Z&P Meeting: June 14, 2021
City Council Meeting: July 6, 2021

STAFF PLANNING REPORT
Site Plan

CASE 030-21 Site Plan Review

NAME OF SITE PLAN CASA

LOCATION: 1917 Carolyn Pl.

APPLICANT: CASA (Court Appointed Special Advocates)

PRESENT ZONING: C-3-PD

PRESENT LAND USE: Vacant

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3-PD	R-1	C-3-PD	C-3-PD
Land Use	Vacant	Religious	Single-family Residential/Vacant	Single-family Residential/Vacant

SUBDIVISION/TRACT:

Number of lots
4

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
E. 20th St.	Arterial	80'
Carolyn Pl. (vacated)	Local	60'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES

Utilities in place.

FLOOD PLAIN
N/A

DISCUSSION

CASA (Court Appointed Special Advocates) is requesting the review of this site plan for a new office building located at 1917 Carolyn Pl., the Northeast corner of E. 20th St. and Carolyn Pl. The developers and architects have met with City staff but are awaiting site plan approval before submitting plans for a building permit.

Office developments are permitted by right in C-3 Commercial districts. However, lots with a PD Planned Development designation require a Site Plan Review by both the Planning & Zoning Commission and City Council before any development may occur there. This property was originally rezoned to C-3-PD in 2012 for a previously proposed multi-use development that included acres of property to the West.

The proposed site plan meets all requirements of the zoning code. This includes, but is not limited to, parking minimums, landscaping, access management, and property line setbacks. Fire and emergency service access, stormwater management, and utility extensions are required by other departments and have been reviewed for compliance by those departments.

Staff has reviewed the proposed site plan and determined that it is compliant with the Comprehensive Plan and the Zoning Code.

Staff recommends approval of Case 030-21.

ENCLOSURES:

Site Plan

CITY OF JOPLIN, MISSOURI

SITE PLAN REVIEW CHECKLIST

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: 030-21
Filing: $500.00
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: 10-14-21

I. **Name of Project:** New CASA Buiding

II. **Location of Project:** 1917 Carolyn Place

III. **Name of Owner:** CASA

IV. **Name of Person who Prepared the Site Plan:** Anderson Engineering – Patrick Joyce

V. **Instructions:**

The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

Does the Site Plan comply with or show the following?	Yes	No
A. Name of the project, address, boundaries, date, north arrow and scale of the plan.	✓	
B. Name and address of the owner of record, developer, and seal of the engineer, architect or landscape architect.	✓	
C. Name and address of all owners of record of abutting parcels.	✓	
D. All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures.	✓	
E. The location and use of all existing and proposed buildings and structures within the development. Include all dimensions		

of height and floor area, show all exterior entrances and all anticipated future additions and alterations. For developments in the "C-2" Central Business District (CBD), indicate design details to make new construction compatible with existing structures. ✓ ____

F. The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs and fences. Location type and screening details for all waste disposal containers shall also be shown. ✓ ____

G. The Municipal Planner may require location, height, intensity, and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties. ____ ____

H. The location, height, size, materials, and design of all proposed signage. ____ ____

I. A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas. ____ ____

J. The location of all existing and proposed utility systems including:

1. sewer lines and manholes; ✓ ____
2. water lines and fire hydrants; ✓ ____
3. telephone, cable and electrical systems; and ✓ ____
4. storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales. ✓ ____

K. Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable. ✓ ____

L. Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans

for meeting Federal Emergency Management Agency (F.E.M.A.) requirements. ✓ ____

M. Zoning district boundaries adjacent to the sites perimeter shall be drawn and identified on the plan. ✓ ____

N. Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:

1. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels. ✓ ____

2. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and ✓ ____

3. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given. ✓ ____

O. For new construction or alterations to any existing structure, a table containing the following information must be included:

1. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; ✓ ____

2. Maximum number of employees; ✓ ____

3. Maximum seating capacity, where applicable; ____ ____

4. Number of parking spaces existing and required for the intended use; and ✓ ____

5. A landscape plan for improving large areas of paved parking with appropriate landscaping may be required. ____ ____

SIGNATURE: [signature] DATE: _____

BY: TITLE: _____

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease") is entered into as of the 10th day of May, 2021 by and between THE SOUTHWEST DISTRICT, UNITED METHODIST CHURCH, a Missouri nonprofit corporation ("District"), and JASPER COUNTY CASA, a Missouri non profit corporation ("CASA").

1. **Description of Leased Premises.** District owns real property located at 2517 E 20th, Joplin, Missouri 64804-1037, Missouri and 2501 E. 20th, Joplin, Missouri 64804-1037 being more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), which includes, but is not limited to, a surface parking lot containing parking spaces being more particularly described on Exhibit B attached hereto and made a part hereof (the "Leased Premises"). CASA owns real property located at 1825 Carolyn Place, Joplin, Missouri 64804-1037 ("CASA's Property"), which is adjacent to the Property and intends to construct a building thereon (the "CASA Building"). CASA desires to lease twenty (20) non-exclusive and unassigned parking spaces (the "Parking Spaces") located within the Leased Premises, and District hereby demises and leases to CASA the Parking Spaces located within the Leased Premises in accordance with the terms and conditions set forth in this Lease.

