO. 2019-536
AN ORDINANCE adopting the Missouri Local Government Employees Retirement System (LAGERS) L-11 plan for public safety employees of the City of Joplin hired on or after February 1, 2020, in accordance with RSMo. Sections 70.600 through 70.755; and, setting a date when this ordinance shall become effective.

Documents:

CB2019-536.PDF

6. COUNCIL BILL NO. 2019-537
AN ORDINANCE amending the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri as adopted January 5, 2009, effective January 31, 2009 and amended September 24, 2012, May 1, 2013, January 21, 2014, December 7, 2015 and August 15, 2016, to close the Pension Plan to new hires effective February 1, 2020; and, setting a date when this ordinance shall become effective.

Documents:

CB2019-537.PDF

7. COUNCIL BILL NO. 2019-619
AN ORDINANCE amending Chapter 62, Health and Sanitation, by enacting a new Article X, Tobacco 21 Act.

Documents:

CB2019-619.PDF

8. COUNCIL BILL NO. 2019-620
AN ORDINANCE repealing Chapter 30, Businesses, Article III, Licenses, Section 30-179, Sale of tobacco products or rolling papers to minors.

Documents:

CB2019-620.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. Council Bill No. 2019-162
AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp & Sons, Inc. in the amount of Five Hundred Eighty-Six Thousand Seven Hundred Sixty and 24/100 dollars ($586,760.24) for the construction of Surface Project 4011, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2019-162 SURFACE 4011 AGREEMENT.PDF
CB2019-162 SURFACE 4011 BID TAB.PDF
CB2019-162 SURFACE 4011 COUNCIL ORDINANCE.PDF
CB2019-162 SURFACE 4011 MAP.PDF
CB2019-162 SURFACE 4011 SUMMARY SHEET.PDF

2. COUNCIL BILL NO. 2019 – 373
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Enterprises, LLC for the demolition of the structure(s) and clearing of lot area located at 422 N. Pearl Ave. in the City of Joplin, Missouri, for Four Thousand One Hundred Eighty and 00/100 Dollars ($ 4,180.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2019-373 BID.PDF
CB 2019-373 PICTURES.PDF
CB 2019-373 SUMMARY.PDF
CB 2019-373.PDF

3. COUNCIL BILL NO. 2019 – 374
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 819 Murphy Ave. in the City of Joplin, Missouri, for Two Thousand Five Hundred Ninety-nine and 00/100 Dollars ($2,599.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2019-374 BIDS.PDF
CB 2019-374 PICTURES.PDF
CB 2019-374 SUMMARY.PDF
CB 2019-374.PDF

4. Council Bill No. 2019-538
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause.

Documents:

CB 2019-538 SUMMARY BUDGET AMENDMENT.PDF
CB 2019-538 BUDGET AMENDMENT ORDINANCE FOR FY 2020.PDF
CB 2019-538 SCHEDULE A 2020 BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2019-161
AN ORDINANCE amending Chapter 118, Utilities, Article II, Sewers and Sewage Disposal, Division 6 Rates and Charges, of the Joplin City Code, by repealing sections 118-201 through 118-202, inclusive, of Division 6 in their entirety and enacting new sections 118-201 through 118-202, inclusive of Divisions 6, Rates and Charges; dealing generally with the establishment of sewer rates for the City of Joplin, Missouri.

Documents:

CB2019-161.PDF

13. **Unfinished Business**

14. **New Business**

    1. News From Public Information Officer Lynn Onstot

Anyone wishing to address the Council should step to the podium and state his/her name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five (5) minutes.

Sound enhancement units are available for hearing impaired customers who provide a form of identification as security, which will be returned to the customer upon the return of the unit.

Those in need of disability-related auxiliary aids or services should contact the City Clerk's office at (417) 624-0820, ext. 220 no later than 48 hours prior to the meeting.

Notice posted at ____ p.m. on this the __ day of ____, ____. (RSMo 610.020)

JOPLIN CITY COUNCIL
DECEMBER 2, 2019 MEETING MINUTES

CALL TO ORDER
The regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Gary Shaw.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Mr. Lawson.

ROLL CALL
Answering Roll Call were Council Members: Taylor Brown, Melodee Colbert-Kean, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley, and Phil Stinnett. Also, in attendance were Interim City Manager Dan Pekarek and City Attorney Peter Edwards.

PRESENTATIONS
Joplin High School Student Council President Faron Haase presented an update to City Council on upcoming Joplin Schools events.

The following board members were recognized for completing their terms on various city boards/commissions:
Sarah Vargyas -ADA-2013-2019; Tim Forker-Airport Board-2013-2019; Melvin Walbridge-Airport Board-2013-2019; Crystal Harrington-Building Board of Appeals-2013-2019; Ervin Wilson-Building Board of Appeals-2013-2019; Paula Callihan-Historic Preservation - 2009-2019; Nancy Morton-Historic Preservation-2006-2019; Pete Ramsour-Historic Preservation-2009-2019; Fred Osborn -Joplin Redevelopment Commission -2013-2019; Dustin Parker- Parks & Rec -2013-2019; Keenan Cortez-Planning & Zoning-2012-2019; Sherry Surface-Personnel-2013-2019; Stephen Fuller-Solid Waste-2012-2019; Chris Tucker-Tax Increment Finance-2012-2019; Ervin Wilson -Traffic Commission -2013-2019. The board members received a certificate of appreciation on a wood plaque, chocolates from Candy House and a Key to the City lapel pin.

Ashley Shiwarksi, Director of Business Development for Utility Partners, Inc. presented the National League of Cities Service Line Program. The council agreed to review the information provided by Ms. Shiwarksi before making a decision on this program.

FINALIZATION OF CONSENT AGENDA
Mr. Stanley removed Council Bill No. 2019-009 from the Consent Agenda and placed in under Second and Third Readings before finalizing the Consent Agenda.

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Barbara Gollhofer

Public Hearing for Council Bill No. 2019-282

Mayor Shaw opened the Public Hearing.

Dick Ruestman, 5562 Riverside Dr. appeared in favor of this item as the owner of the property.

Sarah Gould, 3802 Finley Ave. appeared in opposition to this item citing ingress/egress access and traffic issues.

The Public Hearing was closed.

Mr. Stanley introduced Council Bill No. 2019-282 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 3209 Connecticut Ave, City of Joplin, Newton County, Missouri. Motion by Mr. Stanley, second by Mr. Monteleone that Council Bill No. 2019-282 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2019-282**

Public Hearing for Council Bill No. 2019-283

Mayor Shaw opened the Public Hearing

Brad Ferguson with Olsen Engineering appeared in favor of this item on behalf of the owner, Sam Coryell.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Stinnett introduced Council Bill No. 2019-283 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-2-PD property as described below and located Corner of Newman Road and Cattleman Drive, City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2019-283 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2019-283**

CONSENT AGENDA

Motion by Mr. Stanley, second by Mr. Stinnett to approve the amended Consent Agenda. Voting in favor were Council Members: Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9 Nays: 0.

Minutes of the November 18, 2019 City Council Meeting

Minutes of the November 22, 2019 Special City Council meeting

Minutes of the November 26, 2019 Special City Council meeting

COUNCIL BILL NO. 2019-009: removed from Consent Agenda and placed on 2nd and 3rd Reading.

COUNCIL BILL NO. 2019-523 - an ordinance repealing Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2019-178**

COUNCIL BILL NO. 2019-524-an ordinance repealing Section 106-32, Duty of Abutting Property Owners, Article II, Repairs, and Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalk and Other Public Places, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 106-32, Duty of Abutting Property Owners, Article II, Repairs, and Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalks and Other Public Places, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2019-179**

COUNCIL BILL NO.2019-525-an ordinance repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2019-180**

COUNCIL BILL NO. 2019-526-an ordinance repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2019-181**

COUNCIL BILL NO. 2019-527-an ordinance repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2019-182**

COUNCIL BILL NO. 2019-528-an ordinance repealing Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B as adopted by Ordinance No. 97-161 of the City of Joplin and enacting in lieu thereof a new Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2019-183**

COUNCIL BILL NO. 2019-529-an ordinance repealing Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the City of Joplin and enacting in lieu thereof a new Section 29A-2514, Fees, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2019-184**

COUNCIL BILL NO. 2019-530 -an ordinance repealing Section 118-211, Hauled Wastewater Fee, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, and Section 118-235, Permit fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 118-211, Hauled Wastewater Fee, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, and Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2019-185**

COUNCIL BILL NO. 2019-531-an ordinance repealing Section 118-203, Basis for Computation, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, and Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 118-203, Basis for Computation, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, and Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective**. Ordinance No. 2019-186**

RESOLUTIONS

ORDINANCES – EMERGENCY

Mr. Lawson introduced Council Bill No.2019-159 -an ordinance authorizing the City of Joplin to enter into an agreement with MCI Communications Services, Inc. ("MCICS") for the purpose of MCICS installing, maintaining, and operating facilities for communications related capabilities within the City's Rights-of-Way and ensuring compliance with the City's requirements of such use of City property; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Dr. Reid Adams that Council Bill No.2019-159 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-187**

Dr. Reid Adams introduced Council Bill No. 2019-160 - an ordinance authorizing the City of Joplin to enter into an agreement with MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services ("MCImetro") for the purpose of MCImetro installing, maintaining, and operating facilities for communications related capabilities within the City's Rights-of-Way and ensuring compliance with the City's requirements of such use of City property; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Brown that Council Bill No.2019-160 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-188**

Mr. Stanley introduced Council Bill No.2019-533-an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Cortez that Council Bill No.2019-533 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-189**

Mr. Stinnett introduced Council Bill No.2019-534-an ordinance approving exempt status changes to the Salary Administration Plan for the City of Joplin and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Lawson that Council Bill No.2019-534 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-190**

ORDINANCES – FIRST READING

Mr. Stanley introduced Council Bill No. 2019-161-an ordinance amending Chapter 118, Utilities, Article II, Sewers and Sewage Disposal, Division 6 Rates and Charges, of the Joplin City Code, by repealing sections 118-201 through 118-202, inclusive, of Division 6 in their entirety and enacting new sections 118-201 through 118-202, inclusive of Division 6, Rates and Charges; dealing generally with the establishment of sewer rates for the City of Joplin, Missouri.

Bruce Anderson, Loma Linda, requested to speak on CB2019-161 to ask Council to consider a lower increase of sewer rates for the senior citizens of Loma Linda.

Motion by Mr. Stanley, second by Mr. Cortez to pass CB2019-161 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: Monteleone, 1. The Council Bill was read as Council Bill No. 2019-161.

A consensus of the council is to plan a meeting with city staff to determine if there is a more equitable way to assess facility and volume usage charges.

Mr. Cortez introduced Council Bill No.2019-535-an ordinance amending the City of Joplin Employee Manual, Policy Section 3.9 Rehire, Section 3.12 Probationary Period, Section 4.9 Prior Service Credit Benefit and Fringe Benefits Sections (2), (3), (9), (11), (13) and (18). Motion by Mr.

Cortez, second by Mr. Stanley to pass Council Bill No. 2019-161 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as Council Bill No. 2019-535.

Mr. Lawson introduced Council Bill No.2019-536-an ordinance adopting the Missouri Local Government Employees Retirement System (LAGERS) L-11 plan for public safety employees of the City of Joplin hired on or after February 1, 2020, in accordance with RSMo. Sections 70.600 through 70.755; and, setting a date when this ordinance shall become effective. Motion by Mr. Lawson, second by Dr. Reid Adams to pass Council Bill No. 2019-536 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as Council Bill No. 2019-536.

Mr. Stanley introduced Council Bill No. 2019-537-an ordinance amending the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri as adopted January 5, 2009, effective January 31, 2009 and amended September 24, 2012, May 1, 2013, January 21, 2014, December 7, 2015 and August 15, 2016, to close the Pension Plan to new hires effective February 1, 2020; and, setting a date when this ordinance shall become effective. Motion by Mr. Stanley, second by Mr. Stinnett to pass Council Bill No. 2019-537 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as Council Bill No. 2019-537.

Mr. Cortez introduced Council Bill No. 2019-619-an ordinance amending Chapter 62, Health and Sanitation, by enacting a new Article X, Tobacco 21 Act.

Scott Vorhees, Joplin; Ashley Micklewaite, Joplin; Toby Teeter, Joplin, Johanna Jeyaraj requested to speak in favor of CB2019-619. Harvey Hutchinson, Joplin, spoke in opposition of CB2019-619.

Motion by Mr. Cortez, second by Mr. Brown to pass Council Bill No. 2019-619 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as Council Bill No. 2019-619.

Mr. Stanley introduced Council Bill No.2019-620 - an ordinance repealing Chapter 30, Businesses, Article III, Licenses, Section 30-179, Sale of tobacco products or rolling papers to minors. Motion by Mr. Stanley, second by Mr. Cortez to pass Council Bill No. 2019-620 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as Council Bill No. 2019-620.

ORDINANCES – SECOND READING AND THIRD READING

Mr. Stanley introduced Council Bill No. 2019-009 - an ordinance approving a plan for an industrial development project consisting of the acquisition, construction, improvement and equipping of a warehouse and distribution facility; authorizing the city of Joplin, Missouri to issue its taxable industrial development revenue bonds in a principal amount not to exceed $51,400,000 to finance the costs of such project; authorizing and approving certain documents; and authorizing certain

other actions in connection with the issuance of the bonds. Motion by Mr. Stanley, second by Mr. Cortez that Council Bill No. 2019-009 be passed on Second Reading, advanced to Third Reading and passed. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-177**

UNFINISHED BUSINESS

NEW BUSINESS

News from the Public Information Officer, Lynn Onstot
Tuesday, Dec. 3 is Joplin's Christmas Parade starting at 6 p.m. The parade begins at 15th Street and travels north on Main Street to 3rd Street. Starting at 3 pm tomorrow, Main Street will be closed from 2nd Street to 26th Street. Parking will not be allowed either side of Main Street to allow young and old of all heights to enjoy the parade. Disability parking will be available at 8th and Main Street, in the northwest lot of that intersection. For those traveling in and around Joplin Tuesday evening, please use caution, especially near Main Street, from 26th Street to Murphy Boulevard. Streets intersecting with Main will be closed, so be sure to travel to the northern or southern end if needing to cross this street.

We thank Freeman Health Systems for coordinating this year's parade and hope everyone enjoys this annual tradition. Dress Warm!

If children would like to write a letter to Santa, they can drop it off at Santa's mailbox at Joplin Athletic Complex by December 9. After that time, all letters will be mailed to the North Pole and Santa will personally respond to each child sending him a letter.

If children want to personally tell Santa what's on their wish list, then make plans to attend Joplin Parks and Recreation's annual Breakfast with Santa event at Memorial Hall on Saturday, December 7th. Held from 8 to 10 a.m., the morning features great food, fun, holiday crafts, and pictures with Santa. Children will visit with Santa after breakfast and parents are encouraged to bring their cameras. The event is $6 per person; children two and under are free. Seating is limited so be sure to register by calling Parks and Rec at 417-625-4750 or go online at joplinparks.org.

The rebroadcast of tonight's Council meeting has been moved to 7:30 PM Wednesday, Dec. 4, from its usual Tuesday airtime. This change is due to the station's live coverage of the Missouri Southern -Pitt State basketball games scheduled for Tuesday, Dec. 3. Council meetings are also live streamed and available for viewing on the city's website joplinmo.org

Missouri Department of Transportation has announced that Indiana Avenue will be CLOSED north of 32nd Street to allow contractor crews to install a storm drain box culvert. Work will be done at night from 7 p.m. to 6 a.m. Monday, Dec. 9 and Tuesday, Dec. 10. Work should be completed by 6 a.m. Wednesday, December 11. Indiana Avenue will be open during daytime hours. Drivers on 32nd Street will have no access to Indiana Avenue north of the intersection and should find an alternate route. This work is part of a project to resurface Route FF (32nd Street) in Joplin between Missouri Route 43 (Main Street) and Missouri Route 249 and improve three intersections (Main Street, Indiana Avenue, Connecticut Avenue). The project is a cost share with the City of Joplin and is scheduled to be complete by July 1, 2020.

To learn more about upcoming events, residents can visit the Convention & Visitors Bureau's website at visitjoplinmo.com. It's full of fun things to do in Joplin this season.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys pursuant to state law; and which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore; and the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021 (1) (2) (3) RSMo, as amended, 2018. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Lawson, second by Mr. Monteleone to go into closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0.

There being no further business, the meeting adjourned at 8:00 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-282-Rezone to Neighborhood Commercial District (C-1)

MEETING DATE:
December 2, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:
Case 038-19: 3209 Connecticut Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-1 (Neighborhood Commercial) for future commercial development. – Business Investments, LLC.

BACKGROUND:
This zoning change should not detrimentally affect nearby property. Any potential developer will need to mitigate the conflict of commercial uses with other uses in accordance with the City's buffer requirements.

The applicant's request to rezone to a C-1 Neighborhood Commercial zone is not inappropriate for this property considering the intent of C-1 districts is to provide neighborhood level uses such as banks, offices, and small shops. Uses in this district are to not generate large amounts of traffic.

Considering the property's frontage along Connecticut Avenue, a collector, as well as its location near the major intersection of Connecticut and 32nd St., a commercial use oriented toward this street is appropriate.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Richard Ruestman, 5562 Riverside Dr., Joplin, MO. I am a member of Business Investments, LLC. I made this request for rezoning from R-1 to C-1. It would seem to be a natural fit based on the surrounding commercial properties.

Mr. Eastman asked if there was a use for the building? Mr. Ruestman stated there was not and just keep it a rental building right now, but it is not occupied at this time.

Mr. Eastman stated he has a question for Troy Bolander. Anticipating the future, how far south will you allow Commercial to go on Connecticut Street?

Mr. Troy Bolander stated part of the changes at the intersection is that the former commercial insurance building to the north was demolished because of the intersection improvement. This is an area in transition with the widening of Connecticut and widening of the bridge. One could make a valid point that it could go just as far south as it does across the street.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval, 6 in favor, 0 Nays, 1 Absent.
Staff recommends approval of Case 038-19.

ATTACHMENTS
CB 2019- 282, Staff Planning Report, P&Z Commission Minutes

CB 2019-282

Case 038-19: 3209 Connecticut Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-1 (Neighborhood Commercial) for future commercial development. – Business Investments, LLC.

Mr. Richard Ruestman, 5562 Riverside Dr., Joplin, MO. I am a member of Business Investments, LLC. I made this request for rezoning from R-1 to C-1. It would seem to be a natural fit based on the surrounding commercial properties.

Mr. Ramsour asked commissions if they had any questions for Mr. Ruestman?

Mr. Eastman asked if there was a use for the building?

Mr. Ruestman stated there was not and just keep it a rental building right now, but not occupied.

Mr. Eastman stated he has a question for Troy Bolander. Anticipating the future how far south will you allow Commercial to go on Connecticut Street?

Mr. Troy Bolander stated part of the changes at the intersection is that the former commercial insurance building to the north was demolished because of the intersection improvement. This is an area in transition with the widening of Connecticut and widening of the bridge. One could make a valid point that it could go just as far south as it does across the street.

Mr. Eastman asked if there were no opposition from neighbors.

Mr. Bolander stated as far as we know we have not received any opposition.

Mr. Ramsour asked Commissioners if there were any other questions for Mr. Ruestman. There was not. Mr. Ramsour asked if there was anyone that would like to speak in favor of this case? There was not. Is there was anyone who would like to speak in opposition to this case? There was not.

MR. DERMOTT MOVED, SECONDED BY MR. MCCULLOUGH, FOR CASE 038-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, MR. RAMSOUR, MR. DERMOTT, MRS. KOELKEBECK, MRS. STEELE, MR. EASTMAN, AND MR. MCCULLOUGH, VOTING "AYE. (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: November 11, 2019
City Council Meeting: December 2, 2019

STAFF PLANNING REPORT
Rezoning

CASE 038-19 A request to rezone from R-1 (Single-family Residential) to C-1 (Neighborhood Commercial) for future commercial development.

LOCATION 3209 Connecticut Ave.

APPLICANT Business Investments, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-family	0.25 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-O/C-1	R-1	R-1	C-2-PD
Land Use	Vacant/Restaurant	Daycare	Single-family	Strip Commercial

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future retail commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Connecticut Ave.	Collector	65'

UTILITIES Utilities are provided to the site.

FLOOD PLAIN This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The site as zoned R-1 is suitable for future residential development. The R-1 district does restrict the intensity of residential development and prohibits many uses. However, it is proximate to a major intersection that is being improved for greater traffic flow, which would detract from residential uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. Any potential developer will need to mitigate the conflict of commercial uses with other uses in accordance with the City's buffer requirements. The C-1 district is designed to be used amongst residential uses, hence its title, Neighborhood Commercial. Uses in these districts are restricted to light uses that generate little traffic and nuisance.

DISCUSSION

The applicant's request to rezone to a C-1 Neighborhood Commercial zone is not inappropriate for this property considering the intent of C-1 districts is to provide neighborhood level uses such as banks, offices, and small shops. Uses in this district are to not generate large amounts of traffic commonly seen in the intense commercial uses along Range Line Road, for instance.

In addition, considering the property's frontage along Connecticut Avenue, a collector, as well as its location near the major intersection of Connecticut and 32nd St., a commercial use oriented toward this street is appropriate. The alley that abuts this property will assist in access management.

This property is subject to the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 038-19.

ATTACHMENTS

- Application
- Map

Z&P Meeting: November 11, 2019
City Council Meeting: December 2, 2019

STAFF PLANNING REPORT
Rezoning

CASE 038-19 A request to rezone from R-1 (Single-family Residential) to C-1 (Neighborhood Commercial) for future commercial development.

LOCATION 3209 Connecticut Ave.

APPLICANT Business Investments, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-family	0.25 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-O/C-1	R-1	R-1	C-2-PD
Land Use	Vacant/Restaurant	Daycare	Single-family	Strip Commercial

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future retail commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Connecticut Ave.	Collector	65'

UTILITIES Utilities are provided to the site.

FLOOD PLAIN This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The site as zoned R-1 is suitable for future residential development. The R-1 district does restrict the intensity of residential development and prohibits many uses. However, it is proximate to a major intersection that is being improved for greater traffic flow, which would detract from residential uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. Any potential developer will need to mitigate the conflict of commercial uses with other uses in accordance with the City's buffer requirements. The C-1 district is designed to be used amongst residential uses, hence its title, Neighborhood Commercial. Uses in these districts are restricted to light uses that generate little traffic and nuisance.

DISCUSSION

The applicant's request to rezone to a C-1 Neighborhood Commercial zone is not inappropriate for this property considering the intent of C-1 districts is to provide neighborhood level uses such as banks, offices, and small shops. Uses in this district are to not generate large amounts of traffic commonly seen in the intense commercial uses along Range Line Road, for instance.

In addition, considering the property's frontage along Connecticut Avenue, a collector, as well as its location near the major intersection of Connecticut and 32nd St., a commercial use oriented toward this street is appropriate. The alley that abuts this property will assist in access management.

This property is subject to the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 038-19.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 10-17-19

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 038-19
Filing Fee: $500.00
Date Advertised: 10-27-19
Date Notices Sent 10-24-19
Public Hearing Date: 11-11-19

APPLICANT: Business Investments LLC PHONE: 417-438-6300
ADDRESS: ~~3500 Connecticut~~ ZIP: 64804
OWNER: Business Investments PHONE: 417-438-6300
ADDRESS: PO Box 2291 Joplin, MO. ZIP: 64803
LOCATION OF PROPERTY: 3209 connecticut Joplin MO 64804
LEGAL DESCRIPTION: See attached

Present Zoning R-1 Requested Zoning: ~~CO~~ C-1 Acreage:
Present Use of Property: rental

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	CO	
South	R1	
East	R1	
West	Bank & shopping center	

CHARACTER OF THE NEIGHBORHOOD: commercial

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: See Plat

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? See Plat
2. Consistent with Future Land Use Map? I believe so

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property:_____
2. Classification of Street(s):
   Arterial_____Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

~~IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:~~

1. ~~Appropriately Sized Lots?~~_____
2. ~~Properly Sized Street Right-of-Way?~~_____
3. Drainage Easements?_____
4. Utility Easements:
   - Electricity?_____
   - Gas?_____
   - Sewers?_____
   - Water?_____
5. Additional Comments:_____
   _____
   _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

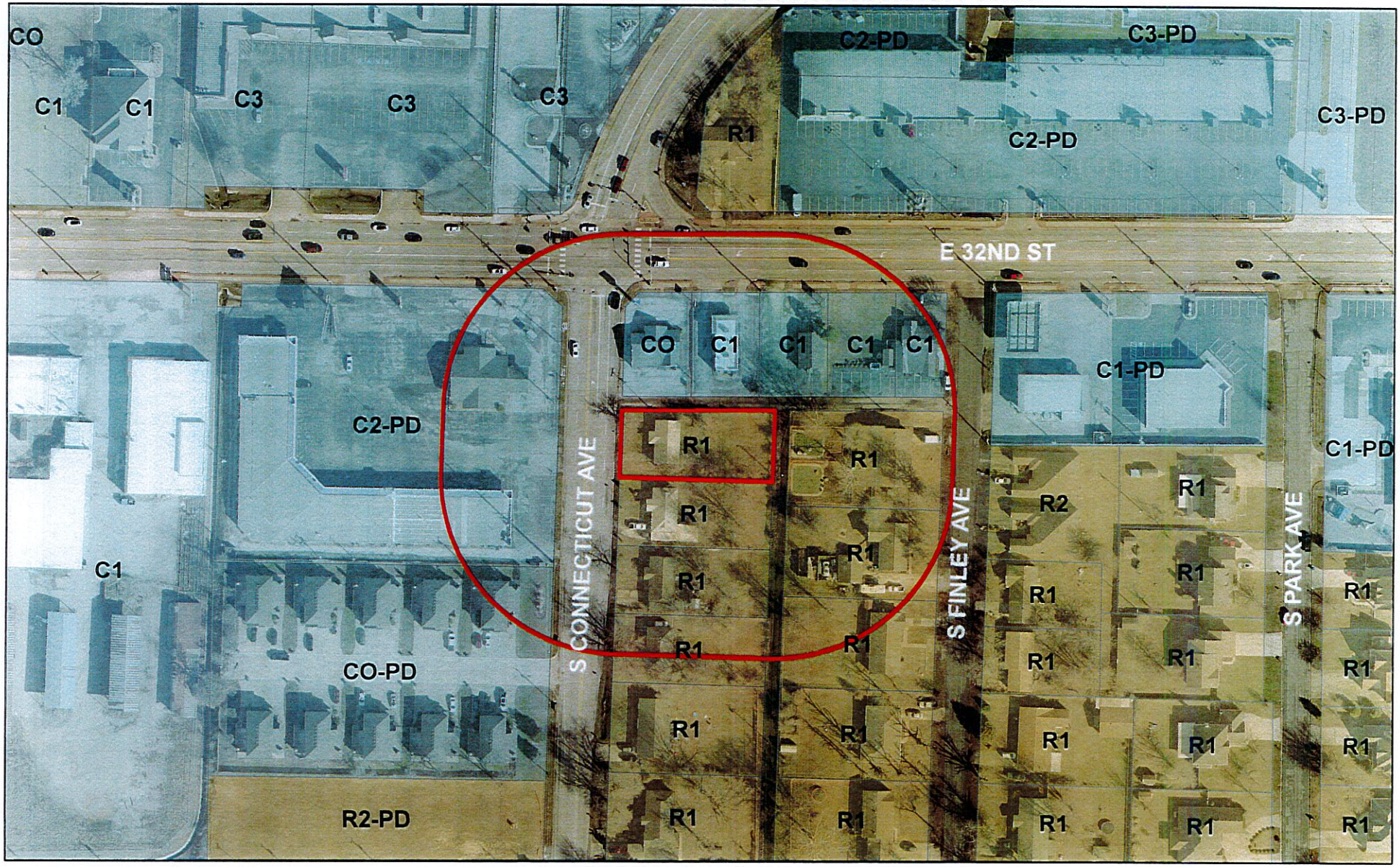
_____
_____
_____

SIGNATURE: Business Inv. LLC DATE: Oct 10, 2019

BY: R.W. Rustman member

TITLE: _____

Case 038-19: 3209 Connecticut Ave. - Rezone



Case 038-19: 3209 Connecticut Ave. - A request to remove from District R-1 and include in District C-1 for the purpose of future commercial development - Business Investments, LLC

0 62.5 125 250 375 500 Feet

N

P & Z Case 038-19
Business Investments, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-282 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 3209 Connecticut Ave, City of Joplin, Newton County, Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-1:

All of Lot Numbered One (1) except for the South 24 feet thereof in J.A. Finley's Second Addition to the City of Joplin, Newton County, Missouri, according to the recorded plat thereof.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-283-Rezone to Central Business District Planned Development (C-2-PD)

MEETING DATE:
December 2, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:
Case 039-19: Corner of Newman Road and Cattleman Drive – A request to remove from District M-2 (Heavy Industrial) and include in District C-2-PD (Planned Development Central Business Commercial) for multi-family development. – Samuel M. Coryell

BACKGROUND:
The Joplin Stockyard property used to occupy this site, but due to its intense use, moved out of town. In addition, recent residential developments near and on portions of this site have begun a transition away from industrial uses to more high density residential and commercial uses.

The applicant's request to rezone to a C-2-PD Planned Development Central Business District zone is not inappropriate for this property considering it is the intent of the developers to develop their site with dense multi-family units. The C-2-PD district has unique properties such as lower setback requirements and taller height restrictions that are appropriate for the applicant's proposed development as well as for this area in general.

PLANNING & ZONING COMMISSION TESTIMONY:
Brad Ferguson, Olsson Associates, 702 S Main Street, Joplin, MO. I am here on behalf of the land owner and Mr. Coryell. They would like to do a multi-family development just north of the existing complex that is shown.

Mr. Ramsour asked if there were any environmental issues on that property?

Mr. Ferguson stated he doesn't know if that has been investigated at this point.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval, 6 in Favor, 0 Nays, 1 Absent..
Staff recommends approval of Case 039-19.

ATTACHMENTS
CB 2019- 283, Staff Planning Report, P&Z Commission Minutes

CB 2019-283

Case 039-19: Corner of Newman Road and Cattleman Drive – A request to remove from District M-2 (Heavy Industrial) and include in District C-2-PD (Planned Development Central Business Commercial) for multi-family development. – Samuel M. Coryell

Brad Ferguson, Olsson Associates, 702 S Main Street, Joplin, MO. I am here on behalf of the land owner and Mr. Coryell. They would like to do a multi-family development just north of the existing complex that is shown.

Mr. Ramsour asked if there were any environmental issues on that property?

Mr. Ferguson stated he doesn't know if that has been investigated at this point.

Mrs. Steele stated there is only one ingress/egress is there eventually going to handle just that one?

Mr. Ferguson stated that there are future plans to extend one of those roads to the west.

Mr. Ramsour asked Commissioners if there were any other questions for Mr. Ferguson. There was not. Mr. Ramsour asked if there was anyone that would like to speak in favor of this case? There was not. Is there was anyone who would like to speak in opposition to this case? There was not.

MR. EASTMAN MOVED, SECONDED BY MRS. STEELE, FOR CASE 039-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, MRS. KOELKEBECK, MRS. STEELE, MR. RAMSOUR, MR. DERMOTT, MR. EASTMAN, AND MR. MCCULLOUGH, VOTING "AYE. (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: November 11, 2019
City Council Meeting: December 2, 2019

STAFF PLANNING REPORT
Rezoning

CASE 039-19 A request to rezone from M-2 (Heavy Industrial) to C-2-PD (Planned Development Central Business District) for future commercial development.