2. **Use of the Property and the Leased Premises; Improvements.**

a. Except as otherwise expressly provided herein, CASA's staff, employees, guests, agents, representatives, consultants, successors and assigns (the "Designated Users") may use on a non-exclusive basis (i) the Parking Spaces located within the Leased Premises for parking and (ii) the Property (including the Sidewalk, as defined herein) for access, ingress and egress, both

provide CASA a minimum of thirty (30) days prior written notice that it must restrict use by the Designated Users of the Leased Premises due to such repairs, cleaning or rehabilitation of the same. If, as a result of damage or destruction, more than ten (10) of the Parking Spaces become unavailable to the Designated Users, District shall provide to CASA within thirty (30) days after the date of such damage or destruction, at District's cost, alternative parking spaces located on the Property.

3. **Term, Commencement and Extension Terms.**

a. The term of this Lease shall commence on the date hereof (the "Commencement Date"). The term of this Lease shall be for a period of one (1) year commencing on the Commencement Date and expiring on that date which is the first (1st) anniversary of the Commencement Date, subject to the extension terms below (hereinafter, the "Term", which shall include any Extensions Terms (as defined below)).

b. Provided that no default exists at the time, the term of this Lease will automatically renew for one (1) year terms (each an "Extension Term" and together the "Extension Terms") upon the same terms and conditions, unless either party delivers written notice of termination to the other party at least six (6) months prior to the expiration of the term or the then current Extension Term, as applicable.

c. This Lease may be terminated at any time by District upon delivery of six (6) months prior written notice to CASA.

4. **Rent.** CASA agrees to pay District a gross rental sum of One and 00/100 Dollars ($1.00) for the non-exclusive right to use the Leased Premises and the Property pursuant to the terms and conditions of this Lease for the duration of the term and any Extension Terms (the

eminent domain, then this Lease shall terminate as of the date of vesting of title in the condemning agency.

b. If a portion, but less than all, of the Leased Premises, or any portion of the Property which restricts CASA's access to the Leased Premises, shall be taken pursuant to the exercise of the power of eminent domain, then CASA may, at its sole option, elect to terminate the entire Lease, or terminate the application of this Lease to the portion of the Leased Premises so taken, as of the date of vesting of title in the condemning agency.

8. **Default and Remedies.** The failure by District or CASA to perform any of their respective obligations pursuant to this Lease beyond any cure period shall constitute a default of the Lease. If either District or CASA breach the provisions of this Lease, then such party shall be referred to herein as a "Defaulting Party" and the other party shall be referred to herein as the "Non-Defaulting Party". In any such event, if the Defaulting Party fails to cure its default within thirty (30) days of written notice from the Non-Defaulting Party, or, if such default cannot be cured within such 30-day period, if the Defaulting Party fails to commence curing the default within that 30-day period, and thereafter fails to diligently prosecute the curing of the default to completion, the Non-Defaulting Party shall have the following rights, remedies, powers and authority: (i) the Non-Defaulting Party shall have the right to perform all of the Defaulting Party's obligations under this Lease and to charge the Defaulting Party for all expenses incurred by the Non-Defaulting Party in the performance of Defaulting Party's obligations; it being agreed that the Defaulting Party shall pay the Non-Defaulting Party within fifteen (15) days of written demand for payment from the Non-Defaulting Party (any amount requested which remains unpaid shall bear interest at the rate of twelve percent (12%) per annum until paid if not

attorneys' fees) suffered or incurred by any one or more of the Indemnified Persons resulting from or arising out of (i) any negligence or willful misconduct of such party or such party's agents, employees or contractors, or (ii) any breach by such party of such party's covenants, agreements and obligations under this Lease; provided, however, that such obligation to indemnify, defend and hold harmless any Indemnified Person shall not apply to the extent that any such loss, damage, claim, demand, cause of action, penalty, cost or expense was caused by (i) the negligence or willful misconduct of an Indemnified Person; or (x) the breach of this Lease by an Indemnified Person. The indemnities contained herein shall survive the termination or expiration of this Lease. Notwithstanding the foregoing, CASA shall indemnify, defend, and save District and District's affiliates, and their respective agents, managers, members, agents, officers, contractors, assignees, successors, and employees from any and all claims, liens, demands, judgments, suits, or liability whatsoever arising from, as a result of, or in connection with CASA's Work or the use of the Leased Premises and Property by CASA or the Designated Useres, and from all loss or damage thereto, and from and against all loss, damage, demands, judgments, suits, claims, penalties, liability, costs and expenses, including attorney's fees, howoever arising or incurred.

12. **Resolution of Disputes.** In the event of any dispute between the parties, all costs and expenses resulting from the resolution of such dispute, including, but not limited to attorneys' fees, shall be paid by the non-prevailing party.