LOCATION Corner of Newman Road and Cattleman Drive.

APPLICANT Samuel M. Coryell

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant	11.4 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	M-2
Land Use	Industrial	Industrial	Multi-family/Vacant	Industrial

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future industrial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Newman Rd.	Collector	65'
Cattleman Dr.	Private	N/A

UTILITIES Utilities are provided to the site.

FLOOD PLAIN This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The site as zoned M-2 is suitable for future industrial development. The M-2 district does permit the most intense industrial development and prohibits few uses. The Joplin Stockyard property used to occupy this site, but due to its intense use, moved out of town. In addition, recent residential developments near and on portions of this site have begun a transition away from industrial uses to more high density residential and commercial uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. The uses permitted in the C-2-PD zoning district will have negligent negative affect on nearby properties.

DISCUSSION

The applicant's request to rezone to a C-2-PD Planned Development Central Business District zone is not inappropriate for this property considering it is the intent of the developers to develop their site with dense multi-family units. The C-2-PD district has unique properties such as lower setback requirements and taller height restrictions that are appropriate for the applicant's proposed development as well as for this area in general. While not part of the Central Business District of Joplin, the Planned Development overlay allows the City Council the ability to approve site plans on this property so that the C-2 zoning district classification is not misused.

In addition, considering the property's frontage along Newman Road, a collector, a commercial use oriented toward this street is appropriate. Multi-family on this site is also appropriate, given the access points that this property has.

This property is subject to the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 039-19.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 10-18-19

Return Form to:
Planning / Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 039-19
Filing Fee: $500.00
Date Advertised: 10-27-19
Date Notices Sent 10-24-19
Public Hearing Date: 11-11-19

APPLICANT: Samuel M. Coryell and/or Assigns PHONE: 417-840-7946
ADDRESS: 1531 E. Bradford Parkway Suite 305 Springfield, MO ZIP: 65804
OWNER: Historic Stockyards Properties, LLC / Steve Owens, Managing Partner PHONE: 417-434-4986
ADDRESS: 550 W. High Street, Aurora MO ZIP: 64836
LOCATION/ADDRESS OF PROPERTY: Cattleman Drive
LEGAL DESCRIPTION: See survey attachment

Present Zoning M-2 Requested Zoning: C2-PD Acreage: 11.4 (See attached survery)
Present Use of Property: Vacant Land (5.91 of tract A will be for multifamily)

SURROUNDING LAND USE AND ZONING: See attachment: Historic Stockyard Overall

	Land Use	Zoning
North	By Zone	M2 - C3
South	By Zone	M2 - R1 - C3PD
East	By Zone	M2 - C3 - C2PD - C3PD
West	By Zone	M2

CHARACTER OF THE NEIGHBORHOOD: Mostly undeveloped with some distribution, Manufacturing, and Multi-family.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No, there are similar zoning districts and uses in the area.
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: Current zoning does not allow proposed Height and Density

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? Yes

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Cattlemen Drive - Private - w/ Ingress/Egress
2. Classification of Street(s):
   Arterial_____ Collector_____ Local _____
3. Right-of-Way Width: 60' Ingress/Egress
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR: NO

1. Appropriately Sized Lots?_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   - Electricity?_____
   - Gas?_____
   - Sewers?_____
   - Water?_____
5. Additional Comments:_____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

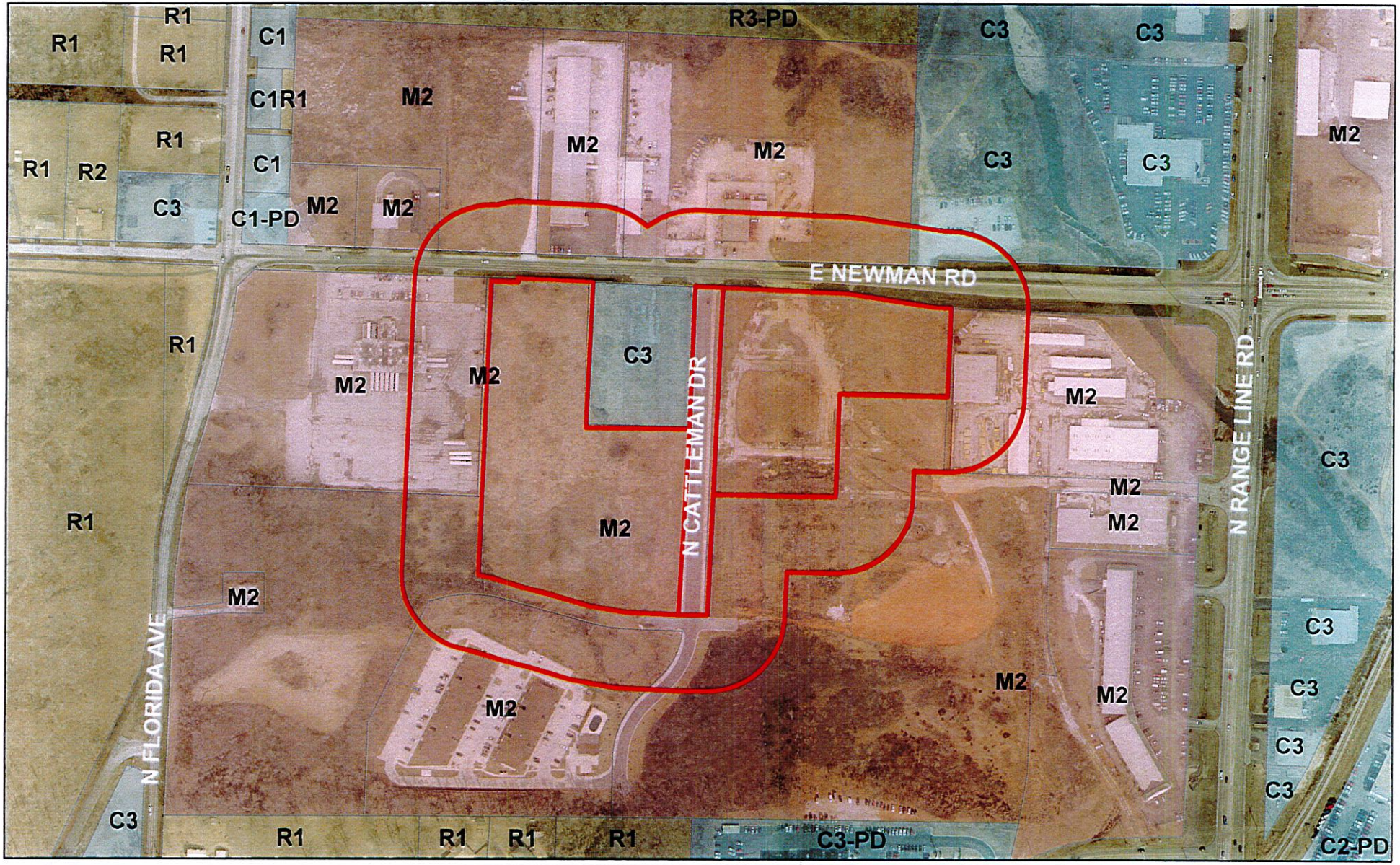
1. One copy of a legal description of the property proposed to be rezoned (deed or certified survey).
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: [signature] Assign/Agent DATE: October 15th 2019

BY: Samuel M. Coryell and/or Assigns

TITLE: Applicant

Case 039-19: Intersection of Newman Road and Cattleman Dr. - Rezone

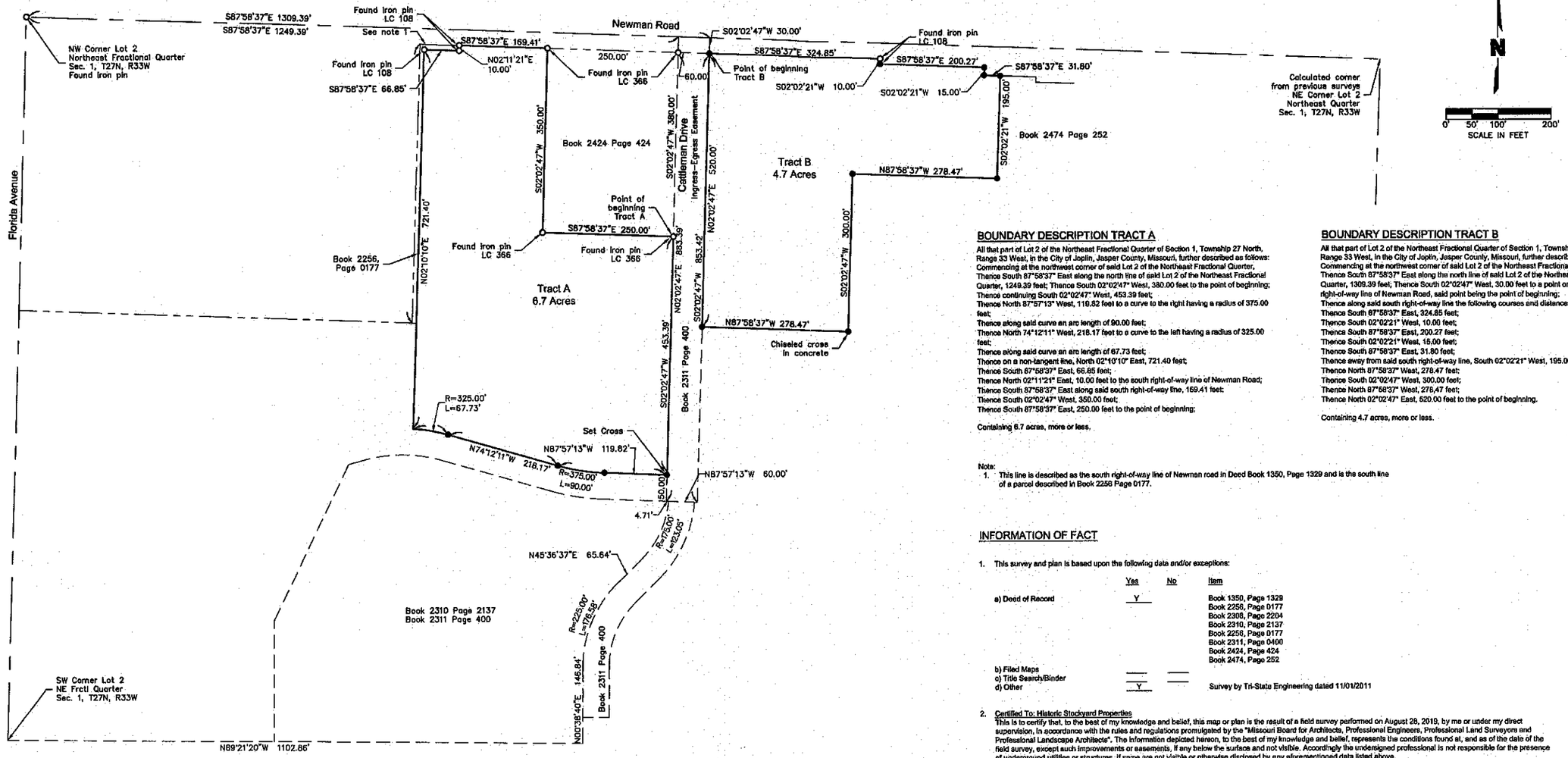


Case 039-19: Intersection of Newmand Road and Cattleman Dr. - A request to remove from District M-2 and include in District C-2-PD for the purpose of multi-family development - Samuel M. Coryell

0 125 250 500 750 1,000 Feet

N

HISTORIC STOCKYARDS PROPERTIES, LLC
SECTION 1, TOWNSHIP 27 NORTH, RANGE 33 WEST
CITY OF JOPLIN, JASPER COUNTY, MISSOURI



BOUNDARY DESCRIPTION TRACT A

All that part of Lot 2 of the Northeast Fractional Quarter of Section 1, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, further described as follows: Commencing at the northwest corner of said Lot 2 of the Northeast Fractional Quarter, Thence South 87°58'37" East along the north line of said Lot 2 of the Northeast Fractional Quarter, 1249.39 feet; Thence South 02°02'47" West, 380.00 feet to the point of beginning; Thence continuing South 02°02'47" West, 453.39 feet; Thence North 87°57'13" West, 119.82 feet to a curve to the right having a radius of 375.00 feet; Thence along said curve an arc length of 90.00 feet; Thence North 74°12'11" West, 218.17 feet to a curve to the left having a radius of 325.00 feet; Thence along said curve an arc length of 67.73 feet; Thence on a non-tangent line, North 02°10'10" East, 721.40 feet; Thence South 87°58'37" East, 66.85 feet; Thence North 02°11'21" East, 10.00 feet to the south right-of-way line of Newman Road; Thence South 87°58'37" East along said south right-of-way line, 169.41 feet; Thence South 02°02'47" West, 350.00 feet; Thence South 87°58'37" East, 250.00 feet to the point of beginning;

Containing 6.7 acres, more or less.

BOUNDARY DESCRIPTION TRACT B

All that part of Lot 2 of the Northeast Fractional Quarter of Section 1, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, further described as follows: Commencing at the northwest corner of said Lot 2 of the Northeast Fractional Quarter, Thence South 87°58'37" East along the north line of said Lot 2 of the Northeast Fractional Quarter, 1309.39 feet; Thence South 02°02'47" West, 30.00 feet to a point on the south right-of-way line of Newman Road, said point being the point of beginning; Thence along said south right-of-way line the following courses and distances; Thence South 87°58'37" East, 324.85 feet; Thence South 02°02'21" West, 10.00 feet; Thence South 87°58'37" East, 200.27 feet; Thence South 02°02'21" West, 15.00 feet; Thence South 87°58'37" East, 31.80 feet; Thence away from said south right-of-way line, South 02°02'21" West, 195.00 feet; Thence North 87°58'37" West, 278.47 feet; Thence South 02°02'47" West, 300.00 feet; Thence North 87°58'37" West, 278.47 feet; Thence North 02°02'47" East, 520.00 feet to the point of beginning.

Containing 4.7 acres, more or less.

Note:
1. This line is described as the south right-of-way line of Newman road in Deed Book 1350, Page 1329 and is the south line of a parcel described in Book 2256 Page 0177.

INFORMATION OF FACT

1. This survey and plan is based upon the following data and/or exceptions:

	Yes	No	Item
a) Deed of Record	Y		Book 1350, Page 1329 Book 2256, Page 0177 Book 2305, Page 2204 Book 2310, Page 2137 Book 2256, Page 0177 Book 2311, Page 0400 Book 2424, Page 424 Book 2474, Page 252
b) Filed Maps			
c) Title Search/Binder			
d) Other	Y		Survey by Tri-State Engineering dated 11/01/2011

2. Certified To: Historic Stockyard Properties
This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed on August 28, 2019, by me or under my direct supervision, in accordance with the rules and regulations promulgated by the "Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects". The information depicted hereon, to the best of my knowledge and belief, represents the conditions found at, and as of the date of the field survey, except such improvements or easements, if any below the surface and not visible. Accordingly the undersigned professional is not responsible for the presence of underground utilities or structures, if same are not visible or otherwise disclosed by any aforementioned data listed above.

3. This survey or plan is made for and certified to the parties named hereon for the purpose(s) stated. No other purpose is intended nor implied. The undersigned professional is neither responsible nor liable for the use of this plan beyond its intended purpose.

4. The use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the undersigned professional's knowledge, information and belief, and in accordance with the commonly accepted procedure consistent with the applicable standards of practice, and does not constitute a warranty or guarantee either expressed or implied.

5. Missouri Standards for Boundary Surveys Property Type: Urban

CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:

That I, Steven G. Lewis do hereby certify to Historic Stockyard Properties, that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson, Inc., August 28, 2019, and signed by Steven G. Lewis, P.L.S. 2514, and that the monuments and lot corner pins shown herein were placed under the personal supervision of Steven G. Lewis, P.L.S. 2514, in accordance with the current "Missouri Standards For Property Boundary Surveys".

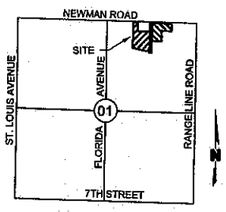
Steven G. Lewis, MO LS 2514
Olsson, MO LC 366

August 28, 2019
Date

Ingress-egress easement

All that part of Lot 2 of the Northeast Fractional 1/4 of Section 1, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, further described as follows:
Commencing at the Southwest Corner of said Lot 2 of the Northeast Fractional 1/4;
Thence South 89°21'20" East, 30.00 feet along the South Line of said Lot 2 to a point on the East Line of Florida Avenue;
Thence continuing South 89°21'20" East, 1072.85 feet along the South Line of said Lot 2;
Thence North 00°38'40" East, 146.84 feet to a curve to the right having a radius of 225.00 feet;
Thence along said curve an arc length of 178.58 feet;
Thence North 45°36'37" East, 65.64 feet to a curve to the left having a radius of 175.00 feet;
Thence along said curve an arc length of 123.05 feet;
Thence North 87°57'13" West, 4.71 feet to the point of beginning;
Thence North 02°02'47" East, 853.37 feet to a point on the South right-of-way line of Newman Road, from which point the northwest corner of said northeast fractional 1/4 bears North 02°01'23" East, 30.00 feet and North 87°58'37" West, 1249.39 feet;
Thence South 87°58'35" East, along said South right-of-way line of Newman Road, 60.00 feet;
Thence South 02°02'47" West, 853.42 feet;
Thence North 87°57'13" West, 60.00 feet to the point of beginning;

Containing 4.7 Acres more or less



SEC. 1, T-27-N, R-33-W
LOCATION MAP
SCALE: 1"=2000'

LEGEND
○ Found Iron Monument (As Noted)
● Set 1/2" Rebar w/Plastic Cap (unless otherwise noted)

PREPARED FOR	PREPARED BY
HISTORIC STOCKYARDS PROPERTIES, LLC 726 BRECKENRIDGE ROAD MT VERNON, MO 64712	OLSSON, INC. 702 SOUTH MAIN JOPLIN, MO 64802

BASIS OF BEARINGS
Grid North based on the Missouri Coordinate System of 1983, West Zone.

olsson
Olsson - Survey
Missouri Certificate of Authority #2514
702 S. Main Street
Joplin, MO 64801
TEL 417.781.0643 www.olsson.com

STATE OF MISSOURI
STEVEN G. LEWIS
2514
REGISTERED LAND SURVEYOR

REVISIONS

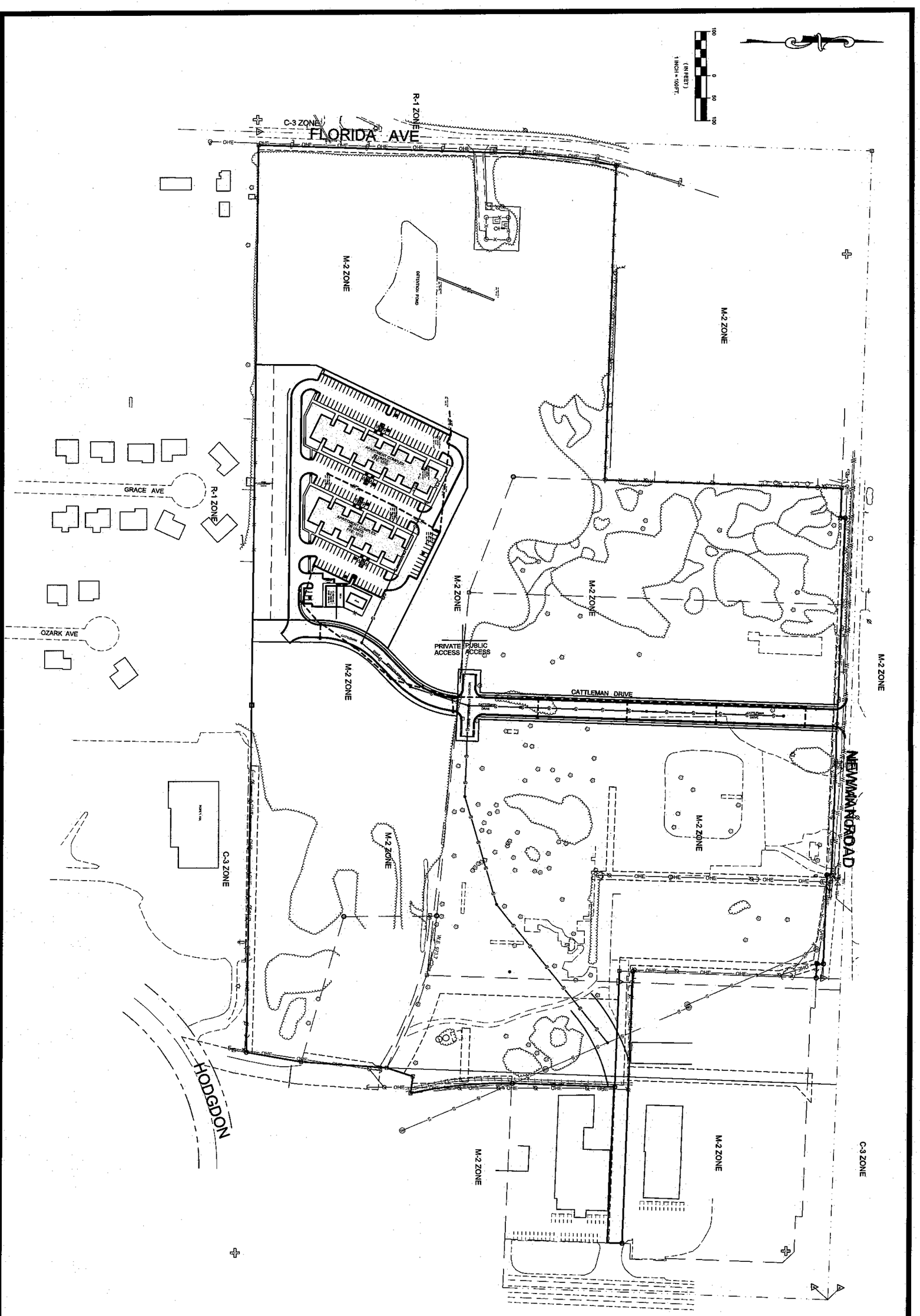
REV. NO.	DATE	REVISIONS DESCRIPTION	BY

HISTORIC STOCKYARD PROPERTIES
BOUNDARY SURVEY
SECTION 1, TOWNSHIP 27, NORTH, RANGE 33 WEST
JASPER COUNTY
JOPLIN, MISSOURI
2019

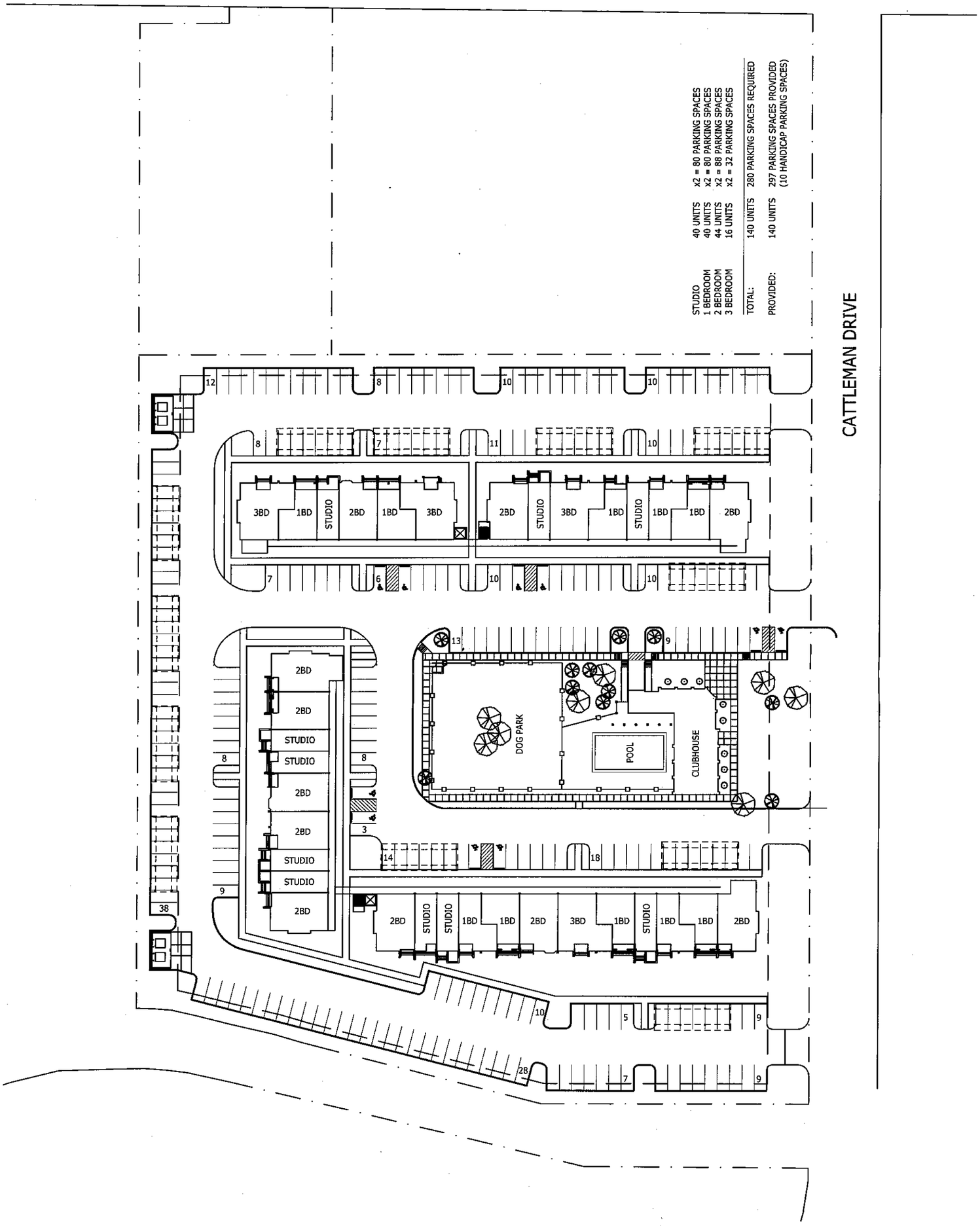
drawn by: DVH
checked by:
approved by:
QA/QC by:
project no.: 019-2688
drawing no.: V_TBLK_0192688
date: 8/6/19

SHEET 1 of 1

DWG: F:\2019\2501-3000\019-2688\40-Design\Survey\SRVY\Sheets\V_TBLK_0192688.dwg USER: dhenderson
DATE: Aug 28, 2019 1:05pm XREFS: V_XBNDY_0192688


FLORIDA AVE
C-3 ZONE
R-1 ZONE
M-2 ZONE
GRACE AVE
OZARK AVE
CATTLEMAN DRIVE
PRIVATE ACCESS
PUBLIC ACCESS
NEWMAN ROAD
HODGDON
C-3 ZONE
M-2 ZONE
R-1 ZONE
M-2 ZONE
M-2 ZONE
M-2 ZONE
M-2 ZONE
M-2 ZONE
M-2 ZONE
M-2 ZONE
C-3 ZONE
M-2 ZONE
M-2 ZONE
M-2 ZONE
M-2 ZONE
M-2 ZONE
M-2 ZONE
M-2

EAST NEWMAN ROAD



1A
A1.1

PROPOSED SITE PLAN

scale:

N

Coryell Joplin

Cattleman Drive
Joplin, MO

G:\19-xxx Coryell Joplin\01 Design Information\Prelim DWG Sketches\hdg_logo_text_RGB.jpg

P & Z Case 039-19
Samuel M. Coryell
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-283 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-2-PD property as described below and located Corner of Newman Road and Cattleman Drive, City of Joplin, Jasper County, Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-2-PD:

All that part of Lot 2 of the Northeast Fractional Quarter of Section 1, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, further described as follows: commencing at the Northwest corner of said Lot 2 of the Northeast Fractional Quarter, thence S87°58'37"E along the North line of said Lot 2 of the Northeast Fractional Quarter, 1249.39 feet; thence S02°02'47"W, 380.00 feet to the point of beginning; thence continuing S02°02'47"W, 453.39 feet; thence N87°57'13"W, 119.82 feet to a curve to the right having a radius of 375.00 feet; thence along said curve an arc length of 90.00 feet; thence N74°12'11"W, 218.17 feet to a curve to the left having a radius of 325.00 feet; thence along said curve an arc length of 67.73 feet; thence on a non-tangent line, N02°10'10"E, 721.40 feet; thence S87°58'37"E, 66.85 feet; thence N02°11'21"E, 10.00 feet to the South right-of-way line of Newman Road; thence S87°58'37"E along said South right-of-way line, 169.41 feet; thence S02°02'47"W, 350.00 feet; thence S87°58'37"E, 250.00 feet to the point of beginning, containing 6.7 acres, more or less; And all that part of Lot 2 of the Northeast Fractional Quarter of Section 1, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, further described as follows: commencing at the Northwest corner of said Lot 2 of the Northeast Fractional Quarter, thence S87°58'37"E along the North line of said Lot 2 of the Northeast Fractional Quarter, 1309.39 feet; thence S02°02'47" W, 30.00 feet to a point on the South right-of-way line of Newman Road, said point being the point of beginning; thence along said South right-of-way line the following courses and distances; thence S87°58'37"E, 324.85 feet; thence S02°02'21"W, 10.00 feet; thence S87°58'37"E, 200.27 feet; thence S02°02'21"W, 15.00 feet; thence S87°58'37"E, 31.80 feet; thence away from said South right-of-way line, S02°02'21"W, 195.00 feet; thence N87°58'37"W, 278.47 feet; thence S02°02'47"W, 300.00 feet; thence N87°58'37"W, 278.47 feet; thence N02°02'47"E, 520.00 feet to the point of beginning, containing 4.7 acres, more or less; And all that part of Lot 2 of the Northeast Fractional ¼ of Section 1, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, further described as follows: commencing at the Southwest corner of said Lot 2 of the Northeast Fractional ¼; thence S89°21'20"E, 30.00 feet along the South line of said Lot 2 to a point on the East line of Florida Avenue; thence continuing S89°21'20"E, 1072.85 feet along the South line of said Lot 2; thence N00°38'40"E, 146.84 feet to a curve to the right having a radius of 225.00 feet; thence along said curve an arc length

of 176.58 feet; thence N45°36’37”E, 65.64 feet to a curve to the left having a radius of 175.00 feet; thence along said curve an arc length of 123.05 feet; thence N87°57’13”W, 4.71 feet to the point of beginning; thence N02°02’47”E, 853.37 feet to a point on the South right-of-way line of Newman Road, from which point the Northwest corner of said Northeast Fractional ¼ bears North 02°01’23”E, 30.00 feet and N87°58’37”W, 1249.39 feet; thence S87°58’35”E, along said South right-of-way line of Newman Road, 60.00 feet; thence S02°02’47W, 853.42 feet; thence N87°57’13”W, 60.00 feet to the point of beginning; containing 4.7 acres more or less,.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-535 – Approving amendments to the Employee Manual for the voluntary migration of Tier II public safety employees from the pension plan to the LAGERS retirement system

MEETING DATE
December 2, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-535 Ordinance; Exhibit "A" Section 3.9, Exhibit "B" Section 3.12, Exhibit "C" Section 4.9, Exhibit "D" Fringe Benefits Sections (2), (3), (9), (11), (13) and (18)

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Dave Allgood; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill amends the Employee Manual for the voluntary migration of Tier II public safety employees from the pension plan to the LAGERS retirement system.

BACKGROUND
In late 2018, an internal work group began working on a recommendation to improve public safety recruiting and retention. The recommendation from the work group was as follows:

- Fund and close the pension plan to new hires
- Move new hires to the LAGERS retirement L-11 plan
- Allow Tier II employees the voluntary option to migrate to LAGERS

This plan required voter approval of a ½-cent sales tax dedicated for these purposes until the pension plan is either 120% funded or 12 years, whichever occurs first. Voters approved this tax on November 5, 2019. It is anticipated this tax will go into effect on April 1, 2020 with the first collections by the City in June.

There are many steps to implementing this plan. Currently, individual meetings are being held with each Tier II public safety employee to discuss and review their retirement plan options. Tier II employees must elect by January 31, 2020 to either remain in the pension plan or migrate to LAGERS. If a Tier II employee elects to migrate to LAGERS, under LAGERS rules the employee must be a new employee. As a result, employees making the election to migrate will voluntarily terminate their service with the City on February 28, 2020 and be rehired by the City on February 29, 2020.

Employees making this election will not forfeit any service-related benefits, such as vacation, sick leave, insurance benefits, and longevity pay. They also will not be required to serve additional probationary time. As a result, revisions to the Employee Manual are required to reflect this transition by public safety employees from the policemen's and firemen's pension plan to the LAGERS retirement system.

The Sections that are being revised are as follows:

- Amend Section 3.9 Rehire
- Amend Section 3.12 Probationary Period
- Add new Section 4.9 Prior Service Credit Benefit
- Amend Fringe Benefits Sections
    - (2) Annual Leave-Vacation
    - (3) Sick and Emergency Leave
    - (9) Group Hospital and Medical Benefits
    - (11) Retirement Programs
    - (13) Disability and Income Protection Plan
    - (18) Longevity Pay

The City's outside consultant assisting the internal work group with this plan rewrote the required sections of the Employee Manual, which was reviewed by the work group. The Personnel Board approved the revisions to the Employee Manual by a vote of 4-0-1 on November 21, 2019.

FUNDING SOURCE

This item is not applicable for this council bill.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

EXHIBIT "A"

3.9 REHIRE

When an employee resigns their employment with the City of Joplin and wishes to return to employment with the City, they are subject to the same original hire policy as all other applicants. Some pension and retirement plans may allow credit for years of prior service with the City, if certain conditions are met. However, the employee in all other matters shall be subject to the same employment status and procedures as other new hires. They are not entitled to any benefits, leave accruals, or credited years of service from the prior service time with the City, except as pursuant to applicable law. If an employee is rehired within one year of separation and the employee exceeds the minimum qualifications for the position, with the recommendation of the Department Head and the Director of Human Resources, the City Manager may approve any pay rate within the appropriate pay range not to exceed the amount attained at the time of separation.

All employees newly hired, promoted, reappointed, transferred or demoted shall serve a six months probationary period except that newly appointed public safety employees will serve a one-year probationary period. A Tier II Police or Fire employee, who elects to terminate on February 28. 2020 and be reinstated on February 29, 2020, shall have their probationary period waived upon reinstatement.

EXHIBIT "B"

3.12 PROBATIONARY PERIOD

The Probationary Period shall be an integral part of the screening process and shall be utilized for closely observing employee's work, for communicating with the employee about the work, for securing the most effective adjustment of a new, transferred, or promoted employee to the position.

1. Duration:

   a. Every person employed, re-employed, promoted, transferred to a different department, or demoted to any full-time, regular position with the City shall be required to complete a successful probationary period of at least six (6) continuous months.

   b. The probationary or qualifying period shall begin immediately upon employment to a position. The probation or qualifying time period may be extended for one (1) six (6) month period if deemed necessary by the department head.

   c. Consecutive time spent in an "acting" capacity prior to receiving an appointment to the same position and department shall be considered as time spent as a probationary employee in the position.

   d. An employee who is promoted or transferred to another department prior to completing a probationary period shall begin a new probationary period in the new position unless such a new probationary period would be shorter than the original probationary period. Any such employee shall have no grievance/appeal privileges until a probationary period is successfully completed in one classification.

   e. An employee whose position is re-classified will not be required to complete a new probationary period. An employee whose position is re-classified prior to completing a probationary period will not complete a new probationary period but shall be required to successfully complete the original probationary period.

   f. Any employee hired as a Police Officer Trainee shall begin the probationary period upon entering the Police Academy and throughout the field training process. Upon successful completion of field training and promotion to Police Officer II a new probationary period of six (6) months shall begin.

g. A change of assignment made by a department head shall not be subject to a probationary period.

h. A Tier II Police or Fire employee who elects to terminate on February 28, 2020 and reinstate on February 29, 2020 shall not be subject to a probationary period, unless the employee was in probationary status at the time of the reinstatement.

2. Removal

a. All probationary employees shall be considered part of the unclassified service as provided by Section 5.05 of the Joplin City Charter and shall have no grievance or appeal rights. At any time during the probationary period, the department head may remove an employee, if, in the department head's opinion, such employee is unable or unwilling to perform the duties of the position satisfactorily or if the employee's attitude, habits, performance or dependability do not merit continuation in the service. Prior to removal, the department head shall meet with the employee to discuss the issues noted by the department head. If, after such meeting, the department head believes that the employee does not merit continuation of service, such employee shall be removed immediately. An employee removed during the probationary or qualifying period cannot appeal such removal to the Personnel Board. Employees promoted or transferred into a position who do not successfully complete a probationary period shall be demoted into their previous or similar classification unless they are terminated.

3. Police Officer Certification

a. A probationary police officer shall not be retained in the position of full-time police officer unless the officer successfully completes the minimum certification requirements under the State of Missouri Peace Officers Standards and Training (POST) Program within one (1) year of employment.

4. Administration

a. Prior to the expiration of an employee's probationary period, the department head shall notify the Director of Human Resources in writing whether the services of the employee have been satisfactory and whether the department head desires to continue the employee in the position. A copy of such notice shall be given to the employee. Should the department head recommend the employee not be retained, the employee shall be removed from the position.

Employees who satisfactorily complete their probationary period shall be entitled to all rights and benefits applicable to such employee under the City Charter and Code, and shall be eligible for full grievance, appeal and fringe benefit privileges. Any service during the probationary period shall be credited to the employee's length of service for all purposes including but not limited to applicable pensions, longevity, vacation and other fringe benefits. Employees shall not be eligible for appeal privileges until completion of the probationary period.

b. Failure of the probationary employee's department to notify the Director of Human Resources as required shall not shorten the probationary period or prevent the department from discharging the employee or extending the employee's probationary period, but such action must occur prior to the scheduled expiration of the probationary period.

EXHIBIT "C"

4.9 PRIOR SERVICE CREDIT BENEFIT (Tier II to LAGERS migration)

In addition to any other compensation and benefits authorized by City ordinance, Fire and Police Department employees, hired after January 31, 2009 and prior to February 01, 2020 , who are active members of the City of Joplin Police and Fire Pension Plan (Tier II), and who voluntarily elect to terminate, reinstate and transition to the LAGERS L-11 retirement program are eligible to purchase all forfeited service credit, as earned as a Tier II employee if:

A) The employee elects to terminate, reinstate and transition to LAGERS between February 28 and 29, 2020; and
B) The employee becomes vested in LAGERS (normally five (5) years); and
C) The employee requests and remits to the City the written estimate to purchase the forfeited prior service as calculated by LAGERS no later than September 30, 2025, or six months following their LAGERS vesting date, whichever comes first; and
D) The employee remits 100% of the amount received from the Police and Fire Pension Plan from their return of contribution directly to LAGERS no later than September 30, 2025, or six months following their vesting date, whichever comes first, as their payment towards their purchase of all, or a portion of, their forfeited prior service credit.

If the employee elects to purchase the prior service credit as outlined above, then at the time of such purchase, the City shall remit to LAGERS, on behalf of the employee, 100% of the difference between the amount that LAGERS computes as the cost of the prior service credit and the amount that the employee received from the City of Joplin Police and Fire Pension Plan for their return of contribution upon termination as a Tier II eligible member. The City's payment is considered taxable compensation and payment by the City will be remitted to LAGERS on the employee's behalf.

If an employee elects to migrate under this section, they will be treated as having no break in or separation of service for any purpose other than pension benefit rights and eligibility.

EXHBIT "D"

FRINGE BENEFITS SECTION

2. ANNUAL LEAVE – VACATION

Vacation time is intended to benefit the employee and serve as a time of mental and physical refreshment; therefore, employees are encouraged to use their vacation time.

Vacations are determined for employees assigned to full or part time positions by length of continuous service. The following schedule will determine the number of hours earned per month, yearly, and accumulation totals. Annual leave may not be taken by new employees during the first six (6) months of their employment and shall be limited to one week during the remaining six (6) months of the year.

POLICE AND GENENRAL EMPLOYEES

LENGTH OF SERVICE	MONTHLY ACCRUALS	YEARLY ACCRUALS	DAYS ACCRUED	MAXIMUM ACCRUAL
0 - 9 years	6.67 hrs	80 hrs	10	160 hrs
9 - 14 years	10 hrs	120 hrs	15	240 hrs
Over 14 years	13.34 hrs	160 hrs	20	240 hrs

FIRE DEPARTMENT EMPLOYEES

LENGTH OF SERVICE	MONTHLY ACCRUALS	YEARLY ACCRUALS	DAYS ACCRUED	MAXIMUM ACCRUAL
0 - 9 years	10 hrs	120 hrs	5	240 hours
9 - 14 years	14 hrs	168 hrs	7	336 hours
Over 14 years	18.67 hrs	224 hrs	9.34	336 hours

Part-time employees who are employed throughout the year and work on a basis of one-half (1/2) a normal week shall receive vacation time proportioned to their average work week.

Upon separation from service for any cause, an employee shall be paid a lump sum payment for any accumulated vacation time with the final paycheck.

Vacation shall not be used to extend a date of retirement or termination date unless specifically approved by the City Manager.

Vacation leave and holiday leave may not be used for the same work shift.

Sick and Emergency Leave will not be substituted for scheduled vacation leave. The only exception will be employees who have a verifiable workers compensation injury and are under doctor's orders to remain off work. Employees who are on pre-approved vacation schedule and get injured on the job prior to the use of the vacation time to the extent that by doctor's orders they must remain off work during the period in which the vacation time was scheduled, may reschedule their annual vacation.

3. SICK AND EMERGENCY LEAVE

In all cases where applicable, leave will be subject to and designated by the City of Joplin as FMLA leave and counted against an eligible employee's FMLA leave entitlement. All situations which are eligible under the FMLA will be governed by the rules and regulations stated in section 3B (Fringe Benefits), FMLA. Only those situations which do not meet the eligibility requirements for the FMLA, will be governed by the Sick and Emergency Leave policy.

Sick leave with pay shall be granted to an employee only when the employee is unable to perform their duties due to the reason of personal sickness or injury; except an employee shall be granted sick leave for necessary medical, dental and optical examination and treatment provided that sick leave granted for such reasons shall not exceed the actual time necessary for examination or treatment.

An employee who is absent for a period of more than three (3) consecutive working days or consistently for shorter periods and requests sick leave to cover such absences may be required to furnish a doctor's certificate as a condition of granting, attesting to the fact that the employee's absence has been due to personal sickness or injury.
Employees will be allowed to use Sick Leave when there is illness in the family requiring the attendance of the employee. The employee may be required to furnish the employees immediate supervisor with a written reason of why the attendance was necessary. The list below shall be a description of the members of the family an employee will be allowed to use Sick Leave for. This list may be expanded in circumstances that would be impractical to deny the employee their attendance to the family member. The expansion of the list must be done a case by case basis and approved by the Personnel Director.

1. Spouse
2. Child
3. Parent
4. Brother/Sister (Emergency Only)

5. Father/Mother
6. Father/Mother-in-Law (Emergency Only)
7. Fiancé or Fiancée
8. Legal Guardian
9. Other persons who are dependent upon the employee for their care and maintenance

This shall include all step and half relatives for the above-mentioned family members.

Employees who use Sick Leave must notify their Supervisor prior to the beginning of each workday or as soon as possible thereafter. All regular full-time employees shall accrue sick leave at the rate of one (1) day for each month of service or major fraction thereof.

Part-time employees who are employed throughout the year and work on a basis of on half (1/2) a normal work week shall receive sick leave proportioned to their average work week.

When an employee is absent from work due to Sick or Emergency Leave, the employee's time off from work shall be charged to the employees accrued sick leave balance.

Temporary/seasonal and contract employees shall not accrue sick leave.

A seasonal/temporary employee who is retained as a regular full-time employee without a break in service shall accrue sick leave from date of temporary employment.

Sick Leave shall accrue from the date of full-time appointment or retroactive to date of employment for seasonal/temporary employees.

Unused sick leave shall be accumulated and available for an employee's future use.

On separation for the City's service, an employee shall not be entitled to receive reimbursement for accrued sick leave. A Tier II Police or Fire employee who elects to terminate on February 28, 2020 and reinstate on February 29, 2020 shall not forfeit their unused sick leave.

Any employee discovered misusing the sick leave privileges will be subject to discipline.

The minimum amount of Sick Leave to be charged shall be one (1) working hour. Sick Leave shall not be used to extend the date of retirement.

9. GROUP HOSPITAL AND MEDICAL BENEFITS

The City of Joplin will provide health benefits to full time regular employees and their dependents and part time employees and dependents who do not have a break in service and average thirty (30) hours per week through policies purchased either from a commercial insurance carrier, or through a self-funding program. Coverage begins on the

first day of the month following one (1) complete month of City employment. Individual employee premiums are paid in full by the City of Joplin. Dependent premiums will be paid monthly in advance and in full by the employee. Other health benefits may be available as described in the Flexible Benefit Plan and may be purchased by the employee. A Tier II Police or Fire employee who elects to terminate on February 28, 2020 and reinstate on February 29, 2020 will not have a break in service for purposes of Group Hospital and Medical benefits coverage and eligibility.

11. RETIREMENT PROGRAMS

A. Missouri Local Government Employees Retirement Systems (LAGERS) The City of Joplin participates in the LAGERS pension system and employee participation is mandatory for the following employees:

General Employees, who are not part-time/temporary working less than 1500 hours annually, will be enrolled in the LAGERS L-6 pension plan.

Sworn Police Employees and Uniformed Fire Employees hired on or after February 1, 2020, who are not part-time/temporary working less than 1500 hours annually, will be enrolled in the LAGERS L-11 pension plan.

Eligibility begins on the first date of employment. Additional information, including the plan provisions, can be reviewed at www.molagers.org

B. CITY OF JOPLIN SWORN POLICE OFFICERS AND FIREFIGHTERS PENSION PLAN

This plan is mandatory for all sworn Tier I Police Officers and Firefighters of the Joplin Police and Fire Departments and Tier II Police Officers and Firefighters of the Joplin Police and Fire Departments who elect not to transition to LAGERS on February 29, 2020. This plan was frozen to new hires effective February 01, 2020. Eligibility begins on the first day of employment. Additional information regarding the plan and the plan provisions are available on the City's intranet.

13. DISABILITY AND INCOME PROTECTION PLANS

A. LAGERS

LAGERS provides a non-duty and duty disability benefit for eligible employees. LAGERS also provides a duty death benefit. Eligibility and plan provisions can be reviewed at www.molagers.org

B. POLICE AND FIRE PENSION PLAN

The Police and Fire Pension Plan provides a non-duty and duty disability benefit for eligible employees. The Police and Fire Pension Plan also provides a non-duty and duty death benefit. Eligibility and plan provisions can be reviewed on the City's intranet.

C. LONG TERM DISABILITY PLAN

The City of Joplin provides a long-term disability benefit for all employees eligible for LAGERS. The Police and Fire Pension Plan also provides a long-term disability benefit for all employees covered by the Pension Plan. Details regarding plan benefits, eligibility, and other plan provisions can be found on the City's intranet.

18. LONGEVITY PAY

Longevity pay shall be for full-time employees based exclusively on years of unbroken continuous service. Continuous service shall be defined as uninterrupted period of service with the City that is not marked by resignation, dismissal, reduction of work force, unauthorized or unexcused absenteeism, or similar circumstances. A Tier II Police or Fire employee who elects to terminate on February 28, 2020 and reinstate on February 29, 2020 will not have a break in service for purposes of Longevity Pay.

Compensation for the number of years of service shall commence from the date of employment of the last unbroken period of employment for the number of years serviced set forth as follows:

1. Employees with an annual base salary excluding longevity of less than $30,000:

After 5 years through 10 years	$ 300 per year
After 10 years through 15 years	$ 600 per year
After 15 years through 20 years	$ 900 per year
After 20 years through 25 years	$1,200 per year
After 25 years through 30 years	$1,500 per year
After 30 years through 35 years	$1,800 per year
Each 5 year period thereafter, an additional	$ 300 per year

2. Employees with an annual base salary excluding longevity of $30,000 or greater:

After 5 years through 10 years	1% of annual salary
After 10 years through 15 years	2% of annual salary
After 15 years through 20 years	3% of annual salary
After 20 years through 25 years	4% of annual salary
After 25 years through 30 years	5% of annual salary
After 30 years through 35 years	6% of annual salary
Each 5 year period thereafter, an additional	1% of annual salary

COUNCIL BILL NO. 2019-535 ORDINANCE NO.

AN ORDINANCE amending the City of Joplin Employee Manual, Policy Section 3.9 Rehire, Section 3.12 Probationary Period, Section 4.9 Prior Service Credit Benefit and Fringe Benefits Sections (2), (3), (9), (11), (13) and (18).

WHEREAS, the voters of the City of Joplin approved a ½-cent sales tax dedicated to close the pension plan to new hires and transition public safety employees to LAGERS; and,

WHEREAS, Tier II public safety employees currently under the policemen's and firemen's pension plan have the voluntary option to migrate to LAGERS on February 29, 2020; and,

WHEREAS, LAGERS requires said employees to be new hires, which requires Tier II employees to terminate service and then be reinstated by the City of Joplin without forfeiting any service related benefits; and,

WHEREAS, the Employee Manual requires revisions to address this migration from the pension plan to LAGERS; and,

WHEREAS, the Personnel Board has reviewed and approved the changes to Section 3.9, 3.12, 4.9 and the Fringe Benefits Sections; and,

WHEREAS, the City Manager has reviewed the revisions to the Policies and has recommended these changes to the Council as stated; and,

WHEREAS, the City Council desires to adopt the needed changes to the Employee Manual for those Tier II employees electing to voluntarily migrate to LAGERS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the City of Joplin Employee Manual, Rules and Regulations, Section 3.9, Rehire, attached hereto as "Exhibit A", be amended to include the changes required for the migration of Tier II public safety employees to the LAGERS retirement system.

Section 2. That the City of Joplin Employee Manual, Rules and Regulations, Section 3.12, Probationary Period, attached hereto as "Exhibit B", be amended to include the changes required for the migration of Tier II public safety employees to the LAGERS retirement system.

Section 3. That the City of Joplin Employee Manual, Rules and Regulations, Section 4.9, Prior Service Credit Benefit, attached hereto as "Exhibit C", be added to include the changes required for the migration of Tier II public safety employees to the LAGERS retirement system.

Section 4. That the City of Joplin Employee Manual, Rules and Regulations, Fringe Benefits Sections (2) Annual Leave-Vacation, (3) Sick and Emergency Leave, (9) Group Hospital and Medical Benefits, (11) Retirement Programs, (13) Disability and Income Protection Plan, and

(18) Longevity Pay, attached hereto as "Exhibit D", be amended to include the changes required for the migration of Tier II public safety employees to the LAGERS retirement system.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2019.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-536 – Adopting the LAGERS retirement system for public safety employees effective February 1, 2020

MEETING DATE
December 2, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-536 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Dave Allgood; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill adopts the LAGERS retirement system for public safety employees hired on or after February 1, 2020.

BACKGROUND
In late 2018, an internal work group began working on a recommendation to improve public safety recruiting and retention. The recommendation from the work group was as follows:

- Fund and close the pension plan to new hires
- Move new hires to the LAGERS retirement L-11 plan
- Allow Tier II employees the voluntary option to migrate to LAGERS

This plan required voter approval of a ½-cent sales tax dedicated for these purposes until the pension plan is either 120% funded or 12 years, whichever occurs first. Voters approved this tax on November 5, 2019. It is anticipated this tax will go into effect on April 1, 2020 with the first collections by the City in June.

The council bill approves an ordinance for the City to participate in the LAGERS retirement system for public safety employees hired on or after February 1, 2020. Public safety employees will be covered by the L-11 plan option, with the following main components:

- 2.5% benefit multiplier
- Not covered by social security
- Eligible to receive full retirement benefit at age 55
- No employee contribution

The City received a final cost as a percentage of payroll for the police employees and the fire

employees. The City's cost for police will be 16.4%, while fire will be 19.8%. Over the next two years, $2 million of the ½-cent sales tax will be sent to LAGERS to decrease this cost as a percentage of pay. As a result, the percentage of payroll cost will decrease over at least the next two years.

FUNDING SOURCE

This item is not applicable for this council bill.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2019-536 ORDINANCE NO.

AN ORDINANCE adopting the Missouri Local Government Employees Retirement System (LAGERS) L-11 plan for public safety employees of the City of Joplin hired on or after February 1, 2020, in accordance with RSMo. Sections 70.600 through 70.755; and, setting a date when this ordinance shall become effective.

WHEREAS, the voters of the City of Joplin approved a ½-cent sales tax dedicated to close the pension plan to new hires and transition public safety employees to LAGERS; and,

WHEREAS, the Council of the City of Joplin, Missouri, desires to include its eligible Police and Fire Department employees in the retirement system provided by the Missouri Local Government Employees Retirement System (LAGERS), pursuant to the provisions of Sections 70.600 through 70.755, RSMo.; and,

WHEREAS, the City Council of the City of Joplin, Missouri understands that by covering its eligible Police and Fire Department employees in LAGERS, the Council of the City of Joplin, Missouri is accepting the legal obligation to fully fund the elected benefits now, and, in the future and that it will be financially able to do so; and,

WHEREAS, the City Administration duly requested an actuarial evaluation of the proposed LAGERS Benefit Program and the same has been on file with the City Clerk since November 18, 2019, in accordance with Section 105.675 RSMo.; and,

WHEREAS, the City Council desires to adopt the LAGERS retirement system for Police and Fire Department employees effective February 1, 2020.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That it is declared to be the policy of the City of Joplin, a political subdivision as defined by section 70.600 RsMo., to consider as eligible for coverage Police and Fire Department employees hired on or after February 1, 2020 who are eligible by state law.

Section 2. That all Police and Fire Department employees hired on or after February 1. 2020 and declared to be eligible, who have 1,500 or more hours of annual employment, shall be covered under Benefit Program L-11 (2.50%).

Section 3. That the final average salary for each employee shall be determined on the basis of a sixty (60) consecutive month period.

Section 4. That contributions to LAGERS of 0% total gross wages shall be required from all eligible employees.

Section 5. That all qualified employment after the effective date shall be considered membership service, as defined in 70.600(15) RSMo.

Section 6. That employee retirement benefits shall be based on the "minimum service retirement age", in accordance with the provisions of section 70.600(16) RSMo.

Section 7. That the Finance Director is hereby directed to deduct from the wages and salaries of each eligible Police and Fire Department employee member, the contributions, if any, required by Section 70.705 RSMo. and to remit the deductions to LAGERS, together with the employer contributions required by Section 70.705 and 70.750 RSMo.

Section 8. That the City Council of the City of Joplin agrees to hold LAGERS harmless from any liability with respect to this transaction, apart from those obligations imposed on LAGERS by sections 70.600 – 70.755 RSMo., provided the transaction is completed according to the terms contained herein.

Section 9. That the City Manager of the City of Joplin is hereby authorized and directed to take all actions, sign all documents, and to do any and all things and take any and all actions required to place the foregoing ordinance into effect, including the revision of any relevant ordinances and resolutions of the City of Joplin which shall be promptly submitted to the City Council for approval.

Section 10. That remittances and other required reports and records shall be forwarded to LAGERS in accordance with administrative guidelines established by officials of LAGERS.

Section 11. That this ordinance shall become effective on February 1, 2020.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2019.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-537 – Amending Policemen's and Firemen's Pension Plan to close the plan to new hires effective February 1, 2020

MEETING DATE
December 2, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-537 Ordinance; Exhibit A-Restated Pension Plan; Proposed Plan Changes Summary

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill amends the Policemen's and Firemen's Pension Plan to close the plan to new hires effective February 1, 2020.

BACKGROUND
In late 2018, an internal work group began working on a recommendation to improve public safety recruiting and retention. The recommendation from the work group was as follows:

- Fund and close the pension plan to new hires
- Move new hires to the LAGERS retirement L-11 plan
- Allow Tier II employees the voluntary option to migrate to LAGERS

This plan required voter approval of a ½-cent sales tax dedicated for these purposes until the pension plan is either 120% funded or 12 years, whichever occurs first. Voters approved this tax on November 5, 2019. It is anticipated this tax will go into effect on April 1, 2020 with the first collections by the City in June.

The council bill amends the language in the Pension Plan to close the plan to new hires effective February 1, 2020. The following sections are being amended:

1. Section 1.13-Covered Employee
2. Section 1.14-Credited Service
3. Section 2.1-Eligibility
4. Section 2.2-Participation
5. Section 2.4-Reemployment of a Former Participant
6. Section 6.2-Employer Contributions

A summary of the plan changes is attached for your review. The Board of Trustees of the Pension Board submitted the amendments to the qualified participants and held an official election from July 15 to August 9, 2019. The membership voted 211 in favor and 5 against the proposed pension plan amendments.

Any change to the Policemen's and Firemen's Pension Plan must be approved by the membership through an election and ratified by the City Council in an ordinance.

FUNDING SOURCE
This item is not applicable for this council bill.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

JOPLIN POLICE & FIRE PENSION PLAN

SUMMARY OF PROPOSED PLAN CHANGES

1. Section 1.13-Covered Employee

   Proposed Sentence-shall mean an Employee who is employed in covered employment.

   Current Sentence-shall mean a person employed in covered employment and thereby eligible to participate in this Plan.

2. Section 1.14-Credited Service

   Proposed Sentence-shall mean the total time in complete and fractional years (based on the number of complete months) during which the Employee is a Covered Employee and a Participant and makes the contribution required in Section 6.1.

   Current Sentence- shall mean the total time in complete and fractional years (based on the number of complete months) during which the Employee is a Covered Employee and makes the contribution required in Section 6.1.

3. Section 2.1-Eligibility

   Proposed Sentence-Each Covered Employee whose employment or reemployment began prior to February 1, 2020 was eligible to become a Participant upon satisfaction of the requirements for employment in his or her position as stipulated by the City.

   Current Sentence- Each Covered Employee shall become a Participant in the Plan upon satisfaction of the requirements for employment in his or her position as stipulated by the City.

4. Section 2.2-Participation

   Proposed Sentences-Subject to Section 2.4, all Participants in the Plan on the Restatement Effective Date shall continue to be Participants. No other Employee shall become a Participant in the Plan.

   Current Sentences- All Participants in the Plan on the Restatement Effective Date shall continue to be Participants. Each other Employee shall automatically become a Participant in the Plan in accordance with Section 2.1. Each Participant whose employment has been terminated and later resumes employment, shall participate in the Plan in accordance with Section 2.4.

5. Section 2.4 Subsection A-Reemployment of Former Participant

   Proposed Sentence-In the event a Participant terminated employment and was later reemployed as a Covered Employee prior to February 1, 2020, participation in the Plan resumed immediately upon reemployment. If the Covered Employee

did not have at least 20 years of Credited Service at the time of his termination of employment, but was reemployed prior to February 1, 2020 before incurring a Break-in-Service, then upon his reemployment his Credited Service earned prior to termination of employment shall be taken into account for purposes of Section 3.1, provided that Covered Employee repays to the Plan an amount equal to the amount paid to him by the Plan upon his termination of employment, plus interest at the rate of one-half of one percent (.5%) per month from the date of the Plan's payment to the date of repayment.

Current Sentence- In the event a Participant terminates employment and is later reemployed as a Covered Employee, participation in the Plan shall begin immediately upon reemployment. If the Covered Employee did not have at least 20 years of Credited Service at the time of his termination of employment, but is reemployed before incurring a Break-in-Service, then upon his reemployment his Credited Service earned prior to termination of employment shall be taken into account for purposes of Section 3.1, provided that Covered Employee repays to the Plan an amount equal to the amount paid to him by the Plan upon his termination of employment, plus interest at the rate of one-half of one percent (.5%) per month from the date of the Plan's payment to the date of repayment.

6. Section 2.4 Subsection C-Reemployment of Former Participant

   Proposed Sentence-Notwithstanding anything to the contrary, if a Covered Employee terminated employment and his date of reemployment is on or after February 1, 2020, such Employee shall not be eligible to resume participation in the Plan upon reemployment.

   Current Sentence-Not Applicable

7. Section 6.2-Employer Contributions

   Proposed Section- The City shall make monthly contributions to the Plan equal to the net amount after reduction for the priorities described below from the one-half cent (½ ¢) general sales tax approved by voters in the November 2019 election, which will expire upon the earlier of 12 years after enactment, or the date that the Plan's actuary certifies that the Plan is 120% funded. The priorities referred to in the preceding sentence are the following:

   (A) the amount needed to contribute to the Missouri Local Government Employees Retirement System ("LAGERS") $1,000,000 per Plan Year for two (2) consecutive Plan Years beginning November 1, 2019, for a total of $2,000,000.

   (B) The amount needed for each former Participant hired after January 31, 2009 (a "Tier II Participant"), along with such Tier II Participant's

Accumulated Employee Contributions, to purchase under LAGERS the number of years and months of Credited Service the Tier II Participant forfeited by terminating employment with the City in order to join LAGERS. For example, suppose that a Tier II Participant had 8 years and 3 months of Credited Service when the Tier II Participant terminated employment with the City to join LAGERS. Suppose further that the cost for such Tier II Participant to purchase 8 years and 3 months of service under LAGERS is $75,000, and the Tier II Participant is refunded the amount of $50,000 for his Accumulated Employee Contributions. The amount of the priority under this paragraph (B) would be $25,000.

For example, suppose that the sales tax generates a total of $6.5 million each Plan Year until it expires, for an average of approximately $541,667 per month. Such gross amount would be reduced by approximately $83,333 per month for two years for the payments to LAGERS described in paragraph (A), and by an additional $83,333 per month for five years for the payments described in paragraph (B). Therefore, the average monthly payment for the two Plan Years beginning November 1, 2019 and November 1, 2020 would be approximately $375,000, the average monthly payment for the three Plan Years beginning November 1, 2021, 2022, and 2023 would be approximately $458,333, and the average monthly payment for the remaining during of the sales tax would be approximately $541, 667.

During the period that such general sales tax is in effect, if the Plan is less than 70% funded as determined by the Plan's actuary, and if the aggregate contribution funded by such tax for any Plan Year is less than the actuarial contribution rate for the City set forth in the Actuarial Valuation for the Plan Year, then the City shall make an additional contribution equal to such shortfall.

If during the period after such general sales tax is in effect, the Plan is not fully (100%) funded as determined by the Plan's actuary, then the City shall be responsible for making contributions in the amounts determined by the Plan's actuary to make the Plan fully funded.

If the City becomes more than 30 days delinquent in any of its obligations, the City will be notified in writing by the trustees of the delinquency. The City shall catch-up fully on any delinquent obligations within 60 days after notification in writing by the trustees. If the City fails to catch-up fully within those 60 days, the City shall pay any past due obligation, plus interest at the statutory rate, per §408.020 RSMo., currently nine percent. If the City is delinquent 60 days after written notice of delinquency by the trustees, then the trustees may pursue any course of action deemed necessary and may pursue any and all remedies that the trustees may have, in law or equity, including suit in a court of competent jurisdiction.