13. **Notices.** All notices and other communications provided for hereunder shall be in writing and shall be personally delivered, sent by a nationally recognized overnight bonded courier or sent by first class registered mail, postage prepaid and certified return receipt

unenforceable, such invalid or unenforceable provision shall not invalidate or effect the other provisions of this Lease which shall remain in effect and be construed as if such provision were not a part hereof; provided that if the invalidation or unenforceability of such provision shall, in the opinion of either party to the Lease, have a material effect on such party's rights or obligations under this Lease, then the Lease may be terminated by such party upon thirty (30) days written notice by such party to the other party.

17. **Warranties and Representations.** Each signatory hereto represents and warrants to the parties hereto that it has the authority to sign this document and to bind its respective entity with respect to this Lease.

18. **Binding Effect.** This Lease and all of the covenants, conditions and agreements contained herein shall be binding upon the parties hereto and their respective successors and assigns.

19. **Subordination and Non-Disturbance**. This Lease and all the rights of CASA hereunder are and shall be subject and subordinate at all times to the lien or liens of any and all mortgages in any amount or amounts whatsoever placed on the Property, or any portion thereof, either prior or subsequent to the date hereof.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed the foregoing instrument, as of the day and year first above written.

DISTRICT:

THE SOUTHWEST DISTRICT, UNITED METHODIST CHURCH, a Missouri nonprofit corporation

By: Alice Fowler
Name: Alice Fowler
Title: President / District Superintendent

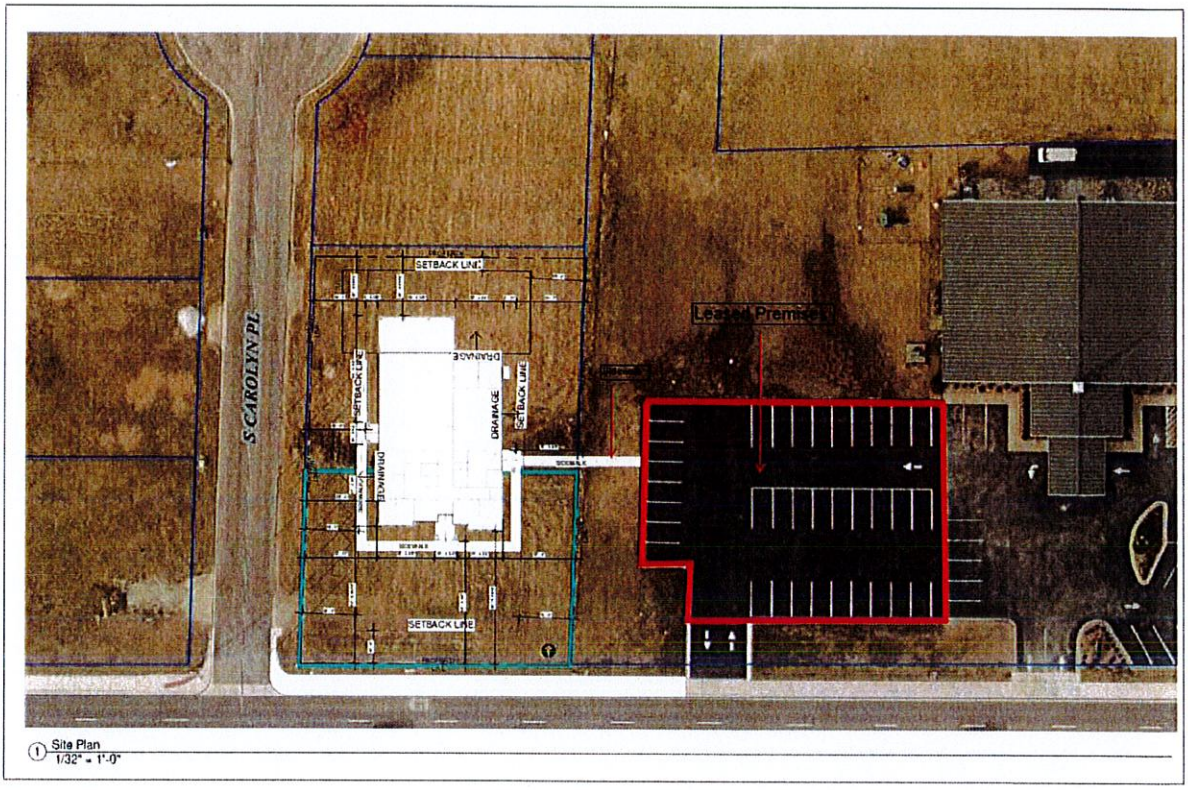
CASA:

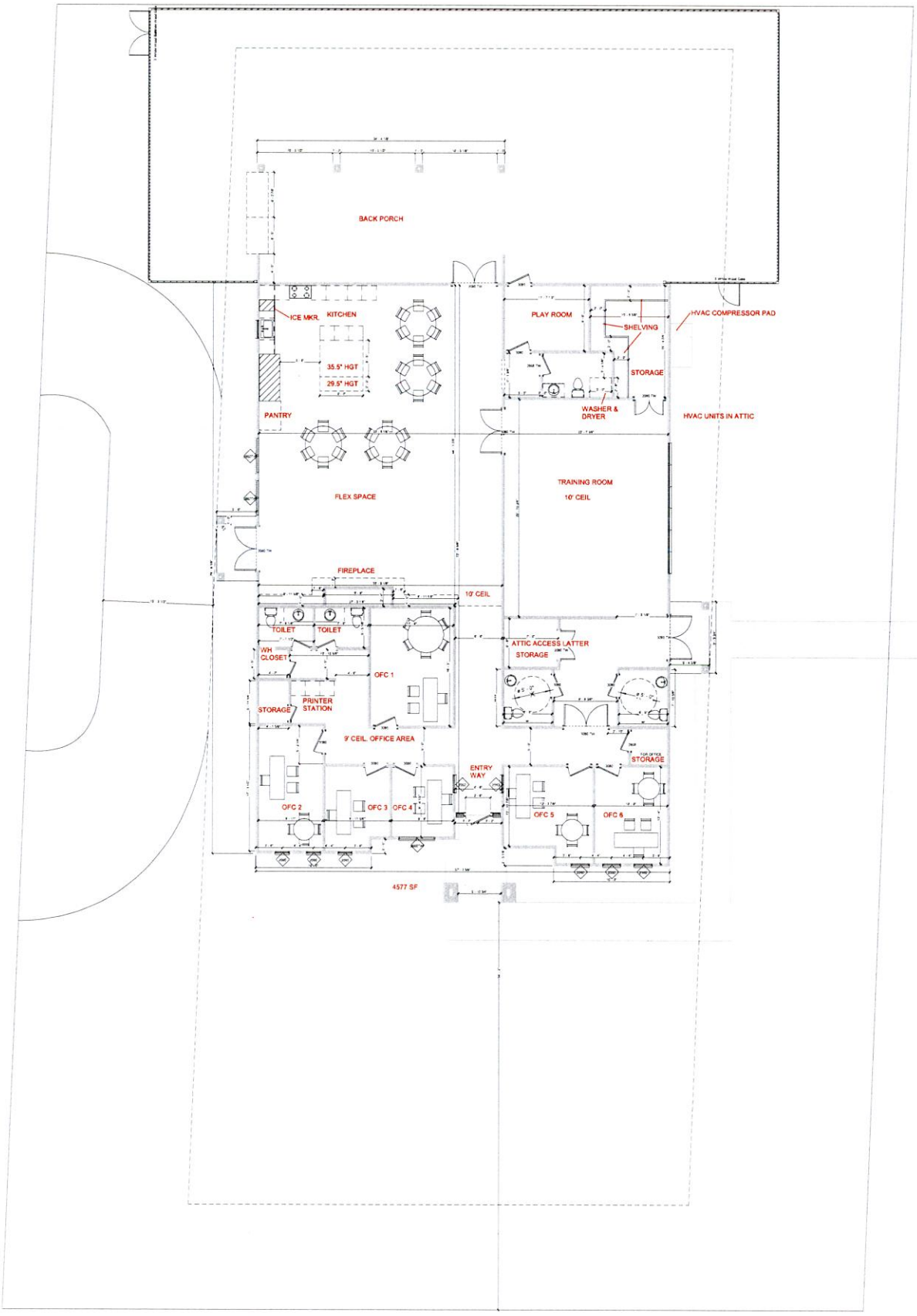
JASPER COUNTY CASA,
a Missouri non profit corporation