Current Section- The City shall make biweekly contributions to the Plan equal to the City's contribution rate as calculated by the Plan's actuary.

For purposes of determining the City's contribution rate as calculated by the Plan actuary in this section, the Plan actuary shall utilize accepted actuarial methods and principles, consistent with actuarial assumptions approved by the Trustees. The Actuarial Valuation should be completed no later than 90 days after the Plan year end. The actuarial contribution rate for the City set forth in the Actuarial Valuation will be effective at the beginning of the following Plan Year immediately following completion of the Actuarial Valuation for the prior Plan Year (e.g. the rate set forth in the Actuarial Valuation for the year ended October 31, 2015 will be effective for the Plan Year beginning November 1, 2016).

If the City becomes more than 30 days delinquent in any of its obligations, the City will be notified in writing by the trustees of the delinquency. The City shall catch-up fully on any delinquent obligations within 60 days after notification in writing by the trustees. If the City fails to catch-up fully within those 60 days, the City shall pay any past due obligation, plus interest at the statutory rate, per §408.020 RSMo., currently nine percent. If the City is delinquent 60 days after written notice of delinquency by the trustees, then the trustees may pursue any course of action deemed necessary and may pursue any and all remedies that the trustees may have, in law or equity, including suit in a court of competent jurisdiction.

POLICEMEN'S AND FIREMEN'S PENSION PLAN OF THE CITY OF JOPLIN, MISSOURI

Amended and Restated Effective February 1, 2020 by Ordinance No. 2019-___

POLICEMEN'S AND FIREMEN'S PENSION PLAN
OF THE CITY OF JOPLIN, MISSOURI

Effective January 1, 1947, the City Council of the City of Joplin established the Policemen's and Firemen's Pension Plan (the "Plan") pursuant to Ordinance Number 19655 adopted on the 17th day of September, 1946, for the benefit of salaried members of the organized police and fire departments.

The Plan has since been amended by Ordinance Number 26598, adopted March 20, 1972; Ordinance Number 27283 adopted December 2, 1974; Ordinance Number 77-172 adopted December 28, 1977; Ordinance Number 93-162 adopted October 18, 1993; Ordinance Number 93-207 adopted December 20, 1993; Ordinance Number 99-056 adopted April 19, 1999; Ordinance Number 99-165 adopted October 18, 1999; Ordinance Number 2000-023 adopted February 21, 2000; Ordinance Number 2002-063 adopted February 4, 2002; Ordinance No. 2009-001 adopted January 5, 2009, Ordinance No. 2012-159 adopted September 24, 2012, Ordinance No. 2013-068 adopted May 1,2013, Ordinance No. 2014-012 adopted January 21, 2014, Ordinance No. 2015-210 adopted December 7, 2015 and Ordinance No. 2016-123 adopted August 15, 2016.

The purpose of the Plan continues to be to provide retirement and disability benefits for eligible employees who become Participants in the Plan and Death Benefits for Beneficiaries of deceased Participants, but limited to those who qualify herein in accordance with the terms and conditions hereinafter set forth. Pursuant to Ordinance No. 2019-___ adopted _____ ___, 2019, the Plan is closed to any employee whose day of employment or reemployment is on or after February 1, 2020.

TABLE OF CONTENTS

SECTION I ***DEFINITIONS*** **I-1**

1.1 ACCUMULATED EMPLOYEE CONTRIBUTIONS I-1
1.2 ADMINISTRATOR I-1
1.3 ANNIVERSARY DATE I-1
1.4 AVERAGE MONTHLY COMPENSATION I-1
1.5 BENEFICIARY I-1
1.6 BENEFIT PAYMENT COMMENCEMENT DATE I-1
1.7 BOARD OF TRUSTEES I-2
1.8 BREAK-IN-SERVICE I-2
1.9 CITY I-2
1.10 CODE I-2
1.11 COMPENSATION I-2
1.12 CONTRIBUTIONS I-3
1.13 COVERED EMPLOYEE I-3
1.14 CREDITED SERVICE I-3
1.15 EARLY RETIREMENT DATE I-4
1.16 ELIGIBLE SPOUSE I-4
1.17 EMPLOYEE I-4
1.18 EMPLOYEE CONTRIBUTIONS I-4
1.19 NORMAL RETIREMENT AGE I-4
1.20 NORMAL RETIREMENT DATE I-5
1.21 PARTICIPANT I-5
1.22 PLAN I-5
1.23 PLAN YEAR I-5
1.24 RESTATEMENT EFFECTIVE DATE I-5
1.25 QUALIFIED CHILD OR QUALIFIED CHILDREN I-5
1.26 TRUST AGREEMENT I-5
1.27 TRUST FUND I-5
1.28 TRUSTEES I-5

SECTION II ***ELIGIBILITY AND PARTICIPATION*** **II-1**

2.1 ELIGIBILITY II-1
2.2 PARTICIPATION II-1
2.3 TERMINATION OF ELIGIBILITY II-1
2.4 REEMPLOYMENT OF FORMER PARTICIPANT II-1

SECTION III ***RETIREMENT DATES AND BENEFITS*** **III-1**

3.1 NORMAL RETIREMENT III-1
3.2 EARLY RETIREMENT III-2
3.3 BENEFIT ADJUSTMENTS FOR CERTAIN RETIREES III-2
3.4 BENEFITS OF REEMPLOYED RETIREES III-2
3.5 TERMINATION OF EMPLOYMENT III-2
3.6 NORMAL FORM OF BENEFIT PAYMENT III-2

3.7 MAXIMUM BENEFIT LIMITATION III-3
3.8 APPLICABLE BENEFIT PROVISIONS III-5
3.9 FURTHER DISTRIBUTION REQUIREMENTS III-5
3.10 OFFSET FOR WORKER'S COMPENSATION III-6
3.11 RETURN OF EMPLOYEE CONTRIBUTIONS III-6

SECTION IV ***DEATH BENEFITS*** **IV-1**
4.1 DUTY DEATH BENEFIT IV-1
4.2 NON-DUTY DEATH BENEFIT IV-1
4.3 SURVIVOR'S BENEFITS IV-2
4.4 DEATH OF PARTICIPANT WITH NO SPOUSE OR CHILDREN IV-3
4.5 CONTINUATION OF BENEFITS TO QUALIFIED CHILDREN IV-3

SECTION V ***DISABILITY BENEFITS*** **V-1**
5.1 DUTY DISABILITY BENEFIT V-1
5.2 NON-DUTY DISABILITY BENEFIT V-1
5.3 DETERMINATION OF DISABILITY V-2
5.4 PROOF OF CONTINUING DISABILITY V-3
5.5 OFFSET FOR DISABILITY INSURANCE V-4

SECTION VI ***CONTRIBUTIONS*** **VI-1**
6.1 REQUIRED PARTICIPANT CONTRIBUTIONS VI-1
6.2 EMPLOYER CONTRIBUTIONS VI-1

SECTION VII ***MANAGEMENT AND ADMINISTRATION*** **VII-1**
7.1 PARTIES TO THE PLAN VII-1
7.2 GENERAL FIDUCIARY DUTIES VII-1
7.3 RESPONSIBILITIES OF THE CITY VII-1
7.4 BOARD OF TRUSTEES VII-1
7.5 ADMINISTRATIVE POWERS, DUTIES AND RESPONSIBILITIES VII-3
7.6 CLAIMS PROCEDURE VII-4

SECTION VIII ***TRUST FUND AND TRUSTEE*** **VIII-1**
8.1 BASIC RESPONSIBILITIES OF THE TRUSTEE VIII-1
8.2 INVESTMENT POWERS AND DUTIES OF THE TRUSTEE VIII-1
8.3 OTHER POWERS OF THE TRUSTEE VIII-2
8.4 DUTIES OF THE TRUSTEE REGARDING PAYMENTS VIII-4

SECTION IX ***AMENDMENT AND TERMINATION*** **IX-1**
9.1 AMENDMENT OF THE PLAN IX-1
9.2 TERMINATION OF THE PLAN IX-1

SECTION X ***MISCELLANEOUS*** **X-1**
10.1 HEADINGS X-1
10.2 CONSTRUCTION X-1
10.3 SPENDTHRIFT CLAUSE X-1
10.4 LEGALLY INCOMPETENT X-1
10.5 COMPLIANCE WITH APPLICABLE LAWS X-2
10.6 NOT A CONTRACT OF EMPLOYMENT X-2
10.7 INDEMNITY X-2
10.8 FORFEITURE OF BENEFITS X-2

SECTION XI ***RESTATEMENT EFFECTIVE DATE*** **XI-1**

SECTION I

DEFINITIONS

1.1 ACCUMULATED EMPLOYEE CONTRIBUTIONS

shall mean the mandatory contributions made by the Participant pursuant to Section 6.1. Lump sum payments by the Plan of Accumulated Employee Contributions are made without interest.

1.2 ADMINISTRATOR

shall mean the Board of Trustees as elected or appointed pursuant to Section 7.4, which shall administer the Plan in accordance with the terms of Section VII.

1.3 ANNIVERSARY DATE

shall mean November 1 of each year.

1.4 AVERAGE MONTHLY COMPENSATION

shall mean the Compensation of a Participant during the highest thirty six (36) consecutive months out of the last sixty (60) consecutive months immediately preceding retirement, divided by thirty six (36). If the Participant does not have thirty six (36) months in which Compensation was received, the average shall be based on the actual period (in months and days) in which Compensation was received. If the Participant has a Break-in-Service so that there are not thirty six (36) consecutive months of Compensation out of the sixty (60) months immediately preceding retirement, the last thirty six (36) months of Compensation shall be averaged, even if not consecutive.

1.5 BENEFICIARY

shall mean an Eligible Spouse, or Qualified Child(ren) who is (are) entitled to receive the benefits which are payable under the Plan upon or after the death of a Participant.

1.6 BENEFIT PAYMENT COMMENCEMENT DATE

shall mean the first day of the first period for which a benefit is payable under the Plan.

1.7 BOARD OF TRUSTEES

shall mean the individuals described in Section 7.4 responsible for the administration of the Plan and investment of Trust assets pursuant to Sections VII and VIII of the Plan.

1.8 BREAK-IN-SERVICE

shall occur when a Participant voluntarily terminates his employment and is not reemployed within one (1) year of such termination. An approved leave of absence shall not be considered a Break-In-Service if the Employee returns to work at the expiration of the approved leave.

1.9 CITY

shall mean the City of Joplin, Missouri, which is the Plan sponsor.

1.10 CODE

shall mean the Internal Revenue Code of 1986, as amended.

1.11 COMPENSATION

shall mean amounts paid by the City which constitute regular wages, longevity pay, stipends, overtime pay, sick pay, vacation pay, compensable time pay, amounts deferred pursuant to Section 457 of the Code and employee salary reduction amounts contributed pursuant to Section 125 of the Code to the City's Flexible Benefits Plan. Compensation shall also include payments made by the City's authorized Third Party Administrator for lost wages as a result of worker's compensation related injuries limited to the Participant's regular base salary. Clothing and Cell Phone allowances shall not qualify as Compensation.

For all purposes under the Plan, a Participant's compensation from the City shall be disregarded to the extent it exceeds the limit of Section 401(a)(17) of the Code.

If a determination period consists of fewer than 12 months, the annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

Notwithstanding any other provision in the Plan, each Section 401(a)(17) employee's benefit under this Plan will be the greater of:

(A) the Employee's benefit as of the last day of the Plan Year ending December 31, 1993, frozen in accordance with Section 1.401(a)(4)-13 of the regulations, or

(B) the Employee's benefit determined with respect to the benefit formula applicable for the Plan Year beginning January 1, 1994, as applied to the Employee's total years of service taken into account under the Plan for purposes of benefit accruals.

A Section 401(a)(17) employee means an Employee whose current Accrued Benefit as of a date on or after January 1, 1994, is based on Compensation for a year beginning prior to January 1, 1994, that exceeded $150,000.

1.12 CONTRIBUTIONS

shall mean the City and Employee contributions to the Plan, made in accordance with Section VI.

1.13 COVERED EMPLOYEE

shall mean an Employee who is employed in covered employment. The term "covered employment" as used herein means employment by the City of Joplin, Missouri, in the Fire Department in active service in any capacity; except that no secretary or clerk, shall be deemed to be in covered employment; or in the Police Department as a uniformed or sworn police officer in active service. Secretaries, clerks, dispatchers, jailers, animal wardens, street painters, cooks, and any other employee or associate of the Police Department shall not be deemed to be in covered employment. Temporary, seasonal, or part-time employees of either the Fire Department or Police Department shall not be deemed to be in covered employment and shall not be required to contribute to the Plan, nor receive any benefit from the Plan. A Plan Participant who, due to medical restriction, is working in other than his/her normal duty, job or hours, is still deemed a member of the covered employment and shall make contributions to the Plan and receive benefits from the Plan.

1.14 CREDITED SERVICE

shall mean the total time in complete and fractional years (based on the number of complete months) during which the Employee is a Covered Employee and a Participant, and makes the contribution required in Section 6.1. Such service need not be continuous or uninterrupted.

1.15 EARLY RETIREMENT DATE

shall mean for a Participant hired after January 31, 2009, who has not attained age 60, the date the Participant has attained twenty (20) years of Credited Service, but

not yet attained twenty-five (25) years of Credited Service and elected to retire and receive a reduced benefit.

1.16 ELIGIBLE SPOUSE

shall mean the Participant's legal spouse who is married to the Participant on the date the Participant ceases to be employed by the City. If a surviving Eligible Spouse shall become remarried, such individual will cease to be an Eligible Spouse, and benefit payments under this Plan will be discontinued. See Section 10.3 for a special rule concerning how a former spouse of a Participant may be considered the Participant's "Eligible Spouse."

1.17 EMPLOYEE

shall mean any person who is employed by the City and classified by the City as an employee, but excludes any person who is an independent contractor. A person classified as an employee is an employee and no subsequent classification of such a person by the Internal Revenue Service or court shall have any effect on the individual's employment status for purposes of the Plan.

1.18 EMPLOYEE CONTRIBUTIONS

shall mean the amount a Participant is required to contribute to the Plan pursuant to Section 6.1 in order to earn benefits derived from City contributions.

1.19 NORMAL RETIREMENT AGE

shall mean the earliest of the following:

(A) Age 60 or

(B) Whichever of the following applies:

(1) For Participants hired on or before January 31, 2009, the completion of twenty (20) years of Credited Service.

(2) For Participants hired after January 31, 2009, the completion of twenty-five (25) years of Credited Service.

Retirement under this Section 1.19 shall be contingent on the Participant being continuously employed as a Covered Employee by the City for the twelve (12) months ending on the applicable retirement date.

1.20 NORMAL RETIREMENT DATE

shall mean the date a Participant has attained the age specified in Section 1.19 or the applicable number of years of Credited Service specified in Section 1.19, and has elected to retire and receive a normal retirement benefit.

1.21 PARTICIPANT

shall mean any Covered Employee who is or becomes eligible to participate in the Plan in accordance with Section II.

1.22 PLAN

shall mean the Policemen's and Firemen's Pension Plan of the City of Joplin, as set forth in this document and as may be amended from time to time in the future.

1.23 PLAN YEAR

shall mean a 12-month period beginning on November 1 and ending on October 31 of the following year.

1.24 RESTATEMENT EFFECTIVE DATE

shall mean the date set forth in Article XI.

1.25 QUALIFIED CHILD OR QUALIFIED CHILDREN

shall mean a child of a Participant under the age of eighteen (18) years who is either (i) a natural or adopted unmarried child of a Participant, or (ii) an unmarried child of the Participant's Eligible Spouse where the child is permanently residing with the Participant as of the date of the Participant's death. Any benefit payable on behalf of or on account of a person who is a Qualified Child shall cease when the person ceases to be a Qualified Child.

1.26 TRUST AGREEMENT

shall mean the agreement entered into between the City and the Trustee.

1.27 TRUST FUND

shall mean all cash, securities, real estate, annuity contracts or any other property held by the Trustee pursuant to the terms of the Trust Agreement, together with income therefrom.

1.28 TRUSTEES

shall mean the Board of Trustees as defined in Section 7.4.

SECTION II

ELIGIBILITY AND PARTICIPATION

2.1 ELIGIBILITY

Each Covered Employee whose employment or reemployment began prior to February 1, 2020 was eligible to become a Participant upon satisfaction of the requirements for employment in his or her position as stipulated by the City. As a condition of employment, a Covered Employee agrees to make the contributions required pursuant to Section 6.1.

2.2 PARTICIPATION

Subject to Section 2.4, all Participants in the Plan on the Restatement Effective Date shall continue to be Participants. No other Employee shall become a Participant in the Plan.

Participation in the Plan shall not give any Employee the right to be retained in the employ of the City, nor, on dismissal, to have any right or interest in the Trust Fund other than as provided in this Plan.

2.3 TERMINATION OF ELIGIBILITY

In the event a Participant shall continue to be employed by the City, but not as a Covered Employee, such former Participant shall be entitled to a retirement benefit only if the requirements of Section III for receiving a retirement benefit have been satisfied.

2.4 REEMPLOYMENT OF FORMER PARTICIPANT

(A) In the event a Participant terminated employment and was later reemployed as a Covered Employee prior to February 1, 2020, participation in the Plan resumed immediately upon reemployment. If the Covered Employee had at least 20 years of Credited Service at the time of his termination of employment, upon his reemployment he may continue to accrue additional years of Credited Service, up to the maximum permitted by the Plan.

If the Covered Employee did not have at least 20 years of Credited Service at the time of his termination of employment, but was reemployed prior to February 1, 2020 before incurring a Break-in-Service, then upon his reemployment his Credited Service earned prior to termination of employment shall be taken into account for purposes of Section 3.1, provided that the Covered Employee repays to the Plan an amount equal to the amount paid to him by the Plan upon his termination of employment,

plus interest at the rate of one-half of one percent (.5%) per month from the date of the Plan's payment to the date of repayment. Repayment shall be required within six (6) months of reemployment.

If the Covered Employee did not have at least 20 years of Credited Service at the time of his termination of employment, and either is reemployed after incurring a Break-in-Service, or does not repay the amount described in the preceding paragraph, then his Credited Service as of the date of his termination of employment shall not be taken into account for purposes of Section 3.1.

(B) Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Internal Revenue Code 414(u).

Accordingly, a Covered Employee is treated as having had continuous Credited Service for purposes of participation, vesting and accrual of benefits by reason of a period of absence from employment due to or necessitated by service in the uniformed services, provided the Covered Employee:

(1) is reemployed in a covered position within the time specified in regulations or other guidance under the Uniformed Services Employment and Reemployment Rights Act;

(2) repays any lump sum payment previously paid to the employee; and

(3) pays to the Plan an amount equal to the amount of any employee contributions that would have been made to the Plan if the employee had remained in Covered Employment.

If a Covered Employee dies while performing qualified military service, as defined in Section 414(u) of the Code, the Plan shall treat such Covered Employee as having died during covered employment, in accordance with the provisions of Section 401 (a)(37) of the Code.

(C) Notwithstanding anything to the contrary, if a Covered Employee terminated employment and his date of reemployment is on or after February 1, 2020, such Employee shall not be eligible to resume participation in the Plan upon reemployment.

SECTION III

RETIREMENT DATES AND BENEFITS

3.1 NORMAL RETIREMENT

A Participant may retire on or after his Normal Retirement Date, and payment of the retirement benefit shall be governed by the following provisions:

(A) Benefit Amount:

(1) The monthly normal retirement benefit of a Participant hired on or before January 31, 2009, shall be equal to fifty percent (50%) of the Participant's Average Monthly Compensation, adjusted, as applicable, in accordance with the following:

(a) For each year of Credited Service in excess of twenty (20), the Participant shall receive an additional benefit of one percent (1%) of Average Monthly Compensation, up to a maximum total benefit of sixty-five percent (65%) of Average Monthly Compensation.

(b) If the Participant has less than twenty (20) years of Credited Service, the benefit shall be reduced by one-twentieth (1/20) for each year less than twenty (20) years.

(2) The monthly normal retirement benefit of a Participant hired after January 31, 2009, shall be equal to fifty-five percent (55%) of the Participant's Average Monthly Compensation, adjusted, as applicable, in accordance with the following:

(a) For each year of Credited Service in excess of twenty-five (25), the Participant shall receive an additional benefit of one percent (1%) of Average Monthly Compensation, up to a maximum total benefit of sixty percent (60%) of Average Monthly Compensation.

(b) If the Participant has less than twenty-five (25) years of Credited Service, the benefit shall be reduced by one-twenty fifth (1/25) for each year less than twenty-five (25) years.

(B) Benefit Payments: Retirement benefits shall be payable on the same day of each month, as determined by the Trustees. The first payment shall be made for the month in which the Participant's Normal Retirement Date falls, and all payments shall be made as provided in Section 3.6, Normal Form of Benefit Payment.

3.2 EARLY RETIREMENT

A Participant hired after January 31, 2009, may retire on his Early Retirement Date, and payment of the retirement benefit shall be governed by the following provisions:

(A) Benefit Amount: The monthly early retirement benefit of a Participant hired after January 31, 2009, shall be equal to the number of full years of Credited Service times two percent (2%) of the Participant's Average Monthly Compensation.

(B) Benefit Payments: Early retirement benefits shall be payable on the same day of each month, as determined by the Trustees. The first payment shall be made for the month in which the Participant's Early Retirement Date falls, and all payments shall be made as provided in Section 3.6, Normal Form of Benefit Payment.

3.3 BENEFIT ADJUSTMENTS FOR CERTAIN RETIREES

As long as this Plan is in force and has not been terminated, as of each Anniversary Date, the monthly retirement benefit payable to a Participant who retired before April 9, 1972 shall be adjusted to one-half of the "average prevailing monthly salary" determined as of the Anniversary Date.

The "average prevailing monthly salary" shall be computed by adding the monthly salary of each member of both the police and fire departments who qualifies as a Covered Employee, and dividing the total by the number of such Covered Employees.

3.4 BENEFITS OF REEMPLOYED RETIREES

If any retired Participant should be reemployed as a paid Employee of the City, any benefits said Participant is receiving from this Plan shall continue as if the individual were still retired.

3.5 TERMINATION OF EMPLOYMENT

Credited Service with respect to any Participant who terminates employment and is later re-employed by the City as a Covered Employee, before incurring a Break-in-Service, shall be determined under Section 2.4.

3.6 NORMAL FORM OF BENEFIT PAYMENT

shall be a monthly annuity payable for the Participant's lifetime.

3.7 MAXIMUM BENEFIT LIMITATION

The total annual benefit (as hereinafter defined) of any Participant from this Plan and all other defined benefit pension plans of the City shall not exceed the limitations set forth in this Section 3.7 and its subsections.

(A) For purposes of this Section 3.7, the term "annual benefit" means a benefit payable in the form of a straight life annuity with no ancillary benefits under a plan to which employees do not contribute and under which no rollover contributions (as defined in Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3) and 457 (e)(16) of the Code) are made.

(B) The total annual benefit shall not exceed the amount specified in Section 415(b)(1)(A) of the Code ($210,000 for 2015), as such amount may be adjusted by the Secretary of the Treasury, pursuant to Section 415(d)(1) of the Code as of January 1 of the Plan Year in which the Participant's benefits become payable hereunder.

(C) When retirement benefits under this Plan are payable in any form other than the form described in Section 3.7, the determination as to whether the limitation described in this Section 3.7 has been satisfied shall be made in accordance with regulations prescribed by the Secretary of the Treasury or his delegate, by adjusting such benefit so that it is the actuarial equivalent (as that term is used in Code Section 415(b)) of the benefit described in Section 3.7. For purposes of this Section 3.7, any ancillary benefit which is not directly related to retirement income benefits shall not be taken into account; and that portion of any joint and survivor annuity which constitutes a qualified joint and survivor annuity (as defined in Section 417(b) of the Code, notwithstanding the inapplicability of such Section) shall not be taken into account.

(D) If the payment of a retirement benefit under this Plan commences after the first day of the month coincident with or next following the date the Participant has attained age sixty-five (65), the limit described in paragraph (B) is increased to:

(1) If the annuity starting date is in a limitation year beginning before July 1, 2007, the total annual benefit payable in the form set forth in paragraph (A) commencing at the Participant's annuity starting date that is the actuarial equivalent of the dollar limitation, with the actuarial equivalence computed using whichever of the following produces the smaller annual amount: (a) the interest rate and mortality table or other tabular factor specified in the plan for determining actuarial equivalence for delayed retirement purposes; or (b) a 5 percent interest rate assumption and the applicable mortality table; or

(2) If the annuity starting date is in a limitation year beginning on or after July 1, 2007, the total annual benefit payable in the form set forth in paragraph (A) commencing at the participant's annuity starting date that is the lesser of (a) the actuarial equivalent of the amount in paragraph (B), with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table, and expressing the Participant's age based on completed calendar months as of the annuity starting date; and (b) the product of the dollar limitation under paragraph (B) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the plan at the participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the plan at age 65, both determined without applying the limitations of section 415.

The applicable mortality table is the mortality table described in Rev. Rul. 2001-62.

(E) Notwithstanding the preceding provisions of this Section 3.7, the benefits payable with respect to a Participant under this Plan shall be deemed not to exceed the limitations of this Section 3.7 if:

(1) the retirement benefits payable with respect to such Participant under this Plan and under all other qualified defined benefit plans to which the City contributes do not exceed ten thousand dollars ($10,000) for the applicable Plan Year and for any prior Plan Year; and

(2) the City has not at any time maintained a qualified defined contribution plan in which the Participant participated.

(F) In the case of a Participant who has fewer than ten (10) years of participation in the Plan, the limitation referred to in Section 3.7 shall be multiplied by a fraction, the numerator of which is the number of his years (or part thereof) of Plan participation and the denominator of which is ten (10), but in no event shall such fraction be less than one-tenth ($1/10^{th}$).

(G) The limitation year for this Plan shall be the Plan Year.

(H) The $10,000 minimum benefit limitation of paragraph (E)(1), if provided, must be reduced if a participant has less than 10 years of service with the City at the time the participant begins to receive retirement benefits under the Plan. The reduction is made by multiplying the limit of paragraph (E)(1) by a fraction, the numerator of which is the participant's years of service with the City as of and including, the current limitation year, and the denominator of which is 10.

(I) When applying the limitations of this Section, all defined benefit plans (whether or not terminated) of the City, not including a Code Section 415(m) plan, are to be treated as one defined benefit plan.

(J) No repayment of contributions and earnings that were previously refunded due to a forfeiture of credited service pursuant to Code Section 415(k)(3) shall be taken into account under this Section.

(K) In the case of a Participant with less than 15 years of service as in Covered Employee, whose annuity starting date occurs before the Participant attains age 62, the limit described in paragraph (B) is limited to:

(1) If the annuity starting date is in a limitation year beginning before July 1, 2007, the total annual benefit payable in the form set forth in paragraph (A) commencing at the Participant's annuity starting date that is the actuarial equivalent of the dollar limitation, with the actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table described in Treasury Regulation Section 1.417(c)-1(d)(2); or

(2) If the annuity starting date is in a limitation year beginning on or after July 1, 2007, the total annual benefit payable in the form set forth in paragraph (A) commencing at the participant's annuity starting date that is the actuarial equivalent of the dollar limitation, with the actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table, and expressing the Participant's age based on completed calendar months as of the annuity starting date.

3.8 APPLICABLE BENEFIT PROVISIONS

The determination of the benefits to which any Participant or Beneficiary is entitled shall be governed by the terms of the Plan in effect on the date of the Participant's termination of employment, unless a subsequently adopted amendment should provide otherwise.

3.9 FURTHER DISTRIBUTION REQUIREMENTS

Notwithstanding any provision of this Plan to the contrary, a Participant's monthly retirement income shall commence or otherwise be paid no later than the Participant's "required beginning date," and all amounts payable hereunder shall be paid in accordance with Code Section 401(a)(9) , including the incidental death benefit requirement in Code Section 401 (a)(9)(G), and Treasury Regulation Sections 1.401 (a)(9)-1 through 1.401 (a)(9)-9. A Participant's required beginning date is the first day of April of the calendar year following the later of the calendar year in which the Participant attains age seventy and one-half (70 ½) or retires. Monthly retirement income shall be paid over a period not longer than the lives (or, if applicable, the joint life expectancies) of the Participant and any designated Beneficiary. Solely for the purposes of this Section, if the designated

Beneficiary is not the Spouse and is more than ten (10) years younger than the Participant, the joint life expectancy shall be calculated as though the age difference were ten (10) years. If the Participant dies before his annuity starting date, distribution of a survivor benefit shall commence no later than the date the Participant would have reached age seventy and one-half (70 ½). If a Participant dies after his annuity starting date but before his entire interest has been distributed to him, the remaining portion of such interest shall be distributed to his Spouse or Beneficiary at least as rapidly as under the method of distribution as of his date of death.

3.10 OFFSET FOR WORKER'S COMPENSATION

The duty death benefit pursuant to Section 4.1 and the duty disability benefit pursuant to Section 5.1 payable to any Employee, Eligible Spouse or Qualified Child shall not exceed the difference between any worker's compensation payment received by the recipient(s) for the same death or disability and the larger of the "average prevailing monthly salary" (as defined in Section 3.3) or the Covered Employee's Average Monthly Compensation.

3.11 RETURN OF EMPLOYEE CONTRIBUTIONS

(A) With respect to a Covered Employee hired on or before January 31, 2009:

(1) When the Covered Employee terminates employment and retires upon reaching his Normal Retirement Date as defined in Section 1.20, in addition to the benefits payable under Section 3.1, the Plan shall pay each covered employee who retires, dies, or becomes disabled, his Accumulated Employee Contributions, without interest as soon as practicable after his termination of employment.

(2) When the Covered Employee terminates employment for any reason prior to the attainment of the Normal Retirement Date as defined in Section 1.20, the Plan shall pay the Covered Employee his Accumulated Employee Contributions, without interest as soon as practicable after his termination of employment.

(B) With respect to a Covered Employee hired after January 31, 2009:

(1) When the Covered Employee attains twenty (20) years of Credited Service or age 60, the Accumulated Employee Contributions will not be refunded to the Covered Employee but will remain in the Plan. The benefits payable shall be as set forth in Section 3.1 or 3.2.

(2) When the Covered Employee terminates employment for any reason prior to the attainment of twenty (20) years of Credited Service or age 60, the Plan shall pay the Covered Employee his

Accumulated Employee Contributions, without interest as soon as practicable after his termination of employment.

SECTION IV

DEATH BENEFITS

4.1 DUTY DEATH BENEFIT

(A) Eligibility for Benefit

If a Covered Employee dies as a result of a disease or injury contracted or sustained while in the actual discharge and performance of the duties of his or her covered employment, then the duty death benefit described below shall be payable.

(B) Benefit Amount

The duty death benefit payable to an Eligible Spouse shall be a monthly benefit equal to one hundred percent (100%) of the Covered Employee's monthly normal retirement benefit described in Section 3.1, plus an additional twenty percent (20%) of the Covered Employee's monthly normal retirement benefit for each Qualified Child in the care of such Eligible Spouse, up to a maximum total monthly benefit of one hundred fifty percent (150%) of the Covered Employee's monthly normal retirement benefit.

If the Covered Employee's Eligible Spouse does not survive him, the duty death benefit payable on behalf of the surviving Qualified Children, if any, shall be a monthly benefit equal to one hundred percent (100%) of the Covered Employee's monthly normal retirement benefit where there is one surviving Qualified Child, increased by twenty percent (20%) of the Covered Employee's monthly normal retirement benefit for each additional surviving Qualified Child, up to a maximum total benefit of one hundred fifty percent (150%) of the Covered Employee's monthly normal retirement benefit.

4.2 NON-DUTY DEATH BENEFIT

(A) Eligibility

If a Covered Employee, having completed three (3) or more years of Credited Service, shall die under such circumstances that his Eligible Spouse and Qualified Children shall not qualify for the duty death benefit described in Section 4.1 above, and such Covered Employee has not retired, then his Eligible Spouse and/or Qualified Children, if any, shall qualify for the non-duty death benefit described below.

(B) Benefit Amount

The non-duty death benefit payable to his Eligible Spouse shall be a monthly benefit equal to two and one-half percent (2 ½%), plus one-half of one percent (1/2%) for each Qualified Child in her care, of the Covered Employee's monthly normal retirement benefit as defined in Section 3.1, for each full year of the Covered Employee's Credited Service, with an overall maximum monthly benefit equal to four percent (4%) of the Covered Employee's monthly normal retirement benefit for each full year of the Covered Employee's Credited Service.

If the Covered Employee's Eligible Spouse does not survive him, the non-duty death benefit payable on behalf of the surviving Qualified Children, if any, shall be a monthly benefit equal to one and one-half percent (1 ½%) of the Covered Employee's monthly normal retirement benefit where there is one surviving Qualified Child, plus one-half of one percent (1/2%) the Covered Employee's monthly normal retirement benefit for each additional surviving Qualified Child, for each full year of the Covered Employee's Credited Service, with an overall maximum benefit equal to four percent (4%) of the Covered Employee's monthly normal retirement benefit for each full year of the Covered Employee's Credited Service.

4.3 SURVIVOR'S BENEFITS

Upon the death of a Participant who has retired either after reaching age 60 or after acquiring twenty (20) or more years of Credited Service or after becoming disabled, his Eligible Spouse shall be entitled to a monthly survivor's benefit equal to fifty percent (50%), plus twenty percent (20%) for each Qualified Child in her care, of the Participant's monthly normal retirement benefit, with an overall maximum of one hundred percent (100%) of the Participant's monthly normal retirement benefit. In the event that no Eligible Spouse survives the Participant, the monthly survivor's benefit payable on behalf of the surviving Qualified Children, if any, shall be equal to forty percent (40%) of the Participant's monthly normal retirement benefit where there is one surviving Qualified Child, plus fifteen percent (15%) of the monthly normal retirement benefit for each additional surviving Qualified Child, with an overall maximum monthly survivor's benefit of one hundred percent (100%) of the Participant's monthly normal retirement benefit.

Notwithstanding the foregoing, see Sections 4.1 and 4.2 for a description of the circumstances under which this Survivor's Benefit is not payable, on account of the entitlement of an Eligible Spouse or Qualified Children to benefits under those Sections.

4.4 DEATH OF PARTICIPANT WITH NO SPOUSE OR CHILDREN

(A) If a Participant dies before attainment of twenty (20) years of Credited Service or age 60 without being survived by an Eligible Spouse or Qualified Children, the Participant's Accumulated Employee Contributions, without interest, will be paid to the beneficiary designated by the Participant, or, if no such beneficiary is designated, to the Participant's estate. Any beneficiary designation executed by the Participant and on file with the City shall be considered a valid beneficiary designation for this purpose until such designation is affirmatively revoked in writing by the Participant or until the Participant validly executes a new beneficiary designation.

(B) If a Participant, hired on or before January 31, 2009, dies after his Normal Retirement Date without being survived by an Eligible Spouse or Qualified Children, the Participant's Accumulated Employee Contributions, without interest, will be paid to the beneficiary designated by the Participant, or, if no such beneficiary is designated, to the Participant's estate. Any beneficiary designation executed by the Participant and on file with the City shall be considered a valid beneficiary designation for this purpose until such designation is affirmatively revoked in writing by the Participant or until the Participant validly executes a new beneficiary designation.

(C) If a Participant, hired after January 31, 2009, dies after his Normal Retirement Date or Early Retirement Date without being survived by an Eligible Spouse or Qualified Children, the Participant's Accumulated Employee Contributions will remain in the Plan.

4.5 CONTINUATION OF BENEFITS TO QUALIFIED CHILDREN

In the event benefits are paid under Section 4.1, 4.2, or 4.3 to a surviving Eligible Spouse and one or more surviving Qualified Children of a deceased Participant, and the surviving Eligible Spouse ceases to be an Eligible Spouse prior to the date the surviving Qualified Children cease to be Qualified Children, payments will continue to the Qualified Children to the same extent as payments would have been made to such Qualified Children had there been no surviving Eligible Spouse on the date of the Participant's death.

SECTION V

DISABILITY BENEFITS

5.1 DUTY DISABILITY BENEFIT

(A) Eligibility for Benefit

If a Covered Employee becomes physically or mentally unfit for the regular duties of his covered employment, or other duties of similar nature and compensation in such Employee's department, as the result of a disease or injury contracted or sustained while in the actual discharge and performance of the duties of his covered employment, then he shall qualify for the duty disability benefit described below.

(B) Benefit Amount

The duty disability benefit payable to a Covered Employee is a monthly benefit equal to one hundred percent (100%) of the Covered Employee's monthly normal retirement benefit described in Section 3.1. If, at the time a Covered Employee qualifies for duty disability benefits, he has fewer than: (1) twenty (20) years of Credited Service, if hired on or before January 31, 2009; or (2) twenty-five (25) years of Credited Service, if hired after January 31, 2009, the Covered Employee shall receive an additional ten percent (10%) of his monthly normal retirement benefit for his Eligible Spouse and for each Qualified Child, but with an overall maximum benefit of one hundred and thirty percent (130%) of his monthly normal retirement benefit.

Any benefit payable under this Section shall be adjusted pursuant to Section 5.4 as applicable.

5.2 NON-DUTY DISABILITY BENEFIT

(A) Eligibility for Benefit

If a Covered Employee has completed three (3) or more years of Credited Service and becomes physically or mentally unfit for the regular duties of his covered employment, or other duties within such Covered Employee's department of similar nature and compensation and does not qualify for the duty disability benefit described in Section 5.1, then he shall qualify for the non-duty disability benefit described below.

(B) Benefit Amount

The non-duty disability benefit for a Covered Employee with fewer than: (1) twenty (20) years of Credited Service, if hired on or before January 31, 2009; or (2) twenty-five (25) years of Credited Service, if hired after January 31, 2009, shall be a monthly benefit equal to two and one-half percent (2 ½%), plus one-half of one percent (1/2%) for his Eligible Spouse and for each Qualified Child, of the Covered Employee's monthly normal retirement benefit described in Section 3.1 for each full year of the Covered Employee's Credited Service, with an overall maximum of four percent (4%) of the Covered Employee's monthly normal retirement benefit for each full year of his Credited Service.

5.3 DETERMINATION OF DISABILITY

The Board of Trustees may, at their option, hire a physician to examine any Covered Employee who appears to qualify for a disability benefit under this Section V, and to provide a medical opinion as to whether or not the condition causing the disability existed on the date of employment of such Covered Employee. If it is determined that the condition existed on the date of employment, no disability benefits shall be payable under this Section V.

If a Covered Employee who has been determined to have had a pre-existing condition, produces a contrary medical opinion issued by a physician of his choosing and hired at his expense, a third physician will make the final determination. Such third physician shall be one selected by the other two physicians, and the cost shall be shared by the Covered Employee and the Plan.

In the event a Covered Employee continues in covered employment (see the definition of "covered employment" in Section 1.13) for thirty-six (36) consecutive months, he shall not be denied disability benefits due solely to a pre-existing condition.

Notwithstanding anything to the contrary, at any time a disability insurance policy purchased by the Board of Trustees is in force with respect to a Covered Employee, any determination of whether the Covered Employee is disabled shall be made by the insurer that issued such policy. If the insurer determines that a Covered Employee is not disabled, the Covered Employee may appeal to the Board of Trustees to review such insurer's determination, provided that (a) the Covered Employee has timely pursued and exhausted all appeals offered by the insurer, (b) the appeal to the Board of Trustees is submitted within six (6) months after the date of the insurer's final determination, and (c) the Covered Employee causes the Board of Trustees to receive a copy of all information provided to the insurer in making its determination. The review by the Board of Trustees shall review only the information provided to the insurer, and the Board of Trustees shall not consider any information in support of the Covered Employee's appeal

that was not provided to the insurer, except that the Board of Trustees may request and consider information from a third party that was not provided to the insurer that the Board of Trustees, in its sole and absolute discretion, deems necessary to make a decision on appeal.

5.4 PROOF OF CONTINUING DISABILITY

The Board of Trustees may, from time to time, require a Participant under the age of sixty (60) years who is receiving disability benefits hereunder to undergo a physical examination by a physician or physicians designated by the Board. Should such examination disclose that the disability of the Participant no longer exists, the eligibility of such Participant to receive benefits hereunder on account thereof shall terminate. Any Participant receiving disability benefits refusing to undergo such examination shall not be eligible to receive further benefits, pending his submission to such examination. If such refusal continues for a period of one (1) year, all rights of such Participant to any benefits of any kind hereunder shall be finally terminated. If any Covered Employee shall make a claim for disability benefits and the City shall tender to such Covered Employee necessary or proper medical treatment, surgical treatment, hospitalization or any other service, which such Covered Employee may undergo without unusual or undue danger to him, and such Covered Employee shall fail to accept such tender, then any disability benefits payable to such Covered Employee shall be terminated and he shall thereafter have no claim for benefits hereunder, except as noted below. Failure to accept such tender for a period of ninety (90) days shall be deemed to be a refusal.

If a former Covered Employee who has disability benefits terminated pursuant to this Section 5.4 does not return to work as a Covered Employee, such individual shall receive his Accumulated Employee Contributions reduced by that portion of the disability benefits received which was deemed to be attributable to the Employee contributions.

Any Participant who is receiving disability benefits pursuant to this Section V shall not have such benefits reduced, upon the Participant's attainment of Normal Retirement Age or eligibility for early retirement benefits.

5.5 OFFSET FOR DISABILITY INSURANCE

The amount of any duty or non-duty disability benefit payable to a Covered Employee pursuant to this Section V (in the case of a duty disability benefit after reduction for any worker's compensation payment) shall be reduced, but not below zero, by the amount of any payments made on account of the Covered Employee's disability pursuant to any disability insurance purchased by the Board of Trustees.

SECTION VI

CONTRIBUTIONS

6.1 REQUIRED PARTICIPANT CONTRIBUTIONS

As a condition of employment, each Participant is required to contribute biweekly to the Plan.

(A) If a Participant is hired on or before January 31, 2009, the required Employee Contributions shall be at an amount as is recommended by the independent actuarial study of the Plan for the Plan Year then ended, not to exceed 18.08% of Compensation.

(B) If a Participant is hired after January 31, 2009, the required Employee Contributions shall be equal to 10% of Compensation.

6.2 EMPLOYER CONTRIBUTIONS

The City shall make monthly contributions to the Plan equal to the net amount after reduction for the priorities described below from the one-half cent (½ ¢) general sales tax approved by voters in the November 2019 election, which will expire upon the earlier of 12 years after enactment, or the date that the Plan's actuary certifies that the Plan is 120% funded. The priorities referred to in the preceding sentence are the following:

(A) the amount needed to contribute to the Missouri Local Government Employees Retirement System ("LAGERS") $1,000,000 per Plan Year for two (2) consecutive Plan Years beginning November 1, 2019, for a total of $2,000,000.

(B) The amount needed for each former Participant hired after January 31, 2009 (a "Tier II Participant"), along with such Tier II Participant's Accumulated Employee Contributions, to purchase under LAGERS the number of years and months of Credited Service the Tier II Participant forfeited by terminating employment with the City in order to join LAGERS. For example, suppose that a Tier II Participant had 8 years and 3 months of Credited Service when the Tier II Participant terminated employment with the City to join LAGERS. Suppose further that the cost for such Tier II Participant to purchase 8 years and 3 months of service under LAGERS is $75,000, and the Tier II Participant is refunded the amount of $50,000 for his Accumulated Employee Contributions. The amount of the priority under this paragraph (B) would be $25,000.

For example, suppose that the sales tax generates a total of $6.5 million each Plan Year until it expires, for an average of approximately $541,667 per month. Such gross amount would be reduced by approximately $83,333 per month for two years for the payments to LAGERS described in paragraph (A), and by an additional $83,333 per month for five years for the payments described in paragraph (B). Therefore, the average monthly payment for the two Plan Years beginning November 1, 2019 and November 1, 2020 would be approximately $375,000, the average monthly payment for the three Plan Years beginning November 1, 2021, 2022, and 2023 would be approximately $458,333, and the average monthly payment for the remaining during of the sales tax would be approximately $541, 667.

During the period that such general sales tax is in effect, if the Plan is less than 70% funded as determined by the Plan's actuary, and if the aggregate contribution funded by such tax for any Plan Year is less than the actuarial contribution rate for the City set forth in the Actuarial Valuation for the Plan Year, then the City shall make an additional contribution equal to such shortfall.

If during the period after such general sales tax is in effect, the Plan is not fully (100%) funded as determined by the Plan's actuary, then the City shall be responsible for making contributions in the amounts determined by the Plan's actuary to make the Plan fully funded.

If the City becomes more than 30 days delinquent in any of its obligations, the City will be notified in writing by the trustees of the delinquency. The City shall catch-up fully on any delinquent obligations within 60 days after notification in writing by the trustees. If the City fails to catch-up fully within those 60 days, the City shall pay any past due obligation, plus interest at the statutory rate, per §408.020 RSMo., currently nine percent. If the City is delinquent 60 days after written notice of delinquency by the trustees, then the trustees may pursue any course of action deemed necessary and may pursue any and all remedies that the trustees may have, in law or equity, including suit in a court of competent jurisdiction.

SECTION VII

MANAGEMENT AND ADMINISTRATION

7.1 PARTIES TO THE PLAN

The parties listed below are the named fiduciaries of the Plan;

(A) The City of Joplin (through the City Council)

(B) The Board of Trustees

7.2 GENERAL FIDUCIARY DUTIES

(A) Fiduciaries shall act with the care, skill, prudence, and diligence under the circumstances that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims.

(B) Each fiduciary is responsible for the duties and responsibilities which are specifically allocated to him under this Section VII to the extent not delegated in writing to another fiduciary, and is responsible for no other duties under the Plan.

(C) A fiduciary may serve in more than one fiduciary capacity with respect to the Plan.

7.3 RESPONSIBILITIES OF THE CITY

The City shall authorize contributions to the Fund in accordance with Section VI. To the extent not paid from the Trust Fund, all expenses incurred before termination of the Plan that arise in connection with the administration of the Plan, including but not limited to proper charges of the actuary, accountant, counsel, specialist, or other person who shall be employed by the Trustees, shall be paid by the City. The City shall be responsible for amending the Plan as provided in Section 9.1.

7.4 BOARD OF TRUSTEES

The Board of Trustees shall have seven members consisting of:

(A) the Mayor of the City of Joplin;

(B) two (2) citizens of the City of Joplin;

(C) two (2) actively employed Covered Employees of the Police Department, who shall be elected through a secret ballot by a majority vote of all Covered Employees of the Police Department; and

(D) two (2) actively employed Covered Employees of the Fire Department, who shall be elected through a secret ballot by a majority vote of all Covered Employees of the Fire Department.

Citizen Trustees appointed as stated above shall be appointed to two-year terms by the Mayor with the majority consent of the members of the City Council. One such appointment shall occur in each even-numbered year, and one such appointment shall occur in each odd-numbered year. The appointment to be made in any given year shall be made not later than the second meeting of the City Council in the month of April in the year which the appointment is to occur, and shall be effective on the first Tuesday in May of that year.

Covered Employee Trustees elected as stated above shall serve a term of two (2) years; provided, however, that at the first election after the adoption of this restated Plan one Trustee from the Fire Department and one Trustee from the Police Department shall be elected to a one-year term, so that thereafter the election of one Trustee from the Police Department and one Trustee from the Fire Department shall occur in each even-numbered year, and the election of one Trustee from the Police Department and one Trustee from the Fire Department shall occur in each odd-numbered year. The elections shall be held on the first Tuesday in April, and shall be effective on the first Tuesday in May of the year in which the election is held. Each actively employed Covered Employee of the Police Department and Fire Department shall be notified of each election at least one week in advance of the date each election is to be held. The notice shall include the date, time, place and purpose of the election.

A Citizen Trustee described above may be removed and replaced at any time by the majority vote of the Mayor and the City Council. The term of any person appointed to fill a vacancy created by the death, resignation or removal of a Trustee described above shall expire on the date the replaced Trustee's term would have expired but for his death, resignation or removal.

A Covered Employee Trustee described above may be removed by majority vote of the actively employed Covered Employees of the Department from which the Trustee was elected. The Board of Trustees shall call an election to remove such a Trustee upon request of at least ten (10) actively employed Covered Employees of the Department from which the Trustee was elected. Any vacancy resulting from the death, resignation or removal of a Trustee described above shall be filled by an election, called by the Board of Trustees, by a majority of the actively employed Covered Employees of the Department from which the replaced Trustee was elected. The term of any person elected to fill a vacancy created by

death, resignation or removal of a Trustee described above shall expire on the date the replaced Trustee's term would have expired but for his death, resignation or removal.

No Trustee shall receive any compensation as Trustee.

The City Attorney shall be the legal adviser to the Board of Trustees.

The Mayor shall be the Chairman of the Board and shall preside at all meetings. The Board shall, by majority vote, select a Secretary who may or may not be one of its members. All official meetings of the Board shall be conducted at the Joplin Municipal Building. The Board shall meet whenever necessary at the call of the Chairman and transact all business before it. It shall hold at least one meeting each month at a time to be fixed by the majority of the members.

7.5 ADMINISTRATIVE POWERS, DUTIES AND RESPONSIBILITIES

The Board of Trustees shall administer the Plan for the exclusive benefit of the Participants and their Eligible Spouses and Qualified Children, subject to the specific terms of the Plan. The Board shall have the power to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination shall be conclusive and binding upon all persons. The Board may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of this Agreement; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a non-discriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to be deemed a qualified plan under the terms of Code Section 401(a), and shall comply with the terms of the Act and all regulations issued pursuant thereto. The Administrator shall have all powers necessary or appropriate to accomplish his duties under this Plan.

The Trustees shall be charged with the duties of the general administration of the Plan, including, but not limited to, the following:

(A) to determine all questions relating to the eligibility of Employees to participate or remain a Participant hereunder;

(B) to compute and certify the amount and the kind of benefits to which any Participant, Eligible Spouse or Qualified Child shall be entitled hereunder;

(C) to authorize all non-discretionary or otherwise directed disbursements from the Plan;

(D) to maintain all necessary records for the administration of the Plan;

(E) to interpret the provisions of the Plan and to make and publish such rules for regulation of the Plan as are consistent with the terms hereof;

(F) to provide for medical examinations of all applicants for benefits on account of claims of disability, and the result of such examinations shall be submitted to and become the property of the Board; provided, however, the applicant shall have the right to submit the report of any physician of his own choice, and such report, if so submitted, shall likewise become a part of the permanent records of the Board.

The Board may appoint counsel, specialists, advisors, and other persons as it deems necessary or desirable in connection with the administration of this Plan.

The Board shall keep a record of all proceedings, which record shall be open to public inspection; provided, however, the records of medical examinations made of any applicant for any purpose shall not be subject to inspection by the public.

The enumeration of the specific powers and authority of the Board of Trustees herein shall not be construed in limitation of its powers and authority to do all other things necessary or reasonably required to carry out and make effective the specific powers herein granted.

7.6 CLAIMS PROCEDURE

The Board of Trustees shall have the power, and it is required, to provide suitable forms of application and other forms to be used in making claims for benefits from the Fund, to prescribe rules and regulations, not inconsistent with State Laws, or this Plan, or City Ordinance No. 19655, to govern and control the hearing, consideration and disposition of all claims, and other administrative matters and proceedings before such Board.

The Trustees shall have exclusive original jurisdiction to receive, hear and rule upon all claims for benefits from the Fund and to hear and determine all such claims in the first instance. The decision of the Trustees shall be in writing, and the Board shall take and preserve the evidence on any disputed claim and such evidence, records, finding and decision of the Board shall be subject to judicial review by certiorari or other proper legal procedure with the full right of appeal from the decision of the reviewing court on appeal, as in other civil cases.

SECTION VIII

TRUST FUND AND TRUSTEE

8.1 BASIC RESPONSIBILITIES OF THE TRUSTEE

The Trustee shall have the following categories of responsibilities:

(A) Consistent with the "funding policy and method" established by the Board, to invest, manage, and control the Plan assets subject, however, to the direction of an Investment Manager if the Trustee should appoint such manager as to all or a portion of the assets of the Plan;

(B) To pay benefits required under the Plan to be paid to Participants, or, in the event of their death, to their Eligible Spouse or Qualified Children; and

(C) To maintain records of receipts and disbursements.

8.2 INVESTMENT POWERS AND DUTIES OF THE TRUSTEE

(A) The Trustees shall invest and reinvest the Trust Fund to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, as the Trustee shall deem advisable, including, but not limited to, stocks, common or preferred, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. The Trustee shall at all times in making investments of the Trust Fund consider, among other factors, the short and long-term financial needs of the Plan on the basis of information furnished by the Employer. In making such investments, the Trustee shall not be restricted to securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Trustee shall give due regard to any limitations imposed by state law so that at all times the Plan may qualify under applicable federal and state laws for favorable tax treatment.

(B) The Trustee may employ a bank or trust company pursuant to the terms of its usual and customary bank agency agreement, under which the duties of such bank or trust company shall be of a custodial, clerical and recordkeeping nature.

8.3 OTHER POWERS OF THE TRUSTEE

The Trustees, in addition to all powers and authorities under common law, statutory authority and other provisions of the Plan, shall have the following powers and authorities, to be exercised in the Trustee's sole discretion:

(A) To purchase, or subscribe for, any securities or other property and to retain the same;

(B) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;

(C) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with our without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;

(D) To cause any securities or other property to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;

(E) To keep such portion of the Trust Fund in cash or cash balances as the Trustees may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

(F) To accept and retain for such time as the Trustees may deem advisable any securities or other property received or acquired as Trustees hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

(G) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other

instruments that may be necessary or appropriate to carry out the powers herein granted;

(H) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;

(I) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be agent or counsel for the Employer;

(J) To apply for and procure from responsible insurance companies, to be selected by the Trustees, as an investment of the Trust Fund such annuity, or other Contracts (on the life of any Participant) as the Trustees shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such annuity, or other Contracts; to collect, receive, and settle for the proceeds of all such annuity or other Contracts as and when entitled to do so under the provisions thereof;

(K) To invest in Treasury Bills and other forms of United States government obligations;

(L) To invest in shares of investment companies registered under the Investment Company Act of 1940;

(M) To sell, purchase and acquire put or call options if the options are traded on and purchased through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, or, if the options are not traded on a national securities exchange, are guaranteed by a member firm of the New York Stock Exchange;

(N) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

(O) To purchase and hold one or more group contracts of disability insurance to insure against the disability of Covered Employees;

(P) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan.

8.4 DUTIES OF THE TRUSTEE REGARDING PAYMENTS

The Trustees shall, from time to time, in accordance with the terms of the Plan, make payments out of the Trust Fund. The Trustee shall not be responsible in any way for the application of such payments.

SECTION IX

AMENDMENT AND TERMINATION

9.1 AMENDMENT OF THE PLAN

(A) The Board of Trustees may, at any time, recommend that the Plan be amended for any reason. Any amendment is subject to approval by the Participants (by majority vote of those voting with respect to the amendment), and final ratification by the City Council. No amendment shall authorize or permit any part of the Trust Fund to be diverted for purposes other than for the exclusive benefit of Participants and their Beneficiaries. Also, no amendment shall have the effect of revesting in the City any portion of the Trust Fund.

(B) Any proposed amendment to the Plan shall be submitted to the participants under the following procedure:

The proposed amendment shall be in writing, and posted at each work site. Notice of the vote on the amendment shall be given to each participant and mailed to all retirees which shall specify the dates of the election, and procedure. Voting shall occur in person, by secret ballot, at the City Clerk's Office, or, by notarized ballot mailed or delivered to the City Clerk and received by him within the time allotted for voting which shall be for a period of not less than four (4) weeks. The results shall be tabulated by the City Clerk, under the supervision of two (2) members of the non-Police and Fire Classified Service of the City, and the results reported to the Board of Trustees at its next meeting, and posted publicly at each work site.

9.2 TERMINATION OF THE PLAN

Any termination of the Plan shall be in accordance with Section 28 of Ordinance No. 26598 (as amended by Ordinance No. 77-172) or the duly enacted successor to that provision. Section 28 of Ordinance No. 26598 provides as follows:

> [T]he Council of the City of Joplin, Missouri, may by Ordinance create a different Pension Plan which may include Social Security System, Statewide Municipal Retirement Plan, or a separate new City Plan, or any combination thereof, for all employees of the Police and Fire Departments of the City employed after February 1, 1978, and after the passage of the new Ordinance giving effect to such Plan. This Section shall not apply to covered employees of

the Police and Fire Departments on the effective date of this Ordinance.

In the event of the termination or partial termination of the Plan, the benefits of all affected Participants determined as of the date of such termination or partial termination, to the extent funded as of such date, shall be non-forfeitable. No such action shall alter the Plan or its operation with respect to Participants who have previously retired under this Plan.

The Trustees shall arrange for the Trust Fund to be transferred to any replacement plan as appropriate, and if necessary, apportioned between Participants.

SECTION X

MISCELLANEOUS

10.1 HEADINGS

The headings and subheadings in this Plan have been inserted for convenience of reference only, and are to be ignored in any construction of its provisions.

10.2 CONSTRUCTION

In the construction of this Plan, the masculine shall include the feminine and the singular the plural, in all cases where such meanings would be appropriate.

10.3 SPENDTHRIFT CLAUSE

No benefits paid to a Participant shall be subject to the claim or to any legal process of any creditor of the Participant or Beneficiary. No Participant or Beneficiary shall have any right to alienate, commute, or assign any of the benefit distributions (except as provided in Section 10.4 below, with respect to payments to a trust on behalf of a minor).

This provision shall not apply to a "qualified domestic relations order", as defined in Code Section 414(p). To the extent provided under a qualified domestic relations order, a former Eligible Spouse of a Participant shall be treated as the Eligible Spouse or surviving Eligible Spouse for all purposes under the Plan. Notwithstanding the foregoing, however, where a person is considered pursuant to a qualified domestic relations order to be a Participant's Eligible Spouse or surviving Eligible Spouse, and the person remarries, such person shall no longer be considered the Participant's Eligible Spouse as of the date the person is remarried.

10.4 LEGALLY INCOMPETENT

Every person receiving or claiming a benefit under the Plan shall be presumed to be mentally competent and of age until the Trustees receive reliable, written notice that such person is incompetent or a minor. Payments otherwise due a minor shall be paid to any custodial parent of such minor, unless the Participant has designated a trust to receive the benefit on behalf of such minor. Payments otherwise due any other incompetent person shall be paid to the guardian, conservator, trustee or other legal representative of such person. In the event that the Trustees are unable to locate a parent, guardian, conservator, trustee or other legal representative of an incompetent person who is otherwise entitled to payment under the Plan, such payment shall be made to the individual determined by the Trustees to have assumed financial responsibility for the care of such person. Any payment of a benefit in accordance with the provisions of this

Section shall be in complete discharge of any further liability to make such payment. In the event the Trustees are faced with competing claims to benefits, they shall be authorized to seek a judicial determination as to the Plan's liability.

10.5 COMPLIANCE WITH APPLICABLE LAWS

The Trustees shall interpret and administer the Plan in such manner that the Plan shall remain in compliance with Sections 401 and 501 of the Code by meeting the requirements of Section 414(d) of the Code.

10.6 NOT A CONTRACT OF EMPLOYMENT

Nothing in this Plan shall be deemed to give any Employee any right to be retained in the employ of the City.

10.7 INDEMNITY

The City hereby agrees to assume liability for, and does hereby indemnify, protect, save, and keep harmless each member of the Board of Trustees, and their respective successors and assigns from and against any and all liabilities, obligations, losses, expenses, damages, penalties, taxes, claims, actions, suits, costs, expenses, or disbursements (including legal fees and expenses) of any kind and nature whatsoever, which may be imposed on, incurred by, or asserted against such member(s) (whether or not such member(s) is also indemnified by any other person), which in any way relate to or arise out of this Plan or the administration of the Plan or Fund, or the action or inaction of such member(s) hereunder, except only in the case of willful misconduct or gross negligence on the part of such member(s) in the performance of his duties.

10.8 FORFEITURE OF BENEFITS

Notwithstanding anything to the contrary, any Participant who is found guilty of any felony described in the next sentence that is committed in direct connection with or directly related to the Participant's duties as an Employee shall not be eligible for any retirement benefits with respect to service performed on or after August 28, 2014, except that a Participant may request a refund of the Participant's contributions, if any, including earnings, as otherwise permitted in accordance with Section 3.11. A felony is described in this sentence if it is any of the following, or a substantially similar offense under federal law:

(A) The offense of felony stealing under RSMo. Section 570.030 when such offense involved money, property, or services valued at five thousand dollars ($5,000.00) or more as determined by the court;

(B) The offense of felony receiving stolen property under RSMo. Section 57.080 when such offense involved money, property, or

services valued at five thousand dollars ($5,000.00) or more as determined by the court;

(C) The offense of forgery under RSMo. Section 570.090;

(D) The offense of felony counterfeiting under RSMo. Section 570.103;

(E) The offense of bribery of a public servant under RSMo. Section 576.010; or

(F) The offense of acceding to corruption under RSMo. Section 576.020.

SECTION XI

RESTATEMENT EFFECTIVE DATE

This Plan restatement is hereby adopted by the Board of Trustees pursuant to Ordinance Number 2019-____ passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2019, but effective as of February 1, 2020.

Board of Trustees:

_____	_____
Mayor, Gary Shaw	Date
_____	_____
John Alford, Fire	Date
_____	_____
Adam Grimes, Fire	Date
_____	_____
Jared Delzell, Police	Date
_____	_____
Larry Swinehart, Police	Date
_____	_____
Marshall Hogue	Date
_____	_____
Mike McGavran	Date

Approved as to Form:

_____	_____
City Attorney, Peter C. Edwards	Date

COUNCIL BILL NO. 2019-537 ORDINANCE NO.

AN ORDINANCE amending the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri as adopted January 5, 2009, effective January 31, 2009 and amended September 24, 2012, May 1, 2013, January 21, 2014, December 7, 2015 and August 15, 2016, to close the Pension Plan to new hires effective February 1, 2020; and, setting a date when this ordinance shall become effective.

WHEREAS, the voters of the City of Joplin approved a ½-cent sales tax dedicated to close the pension plan to new hires and transition public safety employees to LAGERS; and,

WHEREAS, the Board of Trustees of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri submitted to the qualified Plan Participants the question as to whether certain amendments should be made to the Plan; and,

WHEREAS, an election of the qualified participants of the plan was held from July 15, 2019 to August 9, 2019; and,

WHEREAS, of the 194 active and 127 retired Pension Policemen and Firemen, 211 voted in favor of the Plan amendments, and 5 voted against the proposed Plan amendments.