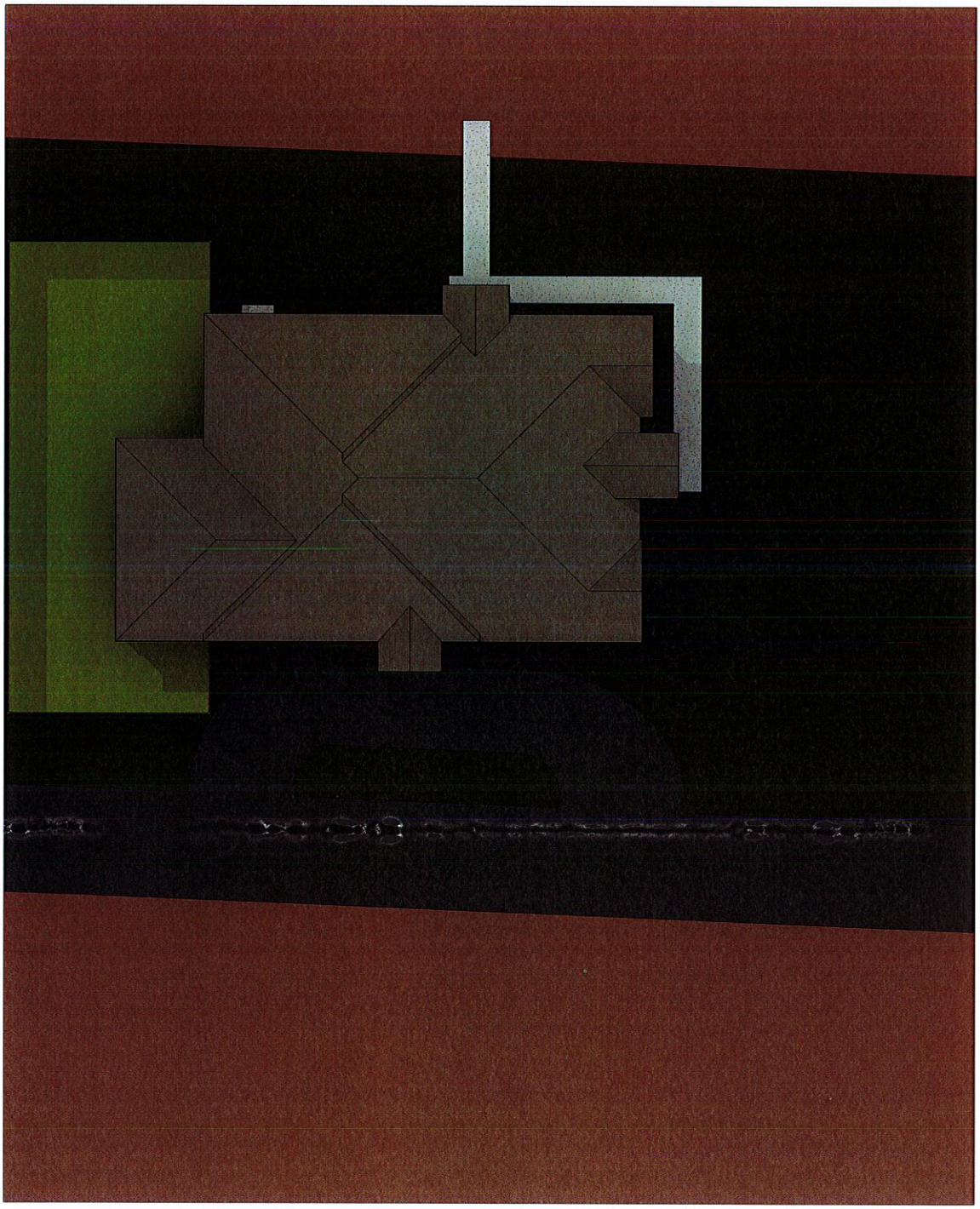
By: _____
Name: _____
Title: _____

EXHIBIT B

Depiction of the Leased Premises




BACK PORCH
ICE MKR.
KITCHEN
35.5" HGT
29.5" HGT
PANTRY
PLAY ROOM
SHELVING
STORAGE
WASHER & DRYER
HVAC COMPRESSOR PAD
HVAC UNITS IN ATTIC
FLEX SPACE
TRAINING ROOM
10' CEIL
FIREPLACE
10' CEIL
TOILET
TOILET
WH CLOSET
OFC 1
STORAGE
PRINTER STATION
ATTIC ACCESS LATTER
STORAGE
9' CEIL. OFFICE AREA
ENTRY WAY
STORAGE
OFC 2
OFC 3
OFC 4
OFC 5
OFC 6
4577 SF