WHEREAS, the City Council desires to approve the Pension Plan amendments to close the Plan to new hires effective February 1, 2020.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That Section 1.13 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended to read as follows:

1.13 COVERED EMPLOYEE

shall mean an Employee who is employed in covered employment. The term "covered employment" as used herein means employment by the City of Joplin, Missouri, in the Fire Department in active service in any capacity; except that no secretary or clerk, shall be deemed to be in covered employment; or in the Police Department as a uniformed or sworn police officer in active service. Secretaries, clerks, dispatchers, jailers, animal wardens, street painters, cooks, and any other employee or associate of the Police Department shall not be deemed to be in covered employment. Temporary, seasonal, or part-time employees of either the Fire Department or Police Department shall not be deemed to be in covered employment and shall not be required to contribute to the Plan, nor receive any benefit from the Plan. A Plan Participant who, due to medical restriction, is working in other than his/her normal duty, job or hours, is still deemed a member of the covered employment and shall make contributions to the Plan and receive

benefits from the Plan.

Section 2. That Section 1.14 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended to read as follows:

1.14 CREDITED SERVICE

shall mean the total time in complete and fractional years (based on the number of complete months) during which the Employee is a Covered Employee and a Participant, and makes the contribution required in Section 6.1. Such service need not be continuous or uninterrupted.

Section 3. That Section 2.1 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended to read as follows:

2.1 ELIGIBILITY

Each Covered Employee whose employment or reemployment began prior to February 1, 2020 was eligible to become a Participant upon satisfaction of the requirements for employment in his or her position as stipulated by the City. As a condition of employment, a Covered Employee agrees to make the contributions required pursuant to Section 6.1.

Section 4. That Section 2.2 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended to read as follows:

2.2 PARTICIPATION

Subject to Section 2.4, all Participants in the Plan on the Restatement Effective Date shall continue to be Participants. No other Employee shall become a Participant in the Plan.

Participation in the Plan shall not give any Employee the right to be retained in the employ of the City, nor, on dismissal, to have any right or interest in the Trust Fund other than as provided in this Plan.

Section 5. That Section 2.4 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended to read as follows:

2.4 REEMPLOYMENT OF FORMER PARTICIPANT

(A) In the event a Participant terminated employment and was later reemployed as a Covered Employee prior to February 1, 2020, participation in the Plan resumed immediately upon reemployment. If the Covered Employee had at least 20 years of Credited Service at the time of his termination of employment, upon his reemployment he may continue to accrue additional years of Credited Service, up to the maximum permitted by the Plan.

If the Covered Employee did not have at least 20 years of Credited Service at the time of his termination of employment, but was reemployed prior to February 1, 2020 before incurring a Break-in-Service, then upon his reemployment his Credited Service earned prior to termination of employment shall be taken into account for purposes of Section 3.1, provided that the Covered Employee repays to the Plan an amount equal to the amount paid to him by the Plan upon his termination of employment, plus interest at the rate of one-half of one percent (.5%) per month from the date of the Plan's payment to the date of repayment. Repayment shall be required within six (6) months of reemployment.

If the Covered Employee did not have at least 20 years of Credited Service at the time of his termination of employment, and either is reemployed after incurring a Break-in-Service, or does not repay the amount described in the preceding paragraph, then his Credited Service as of the date of his termination of employment shall not be taken into account for purposes of Section 3.1.

(B) Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Internal Revenue Code 414(u).

Accordingly, a Covered Employee is treated as having had continuous Credited Service for purposes of participation, vesting and accrual of benefits by reason of a period of absence from employment due to or necessitated by service in the uniformed services, provided the Covered Employee:

(1) is reemployed in a covered position within the time specified in regulations or other guidance under the Uniformed Services Employment and Reemployment Rights Act;

(2) repays any lump sum payment previously paid to the employee; and

(3) pays to the Plan an amount equal to the amount of any employee contributions that would have been made to the Plan if the employee had remained in Covered Employment.

If a Covered Employee dies while performing qualified military service, as defined in Section 414(u) of the Code, the Plan shall treat such Covered Employee as having died during covered employment, in accordance with the provisions of Section 401 (a)(37) of the Code.

(C) Notwithstanding anything to the contrary, if a Covered Employee terminated employment and his date of reemployment is on or after February 1, 2020, such Employee shall not be eligible to resume participation in the Plan upon reemployment.

Section 6. That Section 6.2 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended to read as follows:

6.2 EMPLOYER CONTRIBUTIONS

The City shall make monthly contributions to the Plan equal to the net amount after reduction for the priorities described below from the one-half cent (½ ¢) general sales tax approved by voters in the November 2019 election, which will expire upon the earlier of 12 years after enactment, or the date that the Plan's actuary certifies that the Plan is 120% funded. The priorities referred to in the preceding sentence are the following:

(A) the amount needed to contribute to the Missouri Local Government Employees Retirement System ("LAGERS") $1,000,000 per Plan Year for two (2) consecutive Plan Years beginning November 1, 2019, for a total of $2,000,000.

(B) The amount needed for each former Participant hired after January 31, 2009 (a "Tier II Participant"), along with such Tier II Participant's Accumulated Employee Contributions, to purchase under LAGERS the number of years and months of Credited Service the Tier II Participant forfeited by terminating employment with the City in order to join LAGERS. For example, suppose that a Tier II Participant had 8 years and 3 months of Credited Service when the Tier II Participant terminated employment with the City to join LAGERS. Suppose further that the cost for such Tier II Participant to purchase 8 years and 3 months of service under LAGERS is $75,000, and the Tier II Participant is refunded the amount of $50,000 for his Accumulated Employee Contributions. The amount of the priority under this paragraph (B) would be $25,000.

For example, suppose that the sales tax generates a total of $6.5 million each Plan Year until it expires, for an average of approximately $541,667 per month. Such gross amount would be reduced by approximately $83,333 per month for two years for the payments to LAGERS described in paragraph (A), and by an additional $83,333 per month for five years for the payments described in paragraph (B). Therefore, the average monthly payment for the two Plan Years beginning November 1, 2019 and November 1, 2020 would be approximately $375,000, the average monthly payment for the three Plan Years beginning November 1, 2021, 2022, and 2023 would be approximately $458,333, and the average monthly payment for the remaining during of the sales tax would be approximately $541, 667.

During the period that such general sales tax is in effect, if the Plan is less than 70% funded as determined by the Plan's actuary, and if the aggregate contribution funded by such tax for any Plan Year is less than the actuarial contribution rate for the City set forth in the Actuarial Valuation for the Plan Year, then the City shall make an additional

contribution equal to such shortfall.

If during the period after such general sales tax is in effect, the Plan is not fully (100%) funded as determined by the Plan's actuary, then the City shall be responsible for making contributions in the amounts determined by the Plan's actuary to make the Plan fully funded.

If the City becomes more than 30 days delinquent in any of its obligations, the City will be notified in writing by the trustees of the delinquency. The City shall catch-up fully on any delinquent obligations within 60 days after notification in writing by the trustees. If the City fails to catch-up fully within those 60 days, the City shall pay any past due obligation, plus interest at the statutory rate, per §408.020 RSMo., currently nine percent. If the City is delinquent 60 days after written notice of delinquency by the trustees, then the trustees may pursue any course of action deemed necessary and may pursue any and all remedies that the trustees may have, in law or equity, including suit in a court of competent jurisdiction.

Section 7. That this ordinance shall become effective on February 1, 2020.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2019.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-619 amending Chapter 62, Health and Sanitation, by adding a new Article X, Tobacco 21 Act.

MEETING DATE
December 2, 2019

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2019-619 Council Bill

REVIEWED BY
Dept. Head: Ryan Talken; Finance Dept. Director: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Daniel Pekarek

SUMMARY
The Health Department requests consideration of Council Bill No. 2019-619 that authorizes an amendment to Chapter 62, Health and Sanitation, by adding a new Article X, Tobacco 21 Act.

BACKGROUND
In the 2016 Community Health Needs Assessment (CHNA) conducted by the local Community Health Collaborative (CHC) Lung Disease and Heart Disease were identified as two of the primary health issues affecting local residents. A companion document, the Community Health Improvement Plan (CHIP) was developed in response to the identified health issues and a Tobacco 21 Ordinance was listed as an initiative that should be implemented to improve the lung and heart disease rates. Shortly after, the Vision Joplin 2022 effort included the Tobacco 21 Ordinance as a recommendation in their final report to the city council for consideration.

Recently, the CHC in its 2019 CHNA report again recommended the enactment of a Tobacco 21 Ordinance. Concurrently, Vision Joplin 2022 in conjunction with One Joplin began promoting the passage of a Tobacco 21 Ordinance. Over the past several months they worked with city staff to develop language for the ordinance presented tonight.

Tobacco 21 Ordinances (T21) are considered by the Centers For Disease Control (CDC) as effective measures that communities or states can enact to reduce the rate at which youth begin tobacco use. Studies have shown that most individuals that begin tobacco use (including vaping) do so when they are teenagers. Once they begin, it is very hard to stop use, due to the addictive nature of nicotine. T21 Ordinances essentially raise the age at which tobacco or vaping products can be purchased from 18 to 21. Studies have also shown that with this delay, young adults are less likely to take up the use of these products.

FUNDING SOURCE
The source of funding is the Health Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.

COUNCIL BILL NO. 2019-619 ORDINANCE NO.

AN ORDINANCE amending Chapter 62, Health and Sanitation, by enacting a new Article X, Tobacco 21 Act.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

WHEREAS, the use of tobacco products contributes to lung disease, heart disease, and mental health issues, all of which have been identified by the Joplin Health Department as priority health issues; and

WHEREAS, data demonstrates that 96 percent of current adults who smoke started using tobacco before the age of 21, and 65 percent of youth who use e-cigarettes reported using other tobacco products in the last month; and

WHEREAS, the Institutes of Medicine found that programs like Tobacco 21 reduce smoking rates by 25 percent in those 15 to 17 years of age and 15 percent among those 18 to 20 years of age. This reduction in youth initiation of tobacco products will result in less tobacco-related illness and death within the City of Joplin.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That a new Chapter 62, Health and Sanitation, Article X, Tobacco 21 Act, is enacted as follows:

“Sec. 62-360. – Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) Alternative Nicotine Product means any non-combustible product containing nicotine that is intended for human consumption, whether chewed, absorbed, dissolved or ingested by any other means. The term does not mean any vapor product, tobacco product or any product regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the Food, Drug and Cosmetic Act or any amendment thereto.

(b) *Department* means the City of Joplin Health Department.

(c) *Proof of age* means a driver's license or other documentary or written evidence that the individual is 21 years of age or older.

(d) *Samples* means a tobacco product, alternative nicotine product or vapor product distributed to members of the general public at no charge for purposes of promoting the product.

(e) *Sampling* means the distribution of samples to members of the general public in a public place.

(f) *Tobacco or Tobacco Products* means any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco, and also means smokeless tobacco products, hookah tobacco and cigarette papers. The term does not include alternative nicotine or vapor products.

(g) *Vapor Product* means any non-combustible product with or without nicotine that employs a heating element, power source, electronic circuit or other electronic, chemical means, regardless of shape or size, which can be used to produce vapor with or without nicotine in a solution or other form. The term includes any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe or similar product or device, and any vapor cartridge or other container of nicotine in a liquid solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe or similar product or device. The term does not include alternative nicotine or tobacco products. Vapor product does not include drugs, devices, or combination products authorized for sale as a cessation device by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

(h) *Vending machine* means any mechanical, electric or electronic self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco products, alternative nicotine products, or vapor products.

Sec. 62-361. - Sale of tobacco products to persons under 21 years of age.

It shall be unlawful for any person to give, barter, sell, cause to be sold, buy for, distribute samples of or furnish in the City tobacco products, alternative nicotine products, or vapor products to any person under 21 years of age.

Sec. 62-362. – Proof of age.

A person selling or distributing tobacco products, alternative nicotine products, or vapor products shall require proof of age from any prospective purchaser or recipient unless such person has reasonable and certain knowledge that the prospective purchaser or recipient is 30 years of age or older.

Sec. 62-363. - Sign required for sale of tobacco products, alternative nicotine products, and vapor products.

It shall be unlawful for any person to give, barter, sell, cause to be sold, distribute, furnish or permit the sale or distribution of tobacco products, alternative nicotine products, or vapor products, unless the premises upon which such items are sold or distributed prominently displays a sign which shall contain in red lettering at least one-half inch high on white background:

> "IT IS A VIOLATION OF THE LAW FOR TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, OR VAPOR PRODUCTS TO BE SOLD TO ANY PERSON UNDER THE AGE OF 21."

Sec. 62-364. - Sale of tobacco products, alternative nicotine products, or vapor products through vending machines.

(a) Prohibited. Except as otherwise provided under this section, it shall be unlawful for any person to sell tobacco products, alternative nicotine products, or vapor products through a vending machine.

(b) Definition. For purposes of this section, the term "vending machine" means any mechanical, electric or electronic self-service device which, upon the insertion of money, tokens or other form of payment, automatically dispenses tobacco products, alternative nicotine products, or vapor products.

(c) Exceptions. Vending machines are permitted if located in places which persons under the age of 21 years are denied access.

Sec. 62-365. – Enforcement.

(a) The Department shall have the authority to enforce this Article in a manner that can reasonably be expected to reduce the extent to which tobacco products, alternative nicotine products, or vapor products are sold or distributed to persons under the age of 21 years, and shall perform at least one (1) enforcement operation each year at various permitted locations in the city.

(b) Persons under the age of 21 years may be enlisted to test compliance with sections 62-361 and 62-363 through 62-364; provided, however, that persons who are under the age of 18 may be used to test compliance only if written consent of such person's parents or parent or lawful guardian is on file with the Department, and only under the auspices and supervision of the Department.

Sec. 62-366. – Permit required.

(a) Within sixty days of the effective date of this Article, it shall be unlawful for any person to barter, sell, cause to be sold, distribute, furnish or permit the sale or distribution of tobacco products, alternative nicotine products, or vapor products unless

that person has obtained a permit to sell or distribute such products from the City. There is no permit fee associated with the permit. A permit shall be valid for one year or the remaining portion of a calendar year and expire on December 31 of each year. A permit must be renewed annually and shall be required for each location at which tobacco products, alternative nicotine products, or vapor products are sold or distributed. This permit shall be in addition to any other permit or license required by other local, state, or federal government.

(b) It shall be unlawful for any person required by the provisions of this Article to secure a permit to advertise to give, barter, sell, cause to be sold, distribute, furnish or permit the sale or distribution of tobacco products, alternative nicotine products, or vapor products without first securing a permit. The listing in an advertisement of an address which is inside the city or a telephone number for a phone located inside the city shall constitute prima facie evidence that the person is engaged in the activity that is advertised. For purposes of this section, advertising means the use of any handbill, billboard, sign, newspaper, radio, loudspeaker, television, telephone listing, or other message or device whereby the services or products are offered or held out to the public.

(c) Permits may be denied, not renewed, or revoked for failure to comply with the requirements of this Article or any other applicable section of the City Code. A permit shall not be issued when the City has reason to believe the issuance of the permit will result in the operation of a business in violation of this Code.

Sec. 62-367. – Penalties.

(a) Any person, except as described in (b) of this section, including but not limited to, a permit holder or agent of that permit holder, that violates any provision of Section 62-361 or Sections 62-363 through Section 62-364 shall be punished by:

(1) A fine of not less than $250.00 for the first violation within a three-year period;

(2) A fine of not less than $500.00 for the second violation and any additional violation within a three-year period.

(b) Any employee or agent of a permit holder that violates any provision of Section 62-361 or Sections 62-363 through Section 62-364 shall be punished by:

(1) A fine of not less than $50.00 for the first violation within a three-year period;

(2) A fine of not less than $100.00 for the second violation and any additional violation within a three-year period.

(c) If any violation occurs at a permitted location, or are committed by a permit holder, any employee or agent of a permit holder, or any combination thereof, the permit holder shall be subject to:

(1) For a first violation within a three-year period, a fine no less than $250 or by imprisonment in jail for a period not exceeding 180 days, or both such fine and imprisonment;

(2) For a second violation within a three-year period, a fine no less than $500 or by imprisonment in jail for a period not exceeding 180 days, or both such fine and imprisonment. Additionally, the permit holder shall be prohibited from distributing tobacco products for a minimum of seven days;

(3) For a third violation within a three-year period, a fine no less than $500 or by imprisonment in jail for a period not exceeding 180 days, or both such fine and imprisonment. Additionally, the permit holder shall be prohibited from distributing tobacco products for a minimum of thirty days; and

(4) For a fourth and any subsequent violations within a three-year period, a fine no less than $500 or by imprisonment in jail for a period not exceeding 180 days, or both such fine and imprisonment. Additionally, the permit holder shall be prohibited from distributing tobacco products for a period of one year.

(d) If any permittee permitted under this Article operates in violation of this Article such that five or more violations occur within a three-year period, the City Attorney may file a petition to revoke the permittee's permit. The petition shall be served on the permittee at least thirty days before any hearing. The municipal judge shall serve as the hearing officer. If the municipal judge finds that the allegations in the petition have been established by a preponderance of the evidence, the permittee's permit shall be revoked.

(e) For purposes of determining the liability of a person controlling franchises or business operations in multiple locations for a second or subsequent violation under this section, each individual franchise or business location shall be deemed a separate entity."

Section 2. Savings Clause.

Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired, or liability incurred nor any cause or causes of action accrued or existing, under any act or Ordinance repealed hereby, or shall any right or remedy of any character be lost impaired or affected by this Ordinance.

Section 3. Severability Clause.

If any section, subsection, sentences, clause, or phrase shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 4. This Ordinance shall be in full force and effect from and after passage and approval by City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-620 repealing Chapter 30, Businesses, Article III, Licenses, Section 30-179, Sale of tobacco products or rolling papers to minors.

MEETING DATE
December 2, 2019

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2019-620 Council Bill

REVIEWED BY
Dept. Head: Ryan Talken; Finance Dept. Director: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Daniel Pekarek

SUMMARY
The Health Department requests consideration of Council Bill No. 2019-620 that repeals Chapter 30, Businesses, Article III, Licenses, Section 30-179, Sale of tobacco products or rolling papers to minors.

BACKGROUND
Council Bill 2019-619 amends Chapter 62, Health and Sanitation, by enacting a new Article X, Tobacco 21 Act. Section 30-179 is inconsistent with the Tobacco 21 Act because Section 30-179 prohibits tobaccos sales to persons less than 18 years of age. Section 30-179 should be repealed in order to eliminate this inconsistently with the Tobacco 21 Act.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.

COUNCIL BILL NO. 2019-620 ORDINANCE NO.

AN ORDINANCE repealing Chapter 30, Businesses, Article III, Licenses, Section 30-179, Sale of tobacco products or rolling papers to minors.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

WHEREAS, Council Bill 2019-619 amends Chapter 62, Health and Sanitation, by enacting a new Article X, Tobacco 21 Act;

WHEREAS, Section 30-179 is inconsistent with the Tobacco 21 Act because the former prohibits tobacco sales to persons less than 18 years of age;

WHEREAS, Section 30-179 should be repealed in order to eliminate this inconsistency with the Tobacco 21 Act.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That Chapter 30, Businesses, Article III, Licenses, Section 30-179, Sale of tobacco products or rolling papers to minors, is hereby repealed.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

AGREEMENT

CITY OF JOPLIN AND EMERY SAPP & SONS, INC.

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

SURFACE PROJECT 4011
INDIANA AVENUE TO CONNECTICUT AVENUE
AND 20TH STREET TO 28TH STREET
CDBG-DR GRANT NO. B-12-MT-29-0001 & B-13-MS-29-0001

The City and Contractor agree to the following:

1. **Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by May 29th, 2020.

2. **Prevailing Wages**. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act.

   a. **Missouri Wage Rate:** All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

   b. **Davis Bacon:** The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-

3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations to the Federal awarding agency. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

3. **Contract Work Hours and Safety Standards Act**. (40 U.S.C. 3701-3708). Where applicable, in all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **Insurance Requirements**. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

   The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

   City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

   Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri

Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Sixty Five Thousand Three Hundred and Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty Five Thousand Three Hundred and Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Sixty Five Thousand Three Hundred and Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

5. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Five Hundred Eighty-Six Thousand Seven Hundred Sixty and 24/100 dollars ($586,760.24) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the

payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

6. **Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects**: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of this project:

    a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

    b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

    c. Does not have a proposed debarment or suspension pending.

    d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

    e. Has not been in breach of contract with the City of Joplin within the last two years.

    6.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

    6.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

7. **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR §2424 (government debarment and suspension regulations) or by the City of Joplin.

8. **Contractor's Responsibility for Subcontractors**.

a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.

b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.

c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

9. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10. **Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

11. **Changes.** The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

12. **Breach of Contract Terms.** Any violation or breach of terms of this contract on the part of the Contractor or the Contractor’s subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

13. **Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $2000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

14. **Termination**. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

15. **City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 14, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

16. **Termination for Convenience of City**. The City shall have the right at any time by providing at least ten (10) days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the

cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

17. **Guards and Lights**. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

18. **Energy Efficiency.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

19. **Liability and Indemnity**.

    a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

    b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

    c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

    d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

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

    f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under

this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. Copyright. No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. Architectural Barriers. This Act requires that certain federally funded buildings or facilities be designed, constructed or altered to ensure accessibility to, and use by, physically handicapped persons. Buildings or facilities allocated or reallocated GLO-DR funds after December 11, 1995, that meet the definition of "residential structure" (as defined in 24 CFR 40.2) or the definition of "building" [as defined in 41 CFR 101-19.602(a)] are subject to the Architectural Barriers Act and must comply with the Uniform Federal Accessibility Standards.

22. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

23. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a

part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

24. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions
f. Proposal
g. Statement of Bidder's Qualifications
h. Contractor Past Performance Questionnaire
i. Performance Bond
j. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed
n. Restriction on Lobbying
o. Affidavit for Federal Work Authorization Program
p. Certification Regarding Government-Wide Waiver and Release of Liens
q. Certificate of Contractor
r. Subcontractor Disclosure Form
s. Affidavit of Compliance with Prevailing Wage Law
t. Certification of Bidder of Equal Employment Opportunity

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Five Hundred Eighty-Six Thousand Seven Hundred Sixty and 24/100 dollars ($586,760.24), said amount being subject to any approved addenda or change order.

25. Subsurface Conditions: Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

26. Flood Disaster Protection: This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in

the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

27. **Environmental Compliance (24 CFR 85.36(i)(12)):** For contracts of amounts in excess of $150,000, the Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

    In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

    a. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

    b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

    c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

    d. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. **Procurement of Recovered Materials.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest

percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29. **Lead Based Paint Poisoning Prevention Act.** Required the Secretary of Health, Education, and Welfare (now Health and Human Services) to prohibit lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. Major components included: defining lead-based paint chips as the primary health hazard of lead-based paint, setting the level of lead in blood warranting concern at 60 µg/dL, requiring abatement standards that were less rigorous compared to today's standards, and Defining lead-based paint as paint containing more than 1 percent lead by weight.

30. **Contractor Conflict of Interest**. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

    a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

31. **Assignment.** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

32. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

    a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

33. Anti-Kickback Rules. The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal awarding agency.

34. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the grounds of race, creed, color, national origin or ancestry, sex, religion, handicap, gender identity, sexual orientation, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

35. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

36. Notices. All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

37. Statement that Project is Federally Funded: It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

38. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the final grant report is submitted by the City to HUD. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

39. Federal Labor Standards Provisions. The contractor shall comply with the Federal Labor Standards Provisions pursuant to the U.S. Department of Housing and Urban Development Form 4010 and the Office of Labor Relations.

40. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided

setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

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

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

g. In the event of the Contractor’s noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take

such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings (including Section 3 businesses).

i. Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

41. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

a. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development;

b. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

c. The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

42. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

43. Civil Rights Act of 1968. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin.

44. Section 3 of the Housing and Urban Development Act of 1968.

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Engineer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3

clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Engineer's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. The Contractor shall assist the City of Joplin in obtaining all necessary documentation to support Section 3 goals. The Contractor will complete and submit the Section 3 tables in Attachment A in the Architect's required periodic reporting to the City. Frequently Asked Questions related to Section 3 are also included in Attachment A.

45. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

46. Section 110 of the Housing and Community Development Act of 1974

a. All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b. Subsection (a) of this section shall not apply to any individual that:

i. performs services for which the individual volunteered;
ii. does not receive compensation for such services; or
iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and

iv. is not otherwise employed at any time in the construction work.

47. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

48. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

49. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

50. **Authorized Employees**. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

51. **Interest of Contractor and Employees**. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

52. **City of Joplin Conflict of Interest.**

    a. No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

    b. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

53. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

54. **City Benefits.** The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

55. **Inspection.** The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

56. **Reporting Requirements.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

57. **Occupational License.** The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract

will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

58. **Safety Training.** Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

59. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

    a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

60. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

61. **Remedies.** Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

62. **Jurisdiction**. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

By: _____

Printed Name:

Title:

Date:

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

_____
Peter Edwards, City Attorney

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

APPROVED AS TO CDBG-DR

_____

Troy Bolander, Director of Planning, Development
& Neighborhood Services

BID TABULATION

PROJECT: Surface Project 4011

DATE OF BID OPENING: November 5, 2019

CONTRACTOR	BID
Emery Sapp & Sons, Inc.	$586,760.24
D&E Plumbing & Heating	$758,348.00
Engineer's Estimate	**$679,512.00**

COUNCIL BILL NO. 2019-162 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp & Sons, Inc. in the amount of Five Hundred Eighty-Six Thousand Seven Hundred Sixty and 24/100 dollars ($586,760.24) for the construction of Surface Project 4011, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the City enter into an agreement with Emery Sapp & Sons, Inc. in the amount of Five Hundred Eighty-Six Thousand Seven Hundred Sixty and 24/100 dollars ($586,760.24) for the construction of Surface Project 4011.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with Emery Sapp & Sons, Inc.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Disaster Recovery Grant Fund.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2019, by a vote of_____.

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

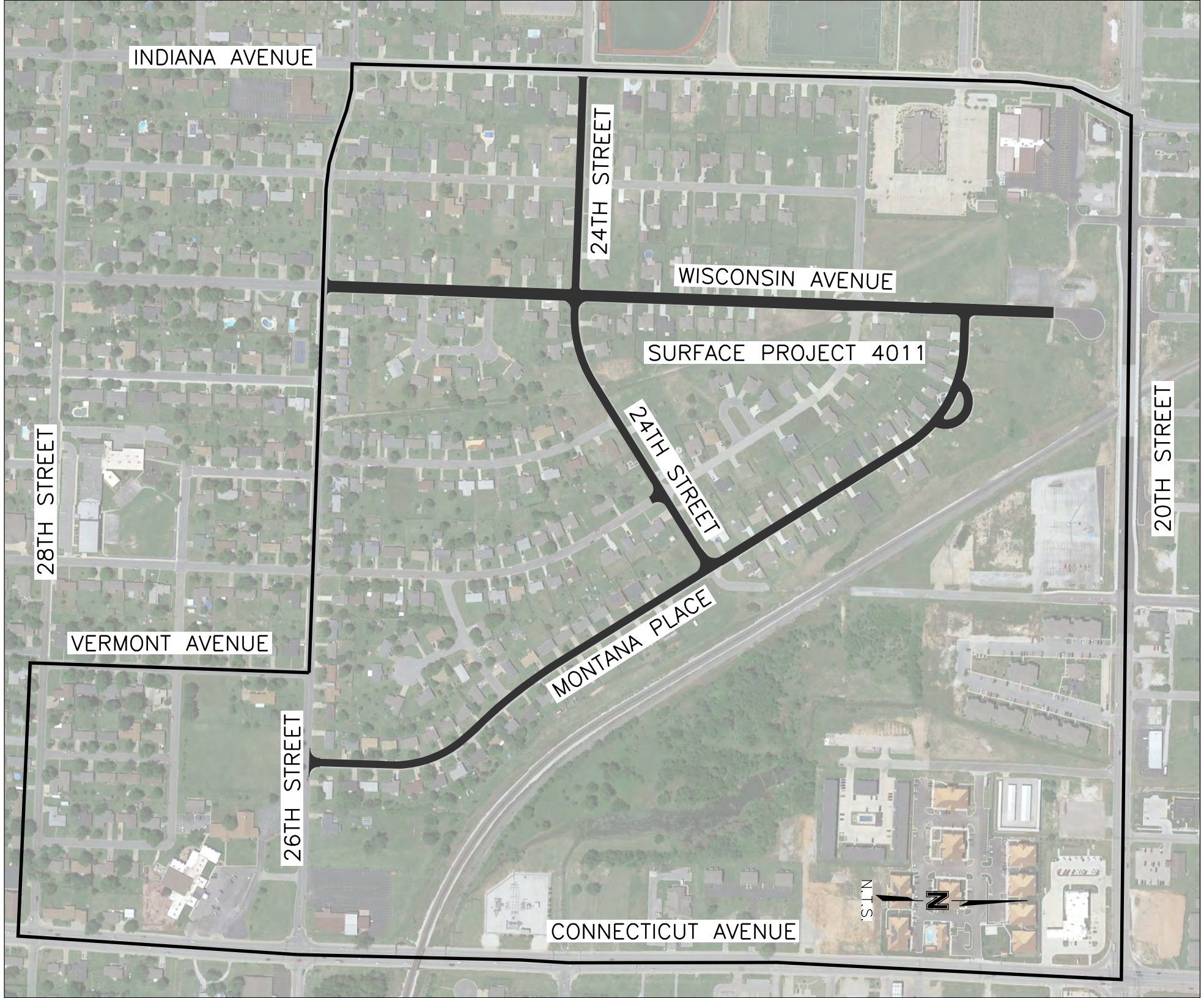
Peter C. Edwards, City Attorney

Council Bill 2019-162

I hereby certify that a sufficient amount is available in the CDBG-DR Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance


INDIANA AVENUE
24TH STREET
WISCONSIN AVENUE
SURFACE PROJECT 4011
24TH STREET
28TH STREET
20TH STREET
VERMONT AVENUE
MONTANA PLACE
26TH STREET
CONNECTICUT AVENUE
N.T.S.
N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-162 Construction Agreement between City of Joplin and Emery Sapp & Sons, Inc. for construction of Surface Project 4011

MEETING DATE
December 16, 2019

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Agreement; Council Bill 2019-162, Bid Tabulation, Location Map

REVIEWED BY
Dept. Head: David Hertzberg; Director of Planning & Community Development: Troy Bolander; Finance Director: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Emery Sapp & Sons, Inc. in the amount of Five Hundred Eighty-Six Thousand Seven Hundred Sixty and 24/100 dollars ($586,760.24) for the construction of Surface Project 4011.

BACKGROUND
In June 2018, City Council approved a contract with Olsson Associates dba Joplin Joint Engineering Team (JET) for the design, survey, bidding and construction phase services of three additional surface projects as a result of previous CDBG-DR project cost savings. Surface Project 4011 is one of these three projects, and includes the replacement of damaged curbs & gutters, curb inlet lid repairs, and asphalt surfacing. The area for Surface Project 4011 in general is from Indiana Avenue to Connecticut Avenue, and 20th Street to 28th Street. In accordance with the City of Joplin's procurement policies, a Request for Proposal for construction of Surface Project 4011 was advertised in the Joplin Globe on October 13, 2019, and bids were received by the City on November 5, 2019. Two proposals were received, with Emery Sapp & Sons, Inc. selected as the lowest, most responsive bidder. The low bid was below the engineer's estimate. Work will begin in the spring of 2020, and is to be completed by May 29, 2020.

FUNDING SOURCE
These payments are covered by the CDBG-DR Grant Funds.

RECOMMENDATION
Staff recommends approval of Council Bill 2019-162, an agreement with Emery Sapp & Sons, Inc. in the amount of Five Hundred Eighty-Six Thousand Seven Hundred Sixty and 24/100 dollars ($586,760.24) for construction of Surface Project 4011 on an emergency basis, per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage.

CLOSING DATE:	6-Dec-2019	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Demolition of all structures		LOCATION:	422 N. Pearl Ave

COMPANY	BIDS
B & D Yardbuilders	$5,671.00
Big John's Heavy Equipment	$4,900.00
Gator Industrial	$5,399.00
Nelson's Enterprises	$4,180.00


COUNCIL BILL 2019-373
422 N. PEARL AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2019- 373, Building Regulations

MEETING DATE
December 16, 2019

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager- Dan Pekarek.

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Nelson's Enterprises, LLC to remove the structures, and any remaining debris including foundation and footings located at 422 N. Pearl Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on May 19, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On November 22, 2019, an advertisement for bids was published in the Joplin Globe with bids being received on December 6, 2019 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$5,300.00
Big Johns	$4,900.00
B&D Yardbuilders	$5,671.00
Nelson's Enterprises, LLC	$4,180.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Nelson's Enterprises, LLC for $4,180.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2018- 373, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2019 – 373 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Enterprises, LLC for the demolition of the structure(s) and clearing of lot area located at 422 N. Pearl Ave. in the City of Joplin, Missouri, for Four Thousand One Hundred Eighty and 00/100 Dollars ($ 4,180.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the contract with Nelson Enterprises in the amount of Four Thousand One Hundred Eighty and 00/100 Dollars ($4,180.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 422 N. Pearl Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 422 N. Pearl Ave. and legally described as:

ALL OF THE NORTH ONE-HALF OF LOT NUMBERED ONE HUNDRED EIGHTY-FOUR (184) IN WILSON & HUTTON'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2019, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	6-Dec-2019	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Demolition of all structures		LOCATION:	819 S. Murphy Ave

COMPANY	BIDS
B & D Yardbuilders	$3,744.00
Big John's Heavy Equipment	$4,500.00
Gator Industrial	$2,599.00
Nelson's Enterprises	$3,000.00


COUNCIL BILL 2019-374
819 MURPHY AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2019- 374, Building Regulations

MEETING DATE
December 16, 2019

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager- Dan Pekarek.

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Demolition to remove the structures, and any remaining debris including foundation and footings located at 819 Murphy Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on October 3, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On November 22, 2019, an advertisement for bids was published in the Joplin Globe with bids being received on December 6, 2019 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$2,599.00
Big Johns	$4,500.00
B&D Yardbuilders	$3,744.00
Nelson's Enterprise LLC	$3,000.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Demolition for $2,599.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2018- 374, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2019 – 374 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 819 Murphy Ave. in the City of Joplin, Missouri, for Two Thousand Five Hundred Ninety-nine and 00/100 Dollars ($2,599.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the contract with Gator Demolition in the amount of Two Thousand Five Hundred Ninety-nine and 00/100 Dollars ($2,599.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 819 Murphy Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 819 Murphy Ave. and legally described as:

ALL OF THE SOUTH HALF OF LOT NUMBERED SIXTY-EIGHT (68) AND ALL OF LOT NUMBERED SIXTY-NINE (69) IN BYERS AND MURPHY'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2019, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-538 – Approving a budget amendment for FY 2020

MEETING DATE
December 16, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-538 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill amends the adopted 2019-2020 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- The police department received a Blueprint for Safer Roadways Grant from MoDot in the amount of $5,699.00 to buy a portable speed trailer. As a result, revenue and expenditures are being amended in this amount.
- Amend the Finance Department budget in the amount of $2,300.00. Parts are no longer available for the MICR laser printer used to print checks, even though it is on a maintenance plan. As a result, this printer needs replaced as soon as possible. The current printer will be used as a backup for emergencies.
- Amend the Sewer Treatment budget in the amount of $29,260.00 to replace the lime volumetric feeder and conveyor. The current feeder has broken and parts are no longer available.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $5,699.00 and expenditures by $37,259.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2019-538 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2019-166 on October 21, 2019, which estimated revenues and appropriated funds for the fiscal year 2019-2020, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That fiscal year 2019-2020 budgeted appropriations as adopted by Ordinance 2019-166 be amended by increasing revenue by the total amount of Five Thousand Six Hundred Ninety-Nine Dollars and No Cents ($5,699.00) and by increasing appropriations by the total amount of Thirty-Seven Thousand Two Hundred Fifty-Nine Dollars and No Cents ($37,259.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2019, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2019-2020 ADOPTED BUDGET
16-Dec-19

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	State Grant	001-0000-480-0110	MoDot Traffic Grant	$	5,699	
	Finance Accounting Services	001-2003-500-8315	Computer Equipment			2,300
	Police Grants	001-5590-510-8220	Operating Equipment			5,699
	Total General Fund			$	5,699	7,999
415	Sewer Fund					
				$		
	Sewer Treatment	415-4541-540-8220	Operating Equipment			29,260
	Total Sewer Fund			$	-	29,260
	Grand Total			$	5,699	37,259

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-161: New Rate Structure for Joplin Sewer Utilities.

MEETING DATE
December 2, 2019

ORIGINATING DEPARTMENT
Public Works - Operations

REVIEWED BY
Director of Public Works -David Hertzberg; Director of Finance - Leslie Haase; City Attorney -Peter Edwards; Interim City Manager - Daniel Pekarek

ATTACHMENTS
Council Bill No. 2019-161; Joplin MO Sewer Rate Study and Structure for Joplin Sewer Utilities.

SUMMARY
Approval of a New Rate Structure for all customers inside and outside the city limits for sewer utilities per guidance set by the 2019 wastewater rate study.

BACKGROUND
The current sewer rates were established in a rate study conducted in 2014 and became effective on January 1, 2015. Council Bill 2014-183 was authorized by the city to incorporate the City's current rate structure for the customers of Joplin. Those rates were set for a five-year period that will end March 31, 2020.

On January 22, 2019 the City of Joplin hired Burns and McDonnell (Council Bill 2019-104) to convene a rate study analysis to determine what rates are needed to fund the city's wastewater treatment and maintenance programs. That study was completed and is the basis for the recommended action.

On November 19, 2019 Staff held a meeting with the satellite jurisdictions that transport their wastewater to the City of Joplin where it is treated and discharged in accordance with our NPDES permit issued by the State of Missouri.

DISCUSSION
The staff and a representative of Burns and McDonnell presented council with the proposed new rate structure on November 11, 2019 during a Council work session. At the conclusion of that meeting, Council directed Staff to proceed with preparing the necessary council bill for consideration at the December 2, 2019 City Council meeting. The rate study recommends increasing the sewer rates by 5% in each of the five years from 2020 to 2024 and that these rates would be applicable to all customers. All customers served that are not within the city limits of Joplin will pay those same rates, times a multiplier of 1.3. Approval of this rate structure will provide the City with the resources to adequately operate and maintain the wastewater collection and treatment system in a manner that will meet our permit requirements.

RECOMMENDATION
Staff recommends approval of Council Bill 2019-161 on first reading.

Sewer Rate Study

City of Joplin, Missouri

Project No. 114532

Draft Report
11/1/2019

Sewer Rate Study

prepared for

City of Joplin, Missouri

Project No. 114532

Draft Report
11/1/2019

prepared by

Burns & McDonnell Engineering Company, Inc.
Kansas City, Missouri

COPYRIGHT © 2019 BURNS & McDONNELL ENGINEERING COMPANY, INC.

TABLE OF CONTENTS

Page No.

1.0 INTRODUCTION 1-1
1.1 Study Background 1-1
1.2 Project Approach 1-1
1.3 Industry Trends in Sewer Rate Increases 1-2

2.0 FINANCIAL PLANNING ANALYSIS 2-1
2.1 Introduction to Financial Planning 2-1
2.2 Sewer Utility Revenues under Existing Rates 2-1
2.2.1 Historical and Projected Customers 2-1
2.2.2 Historical and Projected Volumes 2-2
2.2.3 Existing Sewer Rates 2-2
2.2.4 User Revenues under Existing Rates 2-3
2.2.5 Proposed Default Use Adjustment 2-3
2.3 Sewer Utility Expenditures 2-4
2.3.1 Operation and Maintenance Expenses 2-4
2.3.2 Projected Capital Improvement Expenditures 2-5
2.3.3 Projected Debt Service Requirements 2-7
2.4 Sewer Utility Financial Plan Cash Flow 2-7

3.0 PROPOSED RATE DESIGN 3-11
3.1 Introduction 3-11
3.2 Existing and Proposed Wastewater Rates 3-11
3.3 Typical Bills and Residential Bill Comparison 3-12
3.4 Statement of Limitations 3-14

LIST OF TABLES

Page No.

Table 2-1: Historical and Projected Accounts and Volume 2-2
Table 2-2: Existing Sewer Rates 2-2
Table 2-3: Historical and Projected Sewer User Charge Revenues 2-3
Table 2-4: Historical and Projected Operation and Maintenance Expenses 2-5
Table 2-5: Capital Improvement Program 2-6
Table 2-6: Existing and Proposed Debt Service 2-7
Table 2-7: Projected Sewer Utility Cash Flow 2-9
Table 3-1: Proposed Wastewater Rates 3-12
Table 3-2: Proposed Monthly Wastewater Bills 3-13

LIST OF FIGURES

PAGE NO.

Figure 1-1: Study Methodology 1-1
Figure 1-2: Changes in General Inflation vs. Water and Sewer Rates 1-2
Figure 3-1: Residential Monthly Bill Comparison 3-13

LIST OF ABBREVIATIONS

Abbreviation	Term/Phrase/Name
AWWA	American Water Works Association
BLS	United States Bureau of Labor Statistics
Burns & McDonnell	Burns & McDonnell Engineering Company, Inc.
CIP	Capital Improvement Program
CPI-U	Consumer Price Index for all Urban Consumers
EPA	Environmental Protection Agency
Kgal	Thousand Gallons
FY	Fiscal Year
MHI	Median Household Income
NACWA	The National Association of Clean Water Agencies
O&M	Operation and Maintenance
The City	The City of Joplin, Missouri
The Study	Financial Plan and Rate Analysis

1.0 INTRODUCTION

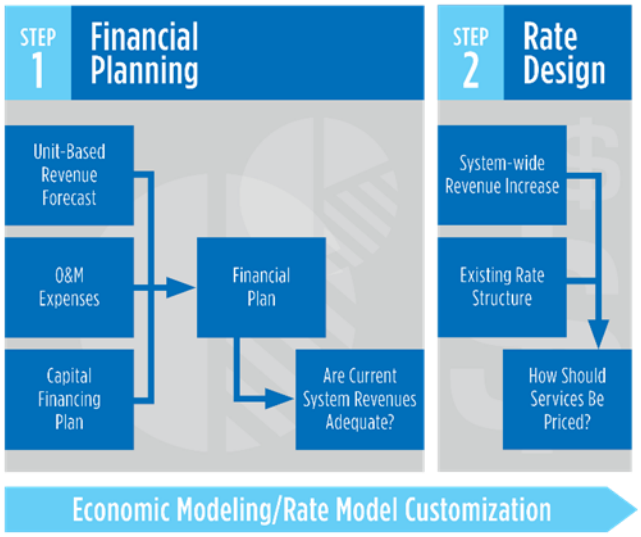
1.1 Study Background

The City of Joplin, Missouri (the City) retained Burns & McDonnell to perform a wastewater rate study (Study) including financial planning and rate analysis for the City's wastewater system. The Study provides a five-year financial plan that evaluates the sufficiency of revenues under existing rates to meet future operating and capital costs of the utility. If revenues are insufficient to meet funding requirements, recommendations are made to increase rates sufficiently to meet the utility's revenue requirements. Throughout this report various years are referenced regarding the City's financial plan. The years referenced are the City's fiscal years (FY), which are November 1st through October 31st.

1.2 Project Approach

To meet the Study objectives, Burns & McDonnell conducted the analysis in a two-step approach. This approach is depicted in Figure 1-1.

Figure 1-1: Study Methodology



Step 1: Financial Planning provides an indication of the adequacy of the revenue generated by current rates. The results of the financial forecast analysis answer the questions "Are the existing rates adequate?" and "If not, what level of overall revenue increase is needed?" The Financial Planning Analysis is presented in Section 2 of this report.

Step 2: Rate Design provides for the required revenue recovery. Once the overall level of revenue required is identified, a schedule of proposed rates is developed using the existing rate structure and

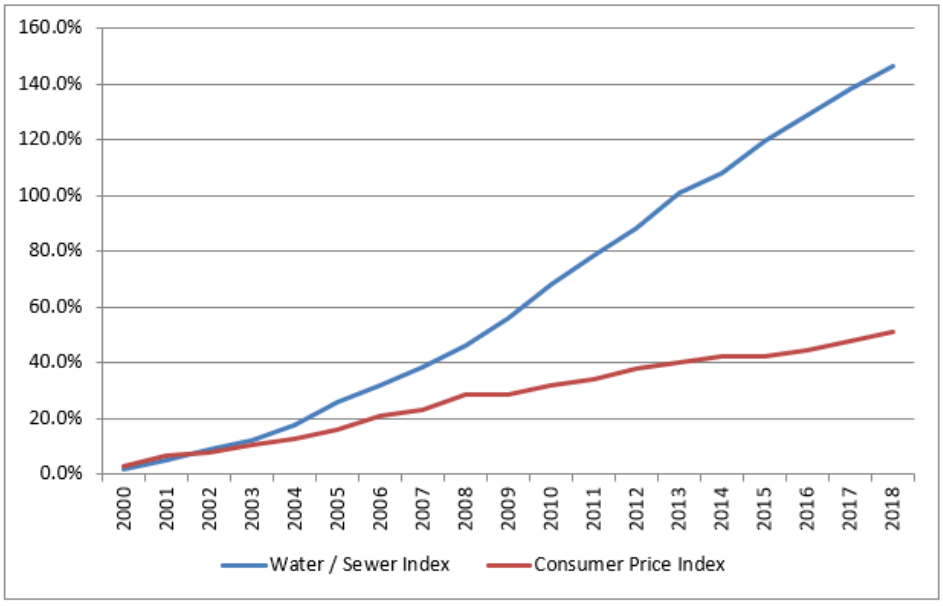
revenue increases from the financial plan. The development of proposed rates is discussed in Section 3.0 of this report.

1.3 Industry Trends in Sewer Rate Increases

Nationally, the cost of residential water and sewer service is rising faster than many other household costs. Replacement of aging infrastructure is one of several dynamics impacting utility rates. Other dynamics generally include increasing regulatory requirements, inflation on operating and capital costs, and a trend in declining consumption most often associated with more efficient fixtures and appliances and greater awareness of water conservation.

Every utility is different, and the relative importance of these dynamics will vary by utility. However, there is no doubt that water and sewer rate increases have substantially outpaced general inflation in the United States. The United States Bureau of Labor Statistics (BLS) tracks many facets of inflation. The most commonly referenced measure is the Consumer Price Index for all Urban Consumers (CPI-U) which measures inflation at the consumer level for a representative basket of goods. The BLS also tracks a combined inflation index for consumer water and sewer costs. Figure 1-2 compares changes in the BLS' consumer price index to changes in the BLS' water and sewer cost index.

Figure 1-2: Changes in General Inflation vs. Water and Sewer Rates



Source: Bureau of Labor Statistics, Consumer Price Index & Water & Sewer Maintenance Series

Annually, the water and sewer index has been increasing at approximately 5.0 percent per year, while CPI's annual rate of change is about 2.0 percent per year.

Other industry surveys reach similar conclusions regarding water and/or sewer rates. The National Association of Clean Water (NACWA) annually updates its *Cost of Clean Water Index*, which specifically surveys sewer utilities across the nation regarding the cost of residential sewer service. From 1985 through 2018, the annual increase according to this survey has been 5.0 percent per year. American Water Works Association (AWWA) also conducts a broad, annual water and sewer rate survey with comparable results regarding increases in water and sewer rates.

Despite these increasing costs for water and sewer service, many utilities continue to be challenged to adequately fund renewal and replacement of existing infrastructure. Understanding the reality of increasing costs within the sewer industry provides helpful context in evaluating proposed financial plans and rates for the City's sewer service.

2.0 FINANCIAL PLANNING ANALYSIS

2.1 Introduction to Financial Planning

The primary issue addressed in Financial Planning Analysis is revenue sufficiency. The results of Financial Planning Analysis answer the questions:

- "Are the existing rates adequate to meet future funding needs?"
- "If not, what level of overall revenue increase is needed?"

To determine if the existing schedule of rates can be expected to generate enough revenue to meet the City's operating and capital costs, Burns & McDonnell prepared a five-year financial projection of revenues and expenditures for the utility. A comparison of projected revenues and expenditures provides insight into the adequacy of overall revenue levels.

Our approach to Financial Planning involves the following basic steps:

1. Project revenues under existing rates.
2. Project utility expenditures.
3. Develop a multi-year financial plan
4. Evaluate financial sufficiency based on key performance indicators such as reserve balances.

The planning period includes the current fiscal year (FY) 2019 and a five-year forecast period, 2020 – 2024. The City utilizes a twelve-month fiscal year beginning November 1. The Financial Plan Analysis recognizes and references the same fiscal year in the forecast period.

The remainder of this section of the report discusses how the sewer utility financial plan was developed and identifies the sufficiency of existing rates to adequately meet future costs.

2.2 Sewer Utility Revenues under Existing Rates

The first step in Financial Planning Analysis was to project revenues under the existing schedule of rates. To support this effort an analysis of customer billing determinants and revenues was performed.

2.2.1 Historical and Projected Customers

Table 2-1 presents the historical sewer customers served by the City from 2016 to 2018 and the projection of customers for the 2020 to 2024 planning period. In recent years, the City has experienced a slight increase in the number of accounts. For the purpose of this Study, forecasted accounts are anticipated to remain consistent with 2018 historical levels.

2.2.2 Historical and Projected Volumes

Table 2-1 also presents the historical and projected billed sewer volume, which has also been relatively stable. Projected volumes are anticipated to remain consistent with recent history throughout the Study period.

Table 2-1: Historical and Projected Accounts and Volume

Line No.		Historical			Budget	Projected				
		2016	2017	2018	2019	2020	2021	2022	2023	2024
	Accounts									
1	Residential - Inside	18,462	19,047	19,118	19,118	19,118	19,118	19,118	19,118	19,118
2	Residential - Outside	348	365	356	356	356	356	356	356	356
3	Commercial - Inside	1,947	1,951	1,938	1,938	1,938	1,938	1,938	1,938	1,938
4	Commercial - Outside	30	30	30	30	30	30	30	30	30
5	Industrial - Inside	37	37	35	35	35	35	35	35	35
6	Inside Meter-Related Residence	102	104	103	103	103	103	103	103	103
7	Other Public Authority - Inside	90	94	95	95	95	95	95	95	95
8	Outside Meter-Related Residence	-	3	3	3	3	3	3	3	3
9	Total Accounts	21,015	21,631	21,679	21,678	21,678	21,678	21,678	21,678	21,678
	Billed Volume *(1000 Gallons)*									
10	Residential - Inside	917,414	940,764	958,283	958,270	958,270	958,270	958,270	958,270	958,270
11	Residential - Outside	7,679	8,137	8,043	8,030	8,030	8,030	8,030	8,030	8,030
12	Commercial - Inside	597,465	594,907	599,146	599,300	599,300	599,300	599,300	599,300	599,300
13	Commercial - Outside	40,734	49,080	45,332	45,460	45,460	45,460	45,460	45,460	45,460
14	Industrial - Inside	715,889	854,444	794,009	794,010	794,010	794,010	794,010	794,010	794,010
15	Inside Meter-Related Residence	27,739	29,064	31,623	31,500	31,500	31,500	31,500	31,500	31,500
16	Other Public Authority - Inside	36,056	81,150	39,994	39,820	39,820	39,820	39,820	39,820	39,820
17	Outside Meter-Related Residence	-	1,739	2,113	2,110	2,110	2,110	2,110	2,110	2,110
18	Total Billed Volume	2,342,975	2,559,284	2,478,543	2,478,500	2,478,500	2,478,500	2,478,500	2,478,500	2,478,500

2.2.3 Existing Sewer Rates

The current sewer rate schedule is shown in Table 2-2 and features a fixed monthly base fee that varies by meter size, and a uniform volumetric rate applicable to all domestic strength customers. High strength industrial customers pay surcharge rates based on sampled wastewater strength. Outside City rates reflect a multiplier of 1.3x the Inside City rates.

Table 2-2: Existing Sewer Rates

Line No.	Service Charge:		In City		Out of City
1	3/4" or smaller	$	31.56	$	41.03
2	1"	$	40.51	$	52.66
3	1.5"	$	62.94	$	81.82
4	2"	$	89.82	$	116.77
5	3"	$	152.56	$	198.33
6	4"	$	242.13	$	314.77
7	6"	$	466.20	$	606.06
	Volume Charge:				
8	per 1,000 gallons	$	2.07	$	2.69
	Surcharges ($/lb):				
9	BOD	$	0.87	$	1.13
10	SS	$	0.53	$	0.69

2.2.4 User Revenues under Existing Rates

Table 2-3 presents historical user revenues for 2016 to 2018 and a projection of user revenues under existing rates for the planning period. The projection of user revenues was estimated based on the forecasted accounts, estimated volumes, and existing rates.

Historical sewer user revenues ranged from approximately $11.2 million in 2016 to $14.1 million in 2018. Increases in historical revenues are associated primarily with rate increases adopted in the last rate study. Overall, sewer user charge revenues under existing 2019 rates are projected to remain consistent with 2019 through the end of the Study period.

Table 2-3: Historical and Projected Sewer User Charge Revenues

Line No.		Historical 2016	Historical 2017	Historical 2018	Budget 2019	Projected 2020	Projected 2021	Projected 2022	Projected 2023	Projected 2024
	User Revenues Under Existing Rates									
1	Residential - Inside	$ 6,714,703	$ 7,603,229	$ 8,471,456	$ 9,318,500	$ 9,318,500	$ 9,318,500	$ 9,318,500	$ 9,318,500	$ 9,318,500
2	Residential - Outside	397,761	449,387	456,341	501,200	501,200	501,200	501,200	501,200	501,200
3	Commercial - Inside	1,738,392	1,911,881	2,145,499	2,360,700	2,360,700	2,360,700	2,360,700	2,360,700	2,360,700
4	Commercial - Outside	109,151	114,383	141,868	156,500	156,500	156,500	156,500	156,500	156,500
5	Industrial - Inside [1]	2,074,325	2,715,921	2,744,802	3,019,300	3,019,300	3,019,300	3,019,300	3,019,300	3,019,300
6	Inside Meter-Related Residence	81,875	90,239	105,512	115,600	115,600	115,600	115,600	115,600	115,600
7	Other Public Authority - Inside	123,446	214,430	91,278	100,000	100,000	100,000	100,000	100,000	100,000
8	Outside Meter-Related Residence	-	6,234	8,034	8,800	8,800	8,800	8,800	8,800	8,800
9	Total User Revenues	$ 11,239,653	$ 13,105,705	$ 14,164,790	$ 15,580,600	$ 15,580,600	$ 15,580,600	$ 15,580,600	$ 15,580,600	$ 15,580,600
10	Adjustment for Change in Default Use	$ -	$ -	$ -	$ -	$ (104,300)	$ (104,300)	$ (104,300)	$ (104,300)	$ (104,300)
11	Total Net User Revenues	$ 11,239,653	$ 13,105,705	$ 14,164,790	$ 15,580,600	$ 15,476,300	$ 15,476,300	$ 15,476,300	$ 15,476,300	$ 15,476,300

[1] Includes BOD and SS charges

2.2.5 Proposed Default Use Adjustment

For residential billing purposes, the City uses average water use over a winter quarter for determining billable sewer flow for its wastewater residential customers. Use of average water use during a winter period as a basis for sewer billing is a common approach, since sewer flow is not metered, and winter use generally reflects indoor water use that is most likely to be conveyed through the sewer system. This winter quarter billable flow is calculated on the most recent history for each residential account. When a new sewer account is created that does not have enough water use history to establish an average winter quarter, the City uses a proxy or default usage level of 6 thousand gallons per month. Based on analysis performed by the City, the default usage level is recommended to be lowered to 5 thousand gallons beginning in 2020. The City estimates 4,200 accounts are typically billed on a default usage basis. As such, reducing the default usage by 1 thousand gallons per month is projected to reduce revenues by about $104,000. This adjustment is shown on Line 10 of Table 2-3.

2.3 Sewer Utility Expenditures

The Sewer Utility's primary cash expenditures include the following operating and capital costs:

- Operation and Maintenance (O&M) Expenses
- Revenue-Financed Capital Improvement Program (CIP) Expenditures
- Existing Debt Service Expenditures

2.3.1 Operation and Maintenance Expenses

Table 2-4 presents the recent historical and projected sewer system operation and maintenance (O&M) expenses through the 2024 planning period. The sewer O&M expenses include the collection, treatment, and administrative operating costs incurred by the utility in providing sewer service to the City. Costs related to major capital projects are excluded from Table 2-4 and will be discussed later in this report.

O&M costs for 2019 reflect the approved budget. Projected O&M expenses are escalated from the 2019 budget amounts based on 2.0 percent annual inflation applied uniformly to all existing O&M costs from 2020 through 2024.

Lines 15 through 21 of Table 2-4 include allowances for incremental personnel costs over the five-year projection period. Over the course of the five-year forecast, these incremental costs are phased-in to mitigate the impact to each year's operating cost.

Table 2-4: Historical and Projected Operation and Maintenance Expenses

Line No.		Historical			Budgeted	Projected				
		2016	2017	2018	2019	2020	2021	2022	2023	2024
	Billing & Collection									
1	Personnel Services	132,200	153,300	190,800	183,000	186,700	190,400	194,200	198,100	202,100
2	Supplies	194,800	149,800	202,700	178,900	182,500	186,200	189,900	193,700	197,600
3	Other Purchases	317,300	363,100	388,500	394,400	402,300	410,300	418,500	426,900	435,400
4	Total Billing & Collection	644,300	666,200	782,000	756,300	771,500	786,900	802,600	818,700	835,100
			3.4%	*17.4%*	*-3.3%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*
	Sewer Treatment									
5	Personnel Services	1,695,900	1,812,300	1,876,300	1,911,300	1,949,500	1,988,500	2,028,300	2,068,900	2,110,300
6	Supplies	1,831,000	1,805,200	1,846,500	2,138,600	2,181,400	2,225,000	2,269,500	2,314,900	2,361,200
7	Other Purchases	94,200	110,700	96,500	107,500	109,700	111,900	114,100	116,400	118,700
8	Other Financing Uses	249,300	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600
9	Total Sewer Treatment Expense	3,870,400	3,730,800	3,821,900	4,160,000	4,243,200	4,328,000	4,414,500	4,502,800	4,592,800
			-3.6%	*2.4%*	*8.8%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*
	Sewer Maintenance									
10	Personnel Services	365,300	389,000	532,700	538,500	549,200	560,200	571,400	582,800	594,500
11	Supplies	309,000	463,700	306,400	340,400	347,200	354,100	361,200	368,400	375,800
12	Other Purchases	29,600	36,400	31,300	34,500	35,200	35,900	36,600	37,300	38,000
13	Other Financing Uses	38,700	1,300	51,300	1,300	1,300	1,300	1,300	1,300	1,300
14	Total Sewer Maintenance Expense	742,600	890,400	921,700	914,700	932,900	951,500	970,500	989,800	1,009,600
			19.9%	*3.5%*	*-0.8%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*
	Incremental O&M									
15	Heavy Equipment Operator	-	-	-	-	57,300	58,500	59,700	60,900	62,100
16	Laborer I	-	-	-	-	-	47,300	48,300	49,300	50,300
17	WW Maintenance Electrician	-	-	-	-	69,600	71,000	72,400	73,800	75,300
18	Chief Operator to WWTP Manager	-	-	-	-	25,500	26,000	26,500	27,000	27,500
19	WWTP Maintenance Personnel	-	-	-	-	-	-	64,000	65,300	66,600
20	Maintenance Plant Technician	-	-	-	-	-	-	-	60,600	61,800
21	Total Incremental O&M	-	-	-	-	152,400	202,800	270,900	336,900	343,600
							33.1%	*33.6%*	*24.4%*	*2.0%*
22	Total O&M	5,257,300	5,287,400	5,525,600	5,831,000	6,100,000	6,269,200	6,458,500	6,648,200	6,781,100
			0.6%	*4.5%*	*5.5%*	*4.6%*	*2.8%*	*3.0%*	*2.9%*	*2.0%*

[1] All projected costs are assumed to inflate at 2%

2.3.2 Projected Capital Improvement Expenditures

Table 2-5 presents the projected capital improvement (CIP) expenditures anticipated for the planning period. The CIP used for this Study is based on the five-year capital planning estimates developed by the City. Overall, the total CIP through 2024 amounts to $46.7 million and includes projects ranging from truck and pump replacement to sewer interceptor replacement. Improvements are anticipated throughout the system, including projects at the treatment plant, lift stations, interceptors, force mains and other components of the collection system. Improvements will enable the rehabilitation of existing critical infrastructure, help mitigate infiltration and inflow into the collection system, and help manage peak flow during wet weather events.