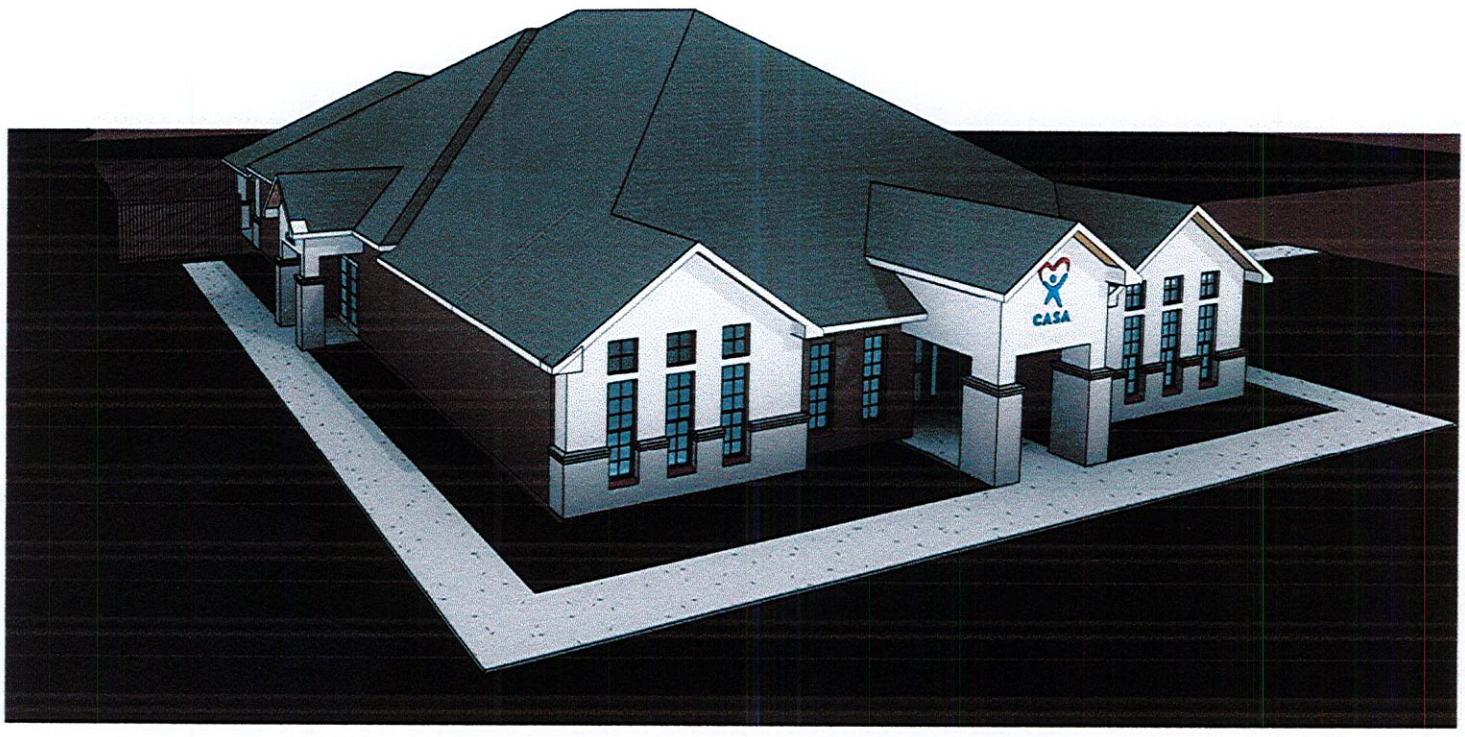




1 FRONT VIEW
1" = 10'-0"



2 3D View OPT 1



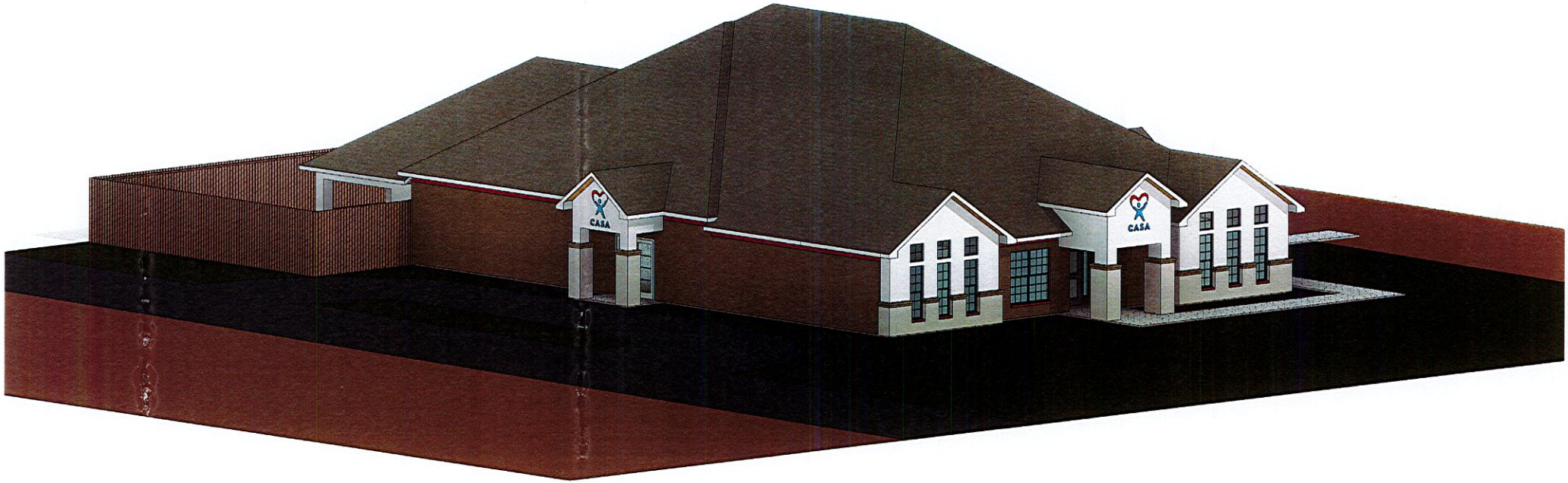
3 3D View 1

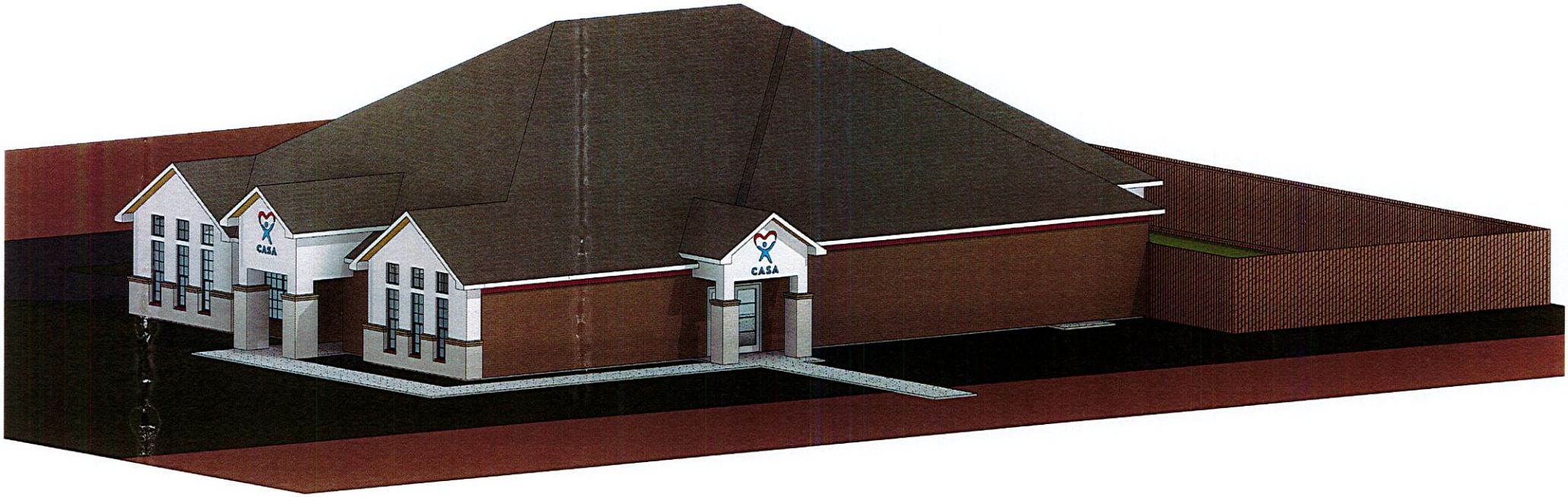


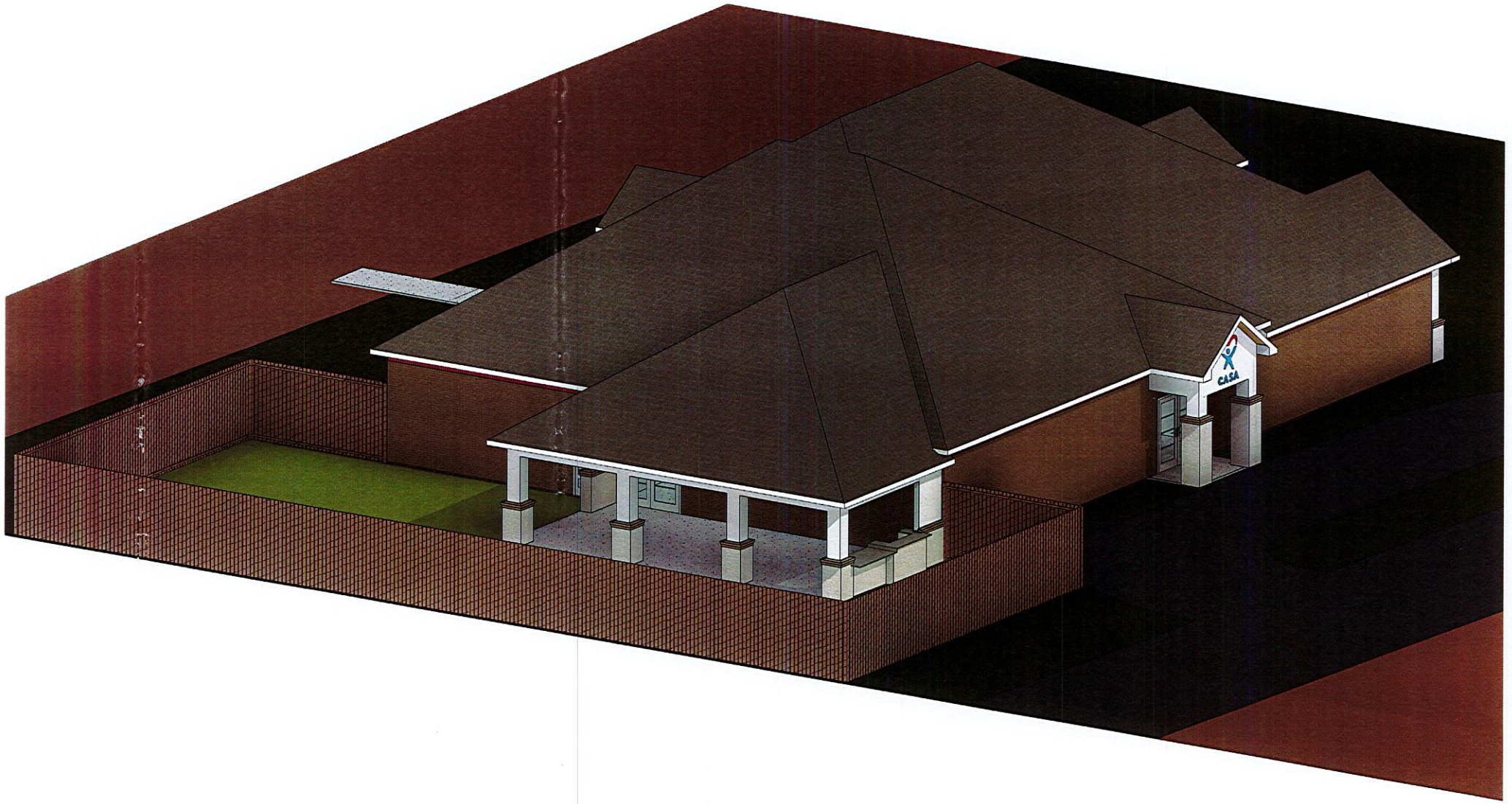
1 FRONT VIEW OPT 1
1 : 90



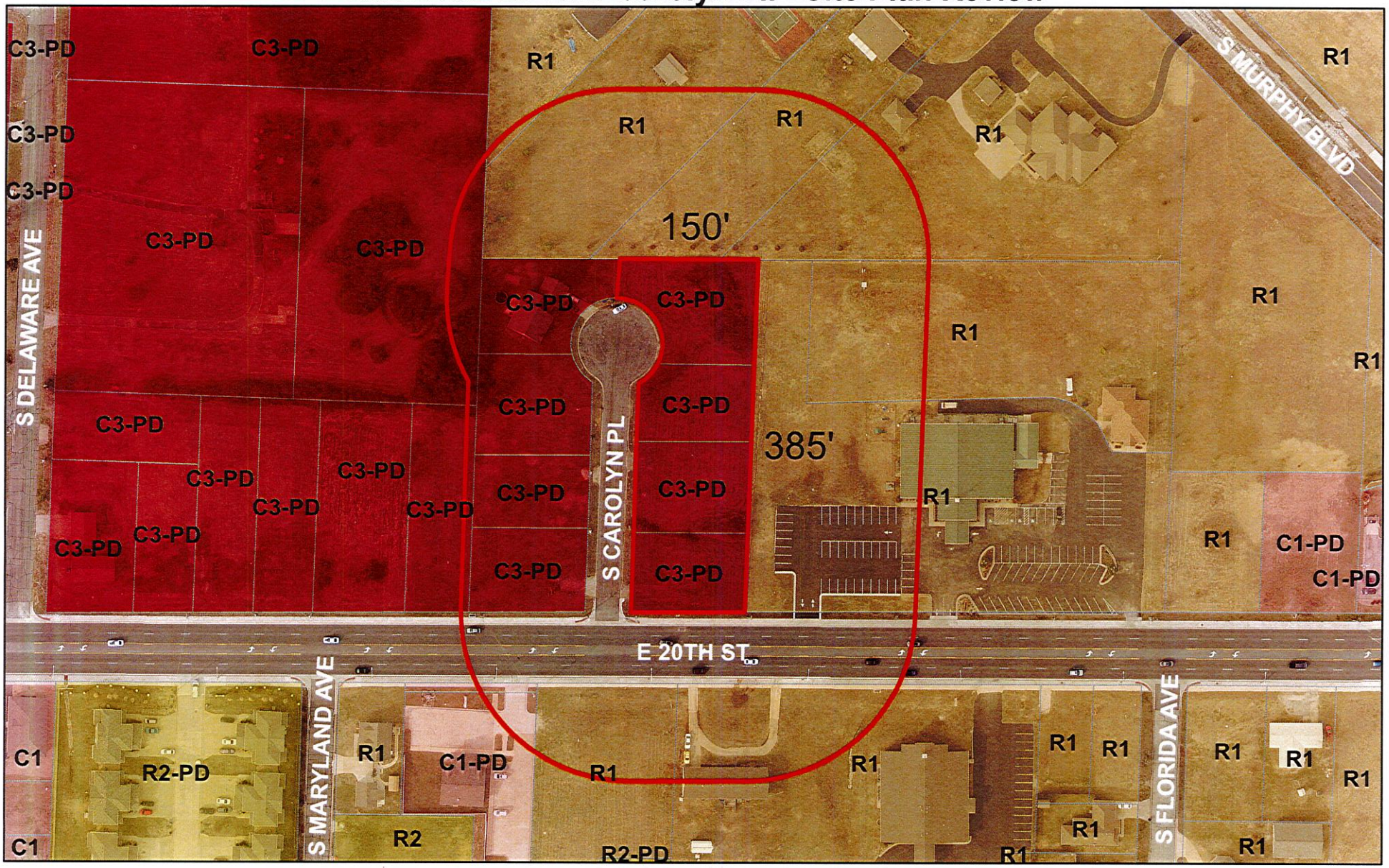
2 3D View OPT 1


CASA
CASA


CASA
CASA


CASA

Case 030-21: 1917 Carolyn Pl. - Site Plan Review



Case 030-21: 1917 Carolyn Pl. – A request to review the site plan for future office development – CASA

0 75 150 300 450 600 Feet

N