Table 2-5: Capital Improvement Program

Line No.		Budgeted 2019	Projected 2020	2021	2022	2023	2024	Total
1	Replacement Computer	850	-	-	-	-	-	850
2	Rehabilitate Able Body Lift Station	15,000	-	-	-	-	-	15,000
3	Twin Equalization Basin Rehabilitation - Phase 2	175,000	-	-	-	-	-	175,000
4	Digester Rehabilitation - Turkey Creek	200,000	-	-	-	-	-	200,000
5	Replacement Boiler - Turkey Creek	225,000	-	-	-	-	-	225,000
6	Control Panels SCADA - Remaining Lift Stations	65,000	-	-	-	-	-	65,000
7	Replacement 1 1/2 - Ton Truck with Crane Body	95,000	-	-	-	-	-	95,000
8	Replacement Truck with Utility Vehicle	12,000	-	-	-	-	-	12,000
9	Replacement Generator - Filmore Bridge Lift Station	65,000	-	-	-	-	-	65,000
10	Portable Compressor	3,000	-	-	-	-	-	3,000
11	Replacement High-End Computer	1,750	-	-	-	-	-	1,750
12	Replacement Ruggedized Laptop Computer (4)	17,600	-	-	-	-	-	17,600
13	7th Street East Annexation Sanitary Sewer Extension	400,000	-	-	-	-	-	400,000
14	I / I Rehabilitation	1,750,000	-	-	-	-	-	1,750,000
15	Parallel Line from Fillmore Bridge	2,500,000	-	-	-	-	-	2,500,000
16	Peak Flow Storage Study - Phase 2	300,000	-	-	-	-	-	300,000
17	Replacement Pressure Main - 44th & Virginia	500,000	-	-	-	-	-	500,000
18	Parallel Line Tin Cup to Filmore Bridge Lift Station Desig	500,000	-	-	-	-	-	500,000
19	Water's Edge Project	-	-	931,100	-	-	-	931,100
20	Replace Rodder Truck	-	300,000	-	-	-	-	300,000
21	Lone Elm Interceptor Project	-	-	500,000	1,000,000	1,500,000	-	3,000,000
22	Inflow & Infiltration (Part of Plan w/DNR)	-	1,750,000	1,500,000	1,500,000	1,500,000	1,500,000	7,750,000
23	Tertiary Filter Replacement	1,800,000	-	-	-	-	-	1,800,000
24	Replace Junction Box Soccer Field	-	200,000	-	-	-	-	200,000
25	Install Parallel Gravity from Junction box to Lone Elm	-	1,200,000	-	-	-	-	1,200,000
26	Replace WEMCO Pump	-	-	-	-	-	-	-
27	Freightliner	-	225,000	-	-	-	-	225,000
28	Phase I Planning Installation of Offline Storage Basin	-	350,000	-	-	-	-	350,000
29	Parallel Force Main Tin Cup to Filmore Bridge	-	2,000,000	1,000,000	-	-	-	3,000,000
30	Roof Replacement for 3 Digeters	-	775,000	-	-	-	-	775,000
31	Replace P/U 4x4 Sampler Truck	-	-	-	-	-	-	-
32	Replace/Rehab Lift Station	-	-	80,000	-	-	-	80,000
33	Rehab 60 " Main Sewer line	-	-	-	1,500,000	-	-	1,500,000
34	Replace Media Trickling Filter (TC)	-	-	-	-	-	1,100,000	1,100,000
35	Replace WEMCO Pump	-	-	-	-	-	-	-
36	Dump Truck	-	-	-	200,000	-	-	200,000
37	Mower	-	-	-	-	-	-	-
38	Replace P/U	-	-	-	-	-	-	-
39	Rehab Digestors	-	-	300,000	-	-	-	300,000
40	Install Equipment Building TC WWTP	-	-	-	700,000	-	-	700,000
41	Rehab 44th Street & Virginia Lift Station	-	-	300,000	-	-	-	300,000
42	Glendale Interceptor Sewer Replacement Phase 1	-	-	842,700	-	-	-	842,700
43	Glendale Interceptor Sewer Replacement Phase 2	-	-	-	837,300	-	-	837,300
44	Replace/Rehab Lift Station	-	-	-	85,000	-	-	85,000
45	Replace Pressure Main	-	-	-	500,000	-	-	500,000
46	Replace WEMCO Pump	-	-	-	-	-	-	-
47	Replace Generators & Pumps at Misc. Lift Stations	-	-	-	185,000	-	-	185,000
48	Replace P/U Truck	-	-	-	-	-	-	-
49	Equalization Basin Rehab TC WWTP	-	-	-	-	-	250,000	250,000
50	Install Equipment Building SC WWTP	-	-	-	-	700,000	-	700,000
51	VACTOR Truck	-	-	-	350,000	-	-	350,000
52	Install Offline Storage Detention Basin	-	-	-	1,500,000	2,000,000	-	3,500,000
53	Glendale Interceptor Sewer Replacement Phase 3	-	-	-	-	823,100	-	823,100
54	I-44 Interceptor Sewer Replacement	-	-	-	-	-	2,000,000	2,000,000
55	RODDER TRUCK	-	-	-	-	-	350,000	350,000
56	Replace/Rehab Lift Station	-	-	-	-	85,000	-	85,000
57	Buy new Jetter Truck	-	-	-	-	250,000	-	250,000
58	Replace/Rehab Lift Station	-	-	-	-	250,000	-	250,000
59	Replace Pressure	-	-	-	-	150,000	-	150,000
60	Rehab Trickling Filter (TC)	-	-	-	-	-	-	-
61	Pumps for in plant operations	-	-	-	-	-	320,000	320,000
62	Scrubbers for Bio Gas (Two)	-	-	-	-	150,000	-	150,000
63	Piston Pump	-	-	-	-	300,000	-	300,000
64	Peterbilt Press VAC	-	-	-	-	225,000	-	225,000
65	I-44 Interceptor Sewer Replacement	-	-	-	-	-	-	-
66	Rehab Clarifier	-	-	-	-	-	125,000	125,000
67	Replace Pumps	-	-	-	-	-	55,000	55,000
68	Replace Media in Digestor	-	-	-	-	-	80,000	80,000
69	Clean-out of Digester	-	-	-	-	-	-	-
70	Replace Pressure Main	-	-	-	-	-	1,000,000	1,000,000
71	Replace Control Boxes	-	-	-	-	-	150,000	150,000
72	Replace P/U Truck	-	-	-	-	-	-	-
73	Replace SS Main Trunk Line	-	-	-	-	-	1,000,000	1,000,000
74	New Development Project	-	320,000	320,000	320,000	320,000	320,000	1,600,000
75	Total	8,625,200	7,120,000	5,773,800	8,677,300	8,253,100	8,250,000	46,699,400

2.3.3 Projected Debt Service Requirements

The City currently has four outstanding sewer system debt issues, summarized in Table 2-6. The Series 2009 and 2010 debt will be fully amortized in 2031, the Series 2011 debt will be fully amortized in 2033, and the Series 2014 debt will be fully amortized in 2035.

All proposed CIP will be funded on a pay-as-you-go basis, with no new debt issuance anticipated during the Study period.

Table 2-6: Existing and Proposed Debt Service

Line No.		Budgeted 2019	Projected 2020	2021	2022	2023	2024
	Existing Debt Issues						
1	Series 2009	82,515	83,993	84,353	84,793	85,110	85,606
2	Series 2010	378,733	400,674	400,687	398,863	400,828	400,848
3	Series 2011	1,600,522	1,713,001	1,716,685	1,720,674	1,723,946	1,728,479
4	Series 2014	150,625	162,685	162,831	164,815	165,837	166,695
5	Total Existing Debt Service	2,212,400	2,360,400	2,364,600	2,369,100	2,375,700	2,381,600
	Proposed Debt [1]						
6	N/A	-	-	-	-	-	-

[1] No new issuance included in the plan
[2] Does not include the debt administrative fee

Sewer administrative fees are included in the cashflow in Table 2-7.

2.4 Sewer Utility Financial Plan Cash Flow

Table 2-7 presents a cash flow that evaluates the sufficiency of revenues under existing rates to meet future cash requirements of the system.

Line 1 of Table 2-7 shows net user revenues under existing rates as shown previously on Table 2-1. Lines 2 through 6 of Table 2-7 present proposed revenue increases needed to finance the City's operating and capital costs for the planning period and sustain reserves. Beginning in 2020, a levelized plan of 5.0 percent increases are proposed to be implemented annually through 2024.

The first proposed increase is anticipated to take effect in April of 2020. All other proposed increases are anticipated to take effect in January of their respective years. With input from City Finance, the incremental revenue associated with the proposed increases has been adjusted to prudently reflect price elasticity associated with the proposed increases.

Other revenues are shown on Lines 9 through 14 of Table 2-7. These revenue streams are based on the 2019 Budget and are estimated to remain constant over the forecast period. Line 15 summarizes the total operating revenues forecasted over the study period. Including proposed revenue adjustments, total Sewer Utility operating revenues are projected to range from $15.8 million in 2019 to $19.0 million in 2024.

Operating revenue requirements are shown on Lines 16 through 23 of Table 2-7 and include O&M expenses, transfers to the General Fund, and existing debt service payments and associated debt administrative fees. O&M expenses, identified previously on Line 22 of Table 2-4, are shown on Line 16 of Table 2-7. Transfers to the General Fund are based on the 2019 Budget and inflated at 2.0 percent annually, consistent with all other O&M. Total Debt Service on Line 22 of Table 2-7 includes existing debt shown previously in Table 2-6, and the Missouri Department of Natural Resources debt administrative fee shown on Line 20. Line 23 summarizes total operating revenue requirements for each year of the Study period.

Annual operating balance is shown on Line 24 and is determined by deducting total revenue requirements, Line 23, from the grand total sewer revenue found on Line 15.

Lines 25 through 29 projects the operating fund balance. The 2018 audit indicates an ending unrestricted net position of $10.7 million and represents the beginning balance shown on Line 25 of Table 2-7. Note that this amount excludes restricted reserves of $3.7 million for capital replacement and $0.4 million for debt service. The annual operating cash projected to be generated by each fiscal year, shown previously on Line 24, is added to the operating balance on Line 26. As a matter of policy, the utility is targeting a minimum operating reserve of $5.0 million. After taking into consideration the beginning balance and annual cash flow, any monies in excess of the minimum reserve target are considered available for capital projects and are transferred to the capital flow of funds as represented on Line 27.

Table 2-7: Projected Sewer Utility Cash Flow

Line No.		Budget 2019	Projected 2020	2021	2022	2023	2024
	Sewer Utility Operating Flow of Funds						
1	Net Revenue [1]	15,580,600	15,476,300	15,476,300	15,476,300	15,476,300	15,476,300
	Proposed Revenue Adjustments [2]						
	Year / Month / Increase						
2	2020 / 5 / 5.0%		412,700	619,100	619,100	619,100	619,100
3	2021 / 2 / 5.0%			590,200	643,800	643,800	643,800
4	2022 / 2 / 5.0%				613,800	669,600	669,600
5	2023 / 2 / 5.0%					638,300	696,400
6	2024 / 2 / 5.0%						663,900
7	Total Proposed Additional Revenue	-	412,700	1,209,300	1,876,700	2,570,800	3,292,800
8	Total Sewer User Charge Revenue	15,580,600	15,889,000	16,685,600	17,353,000	18,047,100	18,769,100
	Other Revenue						
9	Charges and Assessments	160,600	160,600	160,600	160,600	160,600	160,600
10	Other Income and Donations	22,100	22,100	22,100	22,100	22,100	22,100
11	Federal Grants	-	-	-	-	-	-
12	State Grants	-	-	-	-	-	-
13	Local Grants	-	-	-	-	-	-
14	Total Other Revenue	182,700	182,700	182,700	182,700	182,700	182,700
15	**Grand Total Sewer Revenue**	**15,763,300**	**16,071,700**	**16,868,300**	**17,535,700**	**18,229,800**	**18,951,800**
	Revenue Requirements						
16	Operation and Maintenance Expense	5,831,000	6,100,000	6,269,200	6,458,500	6,648,200	6,781,100
17	Transfers Out	1,447,800	1,476,800	1,506,300	1,536,400	1,567,100	1,598,400
18	Total O&M	7,278,800	7,576,800	7,775,500	7,994,900	8,215,300	8,379,500
	Debt Service						
19	Existing Debt	2,212,400	2,360,400	2,364,600	2,369,100	2,375,700	2,381,600
20	Debt Admin Fee	143,600	135,200	126,600	116,100	108,900	99,700
21	Proposed Debt	-	-	-	-	-	-
22	Total Debt Service	2,356,000	2,495,600	2,491,200	2,485,200	2,484,600	2,481,300
23	**Total Revenue Requirements**	**9,634,800**	**10,072,400**	**10,266,700**	**10,480,100**	**10,699,900**	**10,860,800**
24	**Annual Operating Balance**	**6,128,500**	**5,999,300**	**6,601,600**	**7,055,600**	**7,529,900**	**8,091,000**
25	Beginning Balance	10,672,900	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
26	Annual Operating Balance	6,128,500	5,999,300	6,601,600	7,055,600	7,529,900	8,091,000
27	Transfers to Capital	(11,801,400)	(5,999,300)	(6,601,600)	(7,055,600)	(7,529,900)	(8,091,000)
28	**Ending Balance**	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
29	*Op. Reserve Target [3]*	*5,000,000*	*5,000,000*	*5,000,000*	*5,000,000*	*5,000,000*	*5,000,000*
	Sewer Utility Capital Flow of Funds						
	Sources						
30	Beginning Balance Capital Funds	-	3,176,200	2,055,500	2,883,400	1,261,700	538,500
31	Transfer from Operations	11,801,400	5,999,300	6,601,600	7,055,600	7,529,900	8,091,000
32	Anticipated Grants	-	-	-	-	-	-
33	Debt Issuance	-	-	-	-	-	-
34	**Total Capital Sources**	**11,801,400**	**9,175,500**	**8,657,100**	**9,939,000**	**8,791,600**	**8,629,500**
	Uses						
35	Capital Improvement Projects	8,625,200	7,120,000	5,773,700	8,677,300	8,253,100	8,250,000
36	Bond Issuance Expense	-	-	-	-	-	-
37	**Total Capital Uses**	**8,625,200**	**7,120,000**	**5,773,700**	**8,677,300**	**8,253,100**	**8,250,000**
38	**Annual Capital Balance**	**3,176,200**	**2,055,500**	**2,883,400**	**1,261,700**	**538,500**	**379,500**
	Debt Service Coverage						
39	Net Operating Revenue Available for Debt Service	9,932,300	9,971,700	10,599,100	11,077,200	11,581,600	12,170,700
40	Annual Debt Service	2,356,000	2,495,600	2,491,200	2,485,200	2,484,600	2,481,300
41	Debt Service Coverage	4.22	4.00	4.25	4.46	4.66	4.90
	Affordability Projection						
42	Typical Monthly Wastewater Bill [4]	41.91	43.99	46.20	48.49	50.92	53.49
43	Median Household Income [5]	42,565	43,337	44,122	44,922	45,736	46,566
44	Annual Average Bill/ MHI [6]	1.18%	1.22%	1.26%	1.30%	1.34%	1.38%

[1] Assumes default use is reduced from 6 kgal to 5 kgal beginning in 2020

[2] Effectivness of proposed revenue increases is reduced 20%

[3] Operating Reserve Target is roughly 70% of annual O&M

[4] The typical bill calculation reflects average use of 5 kgal per month. Future bills reflect proposed increases of 5% per year in FY 2020 through 2024

[5] MHI based on 5-Year American Community Survey 2017 estimate. Forecasted MHI assumes 1.81% annual increases based on historical rate of change since 2009.

[6] (Monthly Bill x 12) / MHI

Capital sources and uses of funds are shown on Lines 30 through 38 of Table 2-7. The primary source of funds for capital projects are the transfers from operations shown on Line 31. There are no proposed debt issuances with the financial plan for the funding of capital projects, as shown on Line 33. Uses of funds are shown on Line 35 and match the total CIP shown on Line 75 of Table 2-5. Line 38 shows a positive annual capital balance for all the years of the forecast.

Lines 39 through 41 evaluate the debt service coverage requirements for the City. Debt service coverage is shown on Line 41. Debt service coverage is a frequent requirement in bond covenants associated with utility revenue bonds. This coverage ratio is calculated as follows:

$$\left(\frac{Grand\ Total\ Sewer\ Revenue\ -O\&M\ Expense}{Total\ Debt\ Service}\right)$$

Debt service coverage represents a degree of security to bondholders that the utility could encounter lower revenues or higher O&M and still have the financial capacity to pay annual debt service. The City has an internal debt service coverage target of 1.5x. As shown on Line 41 the City is above this internal target throughout the Study period.

Lines 42 through 44 provide some context regarding the affordability of wastewater bills. One of the measures utilized by the Environmental Protection Agency (EPA) in considering the burden associated with Consent Decrees is the "residential indicator." This indicator compares the annual wastewater bill of a residential user to median household income (MHI). For the purpose of this analysis, 5 thousand gallons a month has been used to calculate the annual wastewater bill. Dividing the 2019 annual wastewater bill by the City of Joplin's MHI indicates that wastewater bills generally represent about 1.18 percent of MHI. Generally speaking, the EPA considers this ratio to be "high burden" when it exceeds 2.0 percent.

This ratio has been projected out through the Study period by inflating MHI based on growth in the City's MHI since 2009, as shown on Line 43. The cost for annual wastewater service is increasing by 5.0 percent annually as has been proposed in the financial plan, as shown on Line 42. At the end of the Study period, it is estimated that wastewater bills will represent approximately 1.38 percent of MHI, well below a high burden designation.

3.0 PROPOSED RATE DESIGN

3.1 Introduction

The primary focus of Step 2, Rate Design is the development of proposed rates. The objective of rate design is to design rates for the utility that generate adequate revenues to meet the projected operating and capital costs, while sustaining the utility's sound financial performance.

3.2 Existing and Proposed Wastewater Rates

The existing schedule of wastewater rates, which was shown previously in Table 2-2, became effective January 1, 2019. The existing rates feature a monthly facility charge based on meter size and a volume charge per 1,000 gallons. Outside City rates are based on a 30 percent differential over Inside City rates. Industrial customers with high strength discharge are monitored and assessed a surcharge based on pounds in excess of domestic strength.

Existing and proposed wastewater rates are shown in Table 3-1. Proposed wastewater rates were designed using the existing rate structure, adjusted proportionately in accordance with the system adjustments summarized in Table 2-7. Proposed rates for 2020 are assumed to be effective in April 2020, while all subsequent rates are assumed to be effective on January 1 of each fiscal year.

Table 3-1: Proposed Wastewater Rates

Line No.	Description	Existing 2019	Proposed 2020	2021	2022	2023	2024
	INSIDE CITY						
	Monthly Facility Charge - $/bill						
1	3/4" or smaller	$ 31.56	$ 33.14	$ 34.80	$ 36.54	$ 38.37	$ 40.29
2	1"	$ 40.51	$ 42.54	$ 44.67	$ 46.90	$ 49.25	$ 51.71
3	1.5"	$ 62.94	$ 66.09	$ 69.39	$ 72.86	$ 76.50	$ 80.33
4	2"	$ 89.82	$ 94.31	$ 99.03	$ 103.98	$ 109.18	$ 114.64
5	3"	$ 152.56	$ 160.19	$ 168.20	$ 176.61	$ 185.44	$ 194.71
6	4"	$ 242.13	$ 254.24	$ 266.95	$ 280.30	$ 294.32	$ 309.04
7	6"	$ 466.20	$ 489.51	$ 513.99	$ 539.69	$ 566.67	$ 595.00
8	**Volume Charge - $/1,000 gal**	$ 2.07	$ 2.17	$ 2.28	$ 2.39	$ 2.51	$ 2.64
9	**BOD Surcharge - $/lb**	$ 0.87	$ 0.91	$ 0.96	$ 1.01	$ 1.06	$ 1.11
10	**SS Surcharge - $/lb**	$ 0.53	$ 0.56	$ 0.59	$ 0.62	$ 0.65	$ 0.68
	OUTSIDE CITY						
	Monthly Facility Charge - $/bill						
11	3/4" or smaller	$ 41.03	$ 43.08	$ 45.24	$ 47.50	$ 49.88	$ 52.38
12	1"	$ 52.66	$ 55.30	$ 58.07	$ 60.97	$ 64.03	$ 67.22
13	1.5"	$ 81.82	$ 85.92	$ 90.21	$ 94.72	$ 99.45	$ 104.43
14	2"	$ 116.77	$ 122.60	$ 128.74	$ 135.17	$ 141.93	$ 149.03
15	3"	$ 198.33	$ 208.25	$ 218.66	$ 229.59	$ 241.07	$ 253.12
16	4"	$ 314.77	$ 330.51	$ 347.04	$ 364.39	$ 382.62	$ 401.75
17	6"	$ 606.06	$ 636.36	$ 668.19	$ 701.60	$ 736.67	$ 773.50
18	**Volume Charge - $/1,000 gal**	$ 2.69	$ 2.82	$ 2.96	$ 3.11	$ 3.26	$ 3.43
19	**BOD Surcharge - $/lb**	$ 1.13	$ 1.18	$ 1.25	$ 1.31	$ 1.38	$ 1.44
20	**SS Surcharge - $/lb**	$ 0.69	$ 0.73	$ 0.77	$ 0.81	$ 0.85	$ 0.88

3.3 Typical Bills and Residential Bill Comparison

A comparison of a typical monthly wastewater bill for a residential customer with 5 thousand gallons of billable flow has been calculated under existing and proposed rates in Table 3-2. In 2020, the monthly wastewater bill for an average residential customer under proposed rates will be $2.08 more per month. The percentage adjustment of the residential typical bill is shown on Line 3 and correlates to the overall system revenue increase for each fiscal year.

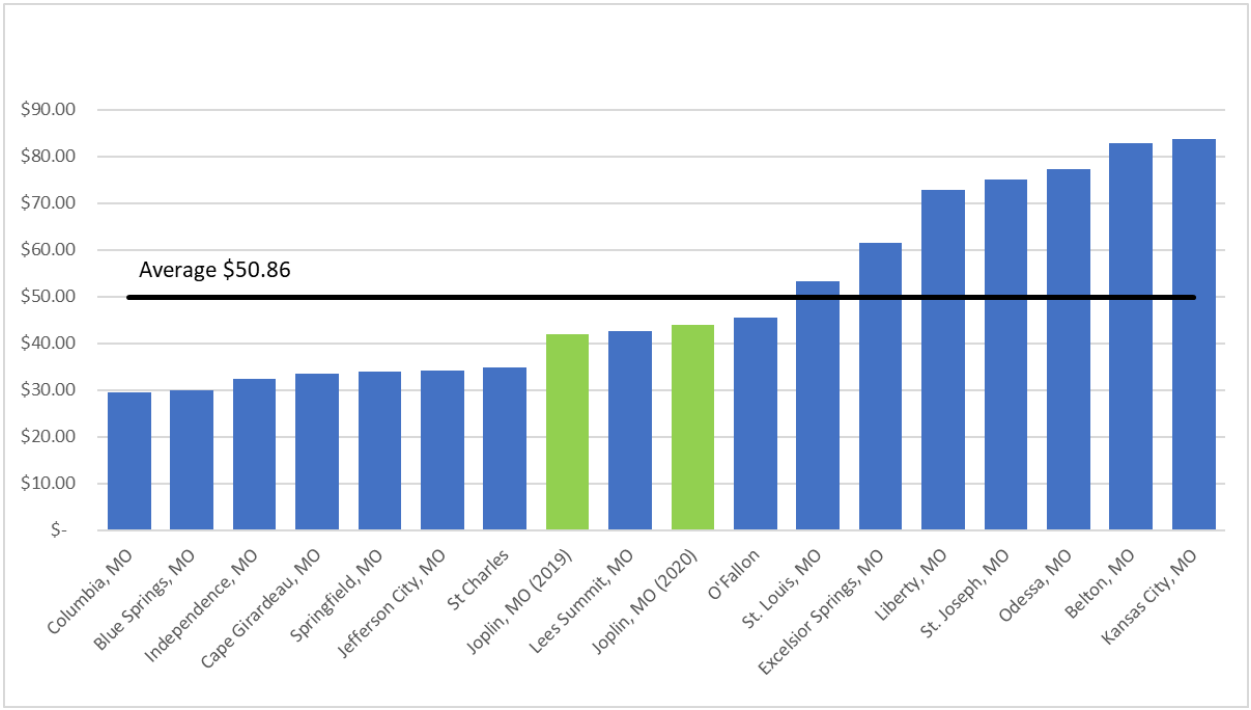
Table 3-2: Proposed Monthly Wastewater Bills

Line No.	Description	Billable Flow Kgal	Existing 2019	Proposed Monthly Bill 2020	2021	2022	2023	2024
1	Typical Residential Bill	5.0	$ 41.91	$ 43.99	$ 46.20	$ 48.49	$ 50.92	$ 53.49
	Incremental Increase in Typical Bill							
2	Dollars			$ 2.08	$ 2.21	$ 2.29	$ 2.43	$ 2.57
3	Percentage			5.0%	5.0%	5.0%	5.0%	5.0%

A comparison of monthly Residential typical bills from other regional wastewater utilities was also completed and is shown in Figure 3-1. Under existing rates, the typical Joplin residential bill is indicated to be in the middle within this regional comparison. Under proposed rates, the position of Joplin's typical residential bill remains in the middle when compared to other regional and state wastewater utilities. It should also be noted that it is likely that surrounding community's sewer rates will increase in the future as well.

Overall, the comparison shown in Figure 3-1 indicates that the typical residential wastewater bill under proposed rates is competitively positioned among regional wastewater utilities.

Figure 3-1: Residential Monthly Bill Comparison



3.4 Statement of Limitations

In preparation of the City of Joplin Sewer Rate Study (Study), Burns & McDonnell relied upon information provided by the City. The information included various analyses, computer-generated information and reports, audited financial reports, and other financial and statistical information, as well as other documents such as operating budgets and current retail water rate schedules. In addition, input to key assumptions regarding expected future levels of revenue, sales, and expenditures was provided by City staff to Burns & McDonnell. While Burns & McDonnell has no reason to believe that the information provided, and upon which Burns & McDonnell has relied, is inaccurate or incomplete in any material respect, Burns & McDonnell has not independently verified such information and cannot guarantee its accuracy or completeness.

Estimates and projections prepared by Burns & McDonnell relating to financial forecasting and costs are based on Burns & McDonnell's experience, qualifications, and judgment as a professional consultant. Since Burns & McDonnell has no control over weather, cost and availability of labor, material and equipment, labor productivity, contractors' procedures and methods, unavoidable delays, economic conditions, government regulations and laws (including interpretation thereof), competitive bidding, and market conditions or other factors affecting such estimates or projections, Burns & McDonnell does not guarantee the accuracy of its estimates or predictions.

BURNS McDONNELL

CREATE AMAZING.

Burns & McDonnell World Headquarters
9400 Ward Parkway
Kansas City, MO 64114
O 816-333-9400
F 816-333-3690
www.burnsmcd.com

COUNCIL BILL NO. 2019-161 ORDINANCE NO.

AN ORDINANCE amending Chapter 118, Utilities, Article II, Sewers and Sewage Disposal, Division 6 Rates and Charges, of the Joplin City Code, by repealing sections 118-201 through 118-202, inclusive, of Division 6 in their entirety and enacting new sections 118-201 through 118-202, inclusive of Divisions 6, Rates and Charges; dealing generally with the establishment of sewer rates for the City of Joplin, Missouri.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

WHEREAS, in 2014 the Council of the City of Joplin established a sewer rate based upon the cost of providing the sewer infrastructure and the cost of treating, on a per usage basis, the waste stream; and, for industrial and commercial users with additional surcharges for usage and waste water strength; and,

WHEREAS, the Council of the City of Joplin heard an engineering report regarding the proposed rates at the December 2, 2019 regular meeting of the Council; and,

WHEREAS, in 2019 the consulting firm of Burns and McDonnell have reviewed the City's wastewater treatment system and have provided rate recommendations; and,

WHEREAS, the rates increase each year, 2020 through 2024; and,

WHEREAS, only those residential, commercial, industrial and governmental persons or entities utilizing the system will be responsible for payment of sewer fees; and,

WHEREAS, the rate charged to out-of-town users is higher, in part, because those users do not bear the potential liability associated with a wastewater treatment system that City residents may incur; and,

WHEREAS, the Council of the City of Joplin has determined that the rate structure proposed is the most equitable way to balance the cost maintaining an environmentally compliant and effective sewerage system.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That Sections 118-201 through 118-202, inclusive, of Division 6. Rates and Charges. of Division II. Sewers and Sewage Disposal. of Chapter 118. Utilities. of the Joplin City Code, are hereby repealed in their entirety, and a new Division 6. Rates and Charges., Sections 118-201 through 118-202 are hereby enacted in lieu thereof, to read as follows:

DIVISION 6. RATES AND CHARGES

Sec. 118-201. Generally.

Sewer service charges are hereby levied against every residential, commercial, industrial and governmental user connected to public sewers in accordance with the rate recommendation documented in the 2019 Burns and McDonnell rate study, said rate study is incorporated herein by reference as Appendix 1. The proceeds of such charges so derived will be used first, for the purpose of retiring the debt for the public wastewater treatment works and then for the purpose of operation, maintaining and replacing the sewer system and equipment.

Sec. 118-202. Rates and surcharges.

(a.) All residential, commercial, industrial and governmental establishments shall be charged for sewer service in accordance with the following rate table. The sewer service charge shall consist of a monthly facility charge based upon the size of water meter plus a charge based upon the gallons of water used per month. The charges shall become effective on the dates listed in the table. The rate effective on April 1, 2020, shall be effective thereafter until changed.

RATE TABLE I
3/4 Inch Meter or Smaller

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate	31.56	41.03	2.07	2.69
April 1, 2020	33.14	43.08	2.17	2.82
January 1, 2021	34.80	45.23	2.28	2.96
January 1, 2022	36.54	47.49	2.39	3.11
January 1, 2023	38.37	49.86	2.51	3.27
January 1, 2024	40.29	52.35	2.64	3.43

1 Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate	40.51	52.66	2.07	2.69
April 1, 2020	42.54	55.29	2.17	2.82
January 1, 2021	44.67	58.05	2.28	2.96
January 1, 2022	46.90	60.95	2.39	3.11
January 1, 2023	49.25	64.00	2.51	3.27
January 1, 2024	51.71	67.20	2.64	3.43

1 ½ Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City

Present Rate	62.94	81.82	2.07	2.69
April 1, 2020	66.09	85.91	2.17	2.82
January 1, 2021	69.39	90.21	2.28	2.96
January 1, 2022	72.86	94.72	2.39	3.11
January 1, 2023	76.50	99.46	2.51	3.27
January 1, 2024	80.33	104.43	2.64	3.43

2 Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate	89.92	116.77	2.07	2.69
April 1, 2020	94.31	122.61	2.17	2.82
January 1, 2021	99.03	128.74	2.28	2.96
January 1, 2022	103.98	135.18	2.39	3.11
January 1, 2023	109.18	141.94	2.51	3.27
January 1, 2024	114.64	149.04	2.64	3.43

3 Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate	152.56	198.33	2.07	2.69
April 1, 2010	160.19	208.25	2.17	2.82
January 1, 2021	168.20	218.66	2.28	2.96
January 1, 2022	176.61	229.59	2.39	3.11
January 1, 2023	185.44	241.07	2.51	3.27
January 1, 2024	194.71	253.12	2.64	3.43

4 Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate	242.13	314.77	2.07	2.69
April 1, 2020	254.24	330.51	2.17	2.82

January 1, 2021	266.95	347.04	2.28	2.96
January 1, 2022	280.30	364.39	2.39	3.11
January 1, 2023	294.32	382.61	2.51	3.27
January 1, 2024	309.04	401.74	2.64	3.43

6 Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate	466.20	606.06	2.07	2.69
April 1, 2020	489.51	636.36	2.17	2.82
January 1, 2021	513.99	668.18	2.28	2.96
January 1, 2022	539.69	701.59	2.39	3.11
January 1, 2023	566.67	736.67	2.51	3.27
January 1, 2024	595.00	773.50	2.64	3.43

(b.) A surcharge rate is established for each user which discharges wastewater into the city treatment works which contains excess strength biochemical oxygen demand (BOD) and total suspended solids (TSS.) Excess strength BOD and TSS are defined as wastewater with a BOD concentration in excess of 2.5 lb/l,000 gallons or a TSS concentration in excess of 2.5 lb/l,000 gallons. Surcharges for BOD and TSS shall be paid at the rates established in Rate Table II, and shall be paid in addition to the normally established rates listed in Rate Table I. The charges shall become effective on the dates listed in the table and shall be applicable through the subsequent year. The rate effective on April 1, 2019 shall be effective thereafter until changed.

RATE TABLE II

EFFECTIVE DATE	BOD SURCHARGE RATE PER POUND		SS SURCHARGE RATE PER POUND	
	In City	Out of City	In City	Out of City
Present Rate	0.87	1.13	0.53	0.69
April 1, 2020	0.91	1.19	0.56	0.72
January 1, 2021	0.96	1.25	0.59	0.76
January 1, 2022	1.01	1.31	0.62	0.80
January 1, 2023	1.06	1.38	0.65	0.84

January 1, 2024	1.11	1.45	0.68	0.88

(c) In addition to any fee or surcharge described hereinabove, any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or sludge from the city's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost or operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each user shall be as determined by the responsible plant operating personnel and approved by the city council.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2019.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney