INFORMAL AGENDA

December 2, 2013

5:15 p.m.

1. Discussion of the Martin Luther King Celebration – Dr. Al Cade, Interim Dean, School of Education; Faustina Abrahams, Diversity Committee Chairperson

2. Discussion of Mother Road Marathon

3. Any other business

COUNCIL A G E N D A

December 2, 2013

6:00 P.M., Council Chambers

General Council Members	MAYOR	Zone Council Members
Mike Woolston	Melodee Colbert-Kean	Gary Shaw
Morris Glaze		Melodee Colbert-Kean
Bill Scearce (Mayor ProTem)		Dr. Benjamin D. Rosenberg
Jack Golden		Michael Seibert
Trisha A. Raney		

1. Call to Order
Invocation
Pledge of Allegiance

2. Roll Call

3. Presentations

4. Finalization of Consent Agenda

5. Reports and Communications

6. Citizen Requests and Petitions
1. Mr. Tim Parker, 5733 W. Highway 86, Joplin, Missouri, requests to address Council regarding abuse of dangerous building ordinance.

7. Public Hearings
Public Hearing Procedures
1. COUNCIL BILL NO. 2013-299 - AN ORDINANCE providing for the vacation of a 20-foot wide public alley and utility easement and a 14-foot wide utility easement located north of Seventh Street between Picher and Gray Avenues in the City of Joplin, Jasper County, Missouri. (Requested by Kyle Denham. Planning and Zoning recommended approval)

2. COUNCIL BILL NO. 2013-300 - 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-3 property as described below and located at 707 and 711 South Park Avenue in the City of Joplin, Jasper County, Missouri. (Requested by William T. Raney. Planning and Zoning recommended approval).

Anyone wishing to address the Council should step to the Podium and state their 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 minutes.

Sound enhancement units are available for hearing impaired customers. You will be asked to provide a form of identification as security, which will be returned when you return the unit.
If you are in need of disability related auxiliary aids or services, contact the City Clerks Office at (417) 624-0820 ext. 220. Forty-eight hours notice is requested.

3. COUNCIL BILL NO. 2013-301 - 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-3-PD property as described below and located at 2817 East 20th Street in the City of Joplin, Jasper County, Missouri. (Requested by RNR Custom Wheels & Tires. Planning and Zoning Recommended approval.)

4. COUNCIL BILL NO. 2013-302 - AN ORDINANCE providing for the vacation of all public utility easements on Lot 15 of Prehm Urban Renewal Project No. R-19 located at 2502 South Moffet Avenue in the City of Joplin, Jasper County, Missouri. (Requested by LTC Consulting. Planning and Zoning recommended approval)

5. COUNCIL BILL NO. 2013-303 - 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-PD property as described below and located at 2502 South Moffet Avenue in the City of Joplin, Jasper County, Missouri. (Requested by LTC Consulting. Planning and Zoning recommended approval).

6. COUNCIL BILL NO. 2013-304 - 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-0 property as described below and located at 2810 South Jackson Avenue in the City of Joplin, Jasper County, Missouri. (Requested by N & R of Joplin LLC. Planning and Zoning recommended approval).

7. COUNCIL BILL NO. 2013-305 - AN ORDINANCE providing for the vacation of a 10-foot wide public utility easement located at 2810 South Jackson Avenue in the City of Joplin, Jasper County, Missouri. (Requested by N & R of Joplin LLC. Planning and Zoning recommended approval).

8. RESOLUTION NO. 2013-031 - A RESOLUTION granting a Special Use Permit (First Request) to N & R of Joplin LLC for the development and operation of a skilled nursing facility located at 2810 South Jackson Avenue, in the City of Joplin, Jasper County, Missouri. (Requested by N & R of Joplin LLC. Planning and Zoning recommended approval for a permanent Special Use Permit.)

9. COUNCIL BILL NO. 2013-306 - AN ORDINANCE providing for the vacation of the southerly 4 feet of the southerly 10 feet of a platted sanitary sewer easement located at 2008 Highlander Drive in the City of Joplin, Newton County, Missouri. (Requested by Brian and Cynthia Swadner. Planning and Zoning recommended approval).

10. COUNCIL BILL NO. 2013-307 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of Prigmore Road between Route FF/32nd Street and Interstate 44 in Jasper County, Missouri. (Requested by Jasper County, Missouri. Planning and Zoning recommended approval.)

11. COUNCIL BILL NO. 2013-308 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at Prigmore Road and East 26th Street/Alliance Parkway in Jasper County, Missouri. (Requested by Joplin Industrial Development Authority. Planning and Zoning recommended approval.)

12. COUNCIL BILL NO. 2013-309 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northeast corner of Prigmore Road and East 26th Street/Alliance Parkway in Jasper County, Missouri. (Requested by Missouri American Water Company. Planning and Zoning recommended approval).

8. Consent Agenda

1. Minutes of the November 18, 2013 meeting

2. COUNCIL BILL NO. 2013-516 - AN ORDINANCE adopting a change in the Benefit Program of the City of Joplin under the Missouri Local Government Employees Retirement System of covered employees from LT-14 (65) to L-6, in accordance with RSMo. Section 70.656, and setting a date when this ordinance shall become effective.

9. Resolutions

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2013-632-AN ORDINANCE approving a Contract for Online Reporting by and between the City of Joplin, Missouri and Coplogic Inc., dealing generally with the provision of customer support, maintenance, and technical support for the Police Department for the initial amount of Sixteen Thousand Dollars ($16,000.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

2. COUNCIL BILL NO. 2013-633-AN ORDINANCE approving a Contract for inmate medical care by and between the City of Joplin, Missouri and Advanced Correctional Healthcare, Inc., dealing generally with the provision of inmate medical, dental, pharmaceutical, and general healthcare of inmates for the police department for the initial amount of Thirty-Nine Thousand Seven Hundred Ninety-Five Dollars and Sixty Cents ($39,795.60); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. Case 076-13: Southwest corner of E. 20th Street & Connecticut Avenue – A request for a Site Plan Review for Commerce Bank, a proposed commercial bank development in a C-1 PD (Neighborhood Commercial – Planned Development) and C-2 PD (Central Business District – Planned Development) zoning district – Commerce Bank / Howard + Helmer Architecture. (Planning & Zoning Commission recommended approval)

Notice posted at 4:30p.m. on this the 27th day of November, 2013. (RSMo 610.020)

INFORMAL NOTES

November 18, 2013

5:15 p.m.

Discussion of Audit bid responses.	Leslie Haase, Finance Director stated four bids were received by the City. Cochran and Head were the lowest bid. They were willing to work with a local firm. Mr. Cochran stated it was not uncommon to use a local firm. And he believes in using a local firm. And, feels he has gained experience over the years. He believes Will Roderique's firm is a good firm and will remain local. After questions by council, Mr. Shaw made a motion, second by Woolston to engage a certain percentage Cochran, Head & Co. 8-0-1.

CITIZENS REQUESTS

REQUEST TO ADDRESS COUNCIL

TO: Mayor and Members of the Council Date: 11/25/13

I would like to speak to the City Council on the following subject:

ABUSE OF DANGEROUS BLDG. ORDINANCE

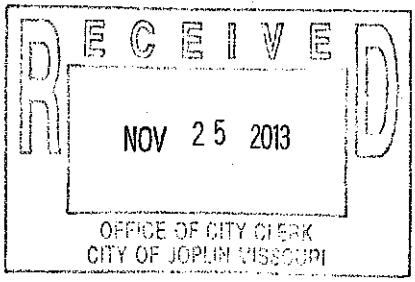
Thank you.

Name: TIM PARKER

Address: 5733 W. Hwy 86 JOPLIN, MO

Daytime Phone: 417-825-5000

Phone No.: _____



PUBLIC HEARINGS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-299
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: Nick Heatherly Nat Date: 11/22/2013
City Attorney: Brian Head Date: 11/25/13
City Manager: R. Mark Rohr Date: 11/25/13
Board or Commission: Planning and Zoning Commission NAW Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 052-13: North of Seventh Street between Gray and Picher Avenues – A request for the vacation of a 20 foot wide public alley and utility easement and a 14 foot wide utility easement – Kyle Denham, on behalf of Joplin Schools.

STAFF SUMMARY:
This is the final portion of an alley that once ran between Sixth and Seventh Streets between Picher and Gray. The other portion of the alley was vacated in 1927. This remaining portion of the alley is narrow and the school would like to direct traffic onto Picher for safety reasons, as well as build a new FEMA storm shelter/gymnasium addition over the existing alley and utility easement.

The vacation request will complete the vacation of the remaining portion of the alley and utility easement between 6th and 7th Streets and between Picher and Gray, as well as the remaining portion of a utility easement between the alley and Picher.

Staff recommends approval of Case 052-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Kyle Denham, PLJBD Architects, appeared representing Joplin Schools. He requested the vacation of two utility easements that are currently on the West Central Elementary School campus. One easement comes from Picher Avenue, with the other easement coming from Seventh Street. Part of the alley has already been vacated, and he is requesting the vacation of the remaining portion of the alley off of Seventh Street to allow for an addition to the West Central campus.

Mr. Denham showed the commissioners a site plan for the proposed development. The expansion will be to the west of the existing campus building. With this addition, they can get buses and cars off of the street and have some vehicular parking on a paved parking lot off of Picher Avenue. The alley access from Seventh Street will be closed once construction begins.

Mr. Denham stated that the school has a contract to purchase the remaining house west of the school building. The people who live there have the rights to live in their house until their new house is constructed, which Mr. Denham understands is currently under construction. The school will then demolish the existing house.

Mr. Denham has received letters of consent from the utility companies stated they have no problems with the proposed vacations. He will allow some additional bus parking off Seventh Street which will allow vehicular circulation to greatly improve around the campus.

Mr. Cortez asked if the additional parking is for the staff, and Mr. Denham replied for staff and parents.

PUBLIC COMMENT:
None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Vacation

CASE 052-13:

A request for the vacation of a 20 foot wide public alley and utility easement and a 14 foot wide public utility easement.

APPLICANT: Kyle Denham, on behalf of Joplin Schools

REPRESENTATIVE: N/A

LOCATION: North of 7th Street between Picher and Gray

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Alley & Utility Easement	20' x 150'
Utility Easement	14' x 180'

REASON FOR VACATION:

This is the final portion of an alley that once ran between 6th and 7th Streets between Picher and Gray. The other portion of the alley was vacated in 1927. This remaining portion of the alley is narrow and the school would like to direct traffic onto Picher for safety reasons, as well as build a new FEMA storm shelter/gymnasium addition over the existing alley and utility easement.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: Yes

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The vacation request will complete the vacation of the remaining portion of the alley and utility easement between 6th and 7th Streets and between Picher and Gray, as well as the remaining portion of a utility easement between the alley and Picher.

Staff recommends approval of Case 052-13.
ENCLOSURES: None

RECEIVED 6-18-13

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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.: 052-13
Filing Fee: $ 350.00
Date Advertised: 7-28-13
Date Notices Sent 7-29-13
Public Hearing Date: 8-12-13

I. Applicant Name: KYLE DENHAM FOR JOPLIN SCHOOLS Phone: 624.4004

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 303 S. MAIN JOPLIN MO Zip: 64801

II. Type of vacation requested (check one):

Street Vacation ☐

Alley Vacation ☒

Utility vacation ☒

Other (Please specify)

III. Legal Description of area requested to be vacated: PARTIAL ALLEY BETWEEN PICHER AND GRAY, NORTH OFF 7TH WEST OF WEST CENTRAL ELEMENTARY SCHOOL. SEE ATTACHED DRAWING

IV. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation.

   NO, JOPLIN SCHOOLS OWNS ALL OF THE PROPERTY ON BOTH SIDES OF THIS ALLEY

2. The vacation will not cause the public to suffer a loss or inconvenience.

   ~~No~~

3. In justice to the applicant(s) the vacation should be granted.

   VACATING THIS ALLEY WOULD ALLOW JOPLIN SCHOOLS TO DEVELOP THE SITE & RESTRICT ACCESS NEXT TO THE SCHOOL.

V. Required Attachments:

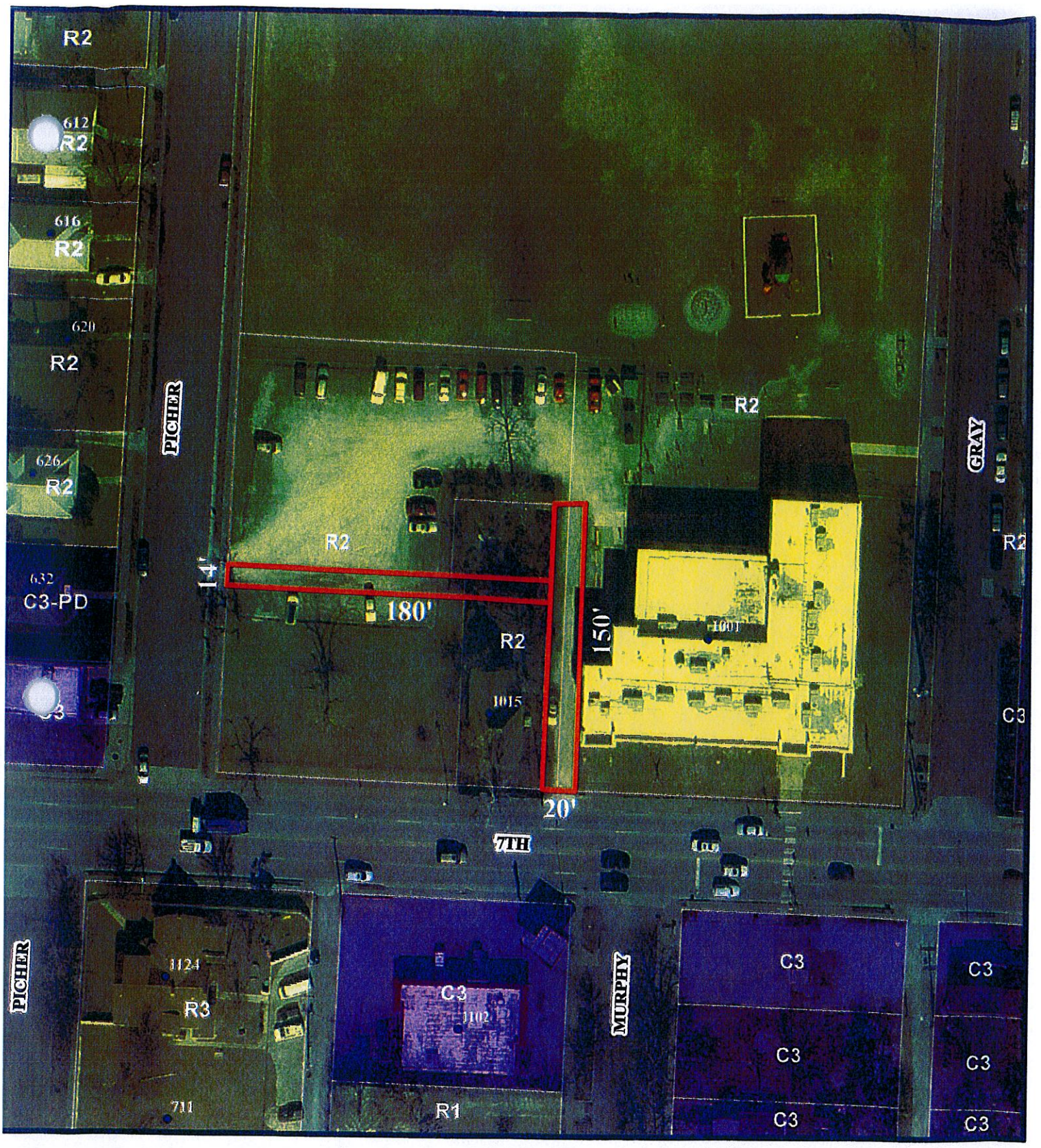
1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement. The following private companies must be contacted and consent to the vacation for the Public Hearing can take place.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928

Kyle Denham



Case 052-13: A request for the vacation of a portion of a 20 foot wide public alley and utility easement beginning at the north right-of-way line of 7th Street north approximately 150 feet. Located between 1001 and 1015 West 7th Street, and the vacation of a 14 foot wide public utility easement beginning at the east right-of-way line of Picher to the said public alley. - Kyle Denham, on behalf of Joplin Schools



Case 052-13: North of Seventh Street between Gray and Picher Avenues – A request for the vacation of a 20 foot wide public alley and utility easement and a 14 foot wide utility easement – Kyle Denham, on behalf of Joplin Schools.

Mr. Eastman opened the public hearing for Case 052-13.

Mr. Kyle Denham, PLJBD Architects, 303 South Main Street, Joplin, appeared representing Joplin Schools. He requested the vacation of two utility easements that are currently on the West Central Elementary School campus. One easement comes from Picher Avenue, with the other easement coming from Seventh Street. Part of the alley has already been vacated, and he is requesting the vacation of the remaining portion of the alley off of Seventh Street to allow for an addition to the West Central campus.

Mr. Denham showed the commissioners a site plan for the proposed development. The expansion will be to the west of the existing campus building. With this addition, they can get buses and cars off of the street and have some vehicular parking on a paved parking lot off of Picher Avenue. The alley access from Seventh Street will be closed once construction begins.

Mr. Denham stated that the school has a contract to purchase the remaining house west of the school building. The people who live there have the rights to live in their house until their new house is constructed, which Mr. Denham understands is currently under construction. The school will then demolish the existing house.

Mr. Denham has received letters of consent from the utility companies stated they have no problems with the proposed vacations. He will allow some additional bus parking off Seventh Street which will allow vehicular circulation to greatly improve around the campus.

Mr. Cortez asked if the additional parking is for the staff, and Mr. Denham replied for staff and parents.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 052-13.

MR. CORTEZ MOVED, SECONDED BY MR. SMITH, THAT CASE 052-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 052-13
Kyle Denham, on behalf of Joplin Schools
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-299 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 20-foot wide public alley and utility easement and a 14-foot wide utility easement located north of Seventh Street between Picher and Gray Avenues in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 20-foot wide public alley and utility easement and a 14-foot wide utility easement located north of Seventh Street between Picher and Gray Avenues in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> The portion of the north-south public alley and utility easement extending from the north line of Lot Five (5) in J.C. Sherer's Sub-Division of Lots 33, 34, 35 and 36 in Gray's Addition to the City of Joplin, south to the north right-of-way line of Seventh Street AND the vacation of all of a 14 foot wide public utility easement more specifically described as follows: The east-west public utility easement bounded by the south line of Lot Five (5) in J.C. Sherer's Sub-Division of Lots 33, 34, 35 and 36 in Gray's Addition to the City of Joplin, and the north line of Lot One (1), Two (2), Three (3), and Four (4) in J.C. Sherer's Sub-Division of Lots 33, 34, 35, and 36 in Gray's Addition to the City of Joplin.

Section 2. That these portions of the alley and utility easements hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in that portion of the alley or easements hereby vacated. Such utility companies shall have the right to maintain, repair and replace any such installations now on the vacated portion of said alley and shall be subject to the rights of the City of Joplin for sewer construction and maintenance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-300
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: Nick Heatherly	Date: 11/22/2013
City Attorney: Brian Head	Date: 11/25/13
City Manager: R. Mark Rohr	Date: 11/25/13
Board or Commission: Planning and Zoning Commission	Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 065-13: 707 and 711 South Park Avenue – A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) for future commercial development – William T. Ramsey.

STAFF SUMMARY:
The proposed rezoning will allow for the expansion of an adjacent business across the north-south alley at 714 South Highland Avenue. The business would like to add additional parking and a new building. They have purchased 3 lots, with the 2 northern lots requested to be rezoned. The southern lot will remain residential. The applicant is aware that a 6 foot privacy fence and landscaping buffer will be required between the commercial and residential lot.

Staff recommends approval of Case 065-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. David Glenn, a commercial broker with the Glenn Group Real Estate, appeared representing both Todd and Julie Ramsey of Ramsey Media Works. They are proposing to rezone this particular property to District C-3. Their business is a commercial advertising firm, with most of their clients being national trucking companies.

Mr. and Mrs. Ramsey's business has grown to the extent that they would like to purchase the property in this request and use it for additional parking. They are surrounded by C-3 zoning to the north, east, and west, and they intend to use this property primarily for a parking lot because of the increased number of employees. They do not have many local clients since most of their customers are national clients. They will be applying for a building permit in the future for a recording and video building in order to do on-site commercials.

Mr. Smith asked the City staff if Mr. and Mrs. Ramsey must sign an affidavit giving Mr. Glenn the power to represent them at this meeting. Mr. Wright has a copy of that affidavit.

PUBLIC COMMENT:
None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Rezoning

CASE 065-13:

A request to rezone from Districts R-1 (Single-Family Residential) to District C-3 (Commercial) for future commercial development.

APPLICANT: William T. Ramsey

LOCATION: 707 and 711 S. Park Avenue

REQUESTED ZONING: C-3 (Commercial)

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family)	Vacant Lot	12,500 ft² / 0.29 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	C-3 & R-1	R-1	C-3 & R-1
Land Use	Commercial	Commercial & Single-Family	Single-Family	Commercial & Single-Family

FUTURE LAND USE:

This site is recommended for low-density residential in the 2012 Future Land Use Map. However, several other adjacent properties are zoned C-3. The proposed zoning change is for the expansion of an adjacent business at 714 S. Highland Avenue.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Park Avenue	Local	60'

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

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

This property is suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning should not detrimentally affect nearby properties. The applicant is aware of screening and landscaping requirements.

DISCUSSION

The proposed rezoning will allow for the expansion of an adjacent business across the north-south alley at 714 S. Highland Avenue. The business would like to add additional parking and a new building. They have purchased 3 lots, with the 2 northern lots requested to be rezoned. The southern lot will remain residential. The applicant is aware that a 6 foot privacy fence and landscaping buffer will be required between the commercial and residential lot.

Staff recommends approval of Case 065-13.

ENCLOSURES: None

RECEIVED 9-23-13

REZONING APPLICATION FORM

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.: 065-13
Filing Fee: $350.00
Date Advertised: 10-27-13
Date Notices Sent: 10-28-13
P&Z Date: 11-11-13
City Council Date: 12-2-13

APPLICANT: WILLIAM T. RAMSEY PHONE: (417) 782-3694
ADDRESS: 714 S HIGHLAND AVE JOPLIN, MO ZIP: 64801
EMAIL: todd@ramseymediaworks.com
OWNER: MARK AND KATHLEEN ROGERS PHONE:
ADDRESS: 1208 EAGLECREST ST. STE B NIXA, MO ZIP: 65714
EMAIL: karogers8166@hotmail.com
LOCATION OF PROPERTY: 715 S. PARK JOPLIN, MO. 64801
LEGAL DESCRIPTION: ALL OF LOTS FIFTY (50) FIFTY-ONE (51) ~~AND FIFTY-TWO (52)~~ IN CORALID VIEW ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY MISSOURI

Present Zoning R-1 Requested Zoning: C-3 Acreage: .28
Present Use of Property: VACANT LOT
Proposed Use of Property: PARKING LOT AND FUTURE BUSINESS RELATED STRUCTURE

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	CAR LOT	C-3
South	SINGLE FAMILY	R-1
East	COMMERCIAL OFFICE	C-3
West	AUTO REPAIR	C-3

CHARACTER OF THE NEIGHBORHOOD: MOSTLY COMMERCIAL ACTIVITY

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? NO
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

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

✓ 4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:

___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: PARK ST.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local X
3. Right-of-Way Width: N A
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? NO
   - Gas? NO
   - Sewers? NO
   - Water? NO
5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

NOTHING UNIQUE. TO BE USED FOR THE ENHANCEMENT OF THE CURRENT BUSINESS

SIGNATURE: William T Ramsey DATE: 9-23-13

BY: William T Ramsey

TITLE: OWNER

09-20-2013

City of Joplin

Subject: Rezoning of 715 S. Park Ave.

This rezoning is requested in order to meet some of the needs of our growing business. It will provide additional off-street parking and help satisfy the potential for future facility expansion. (re: storage for records and equipment).

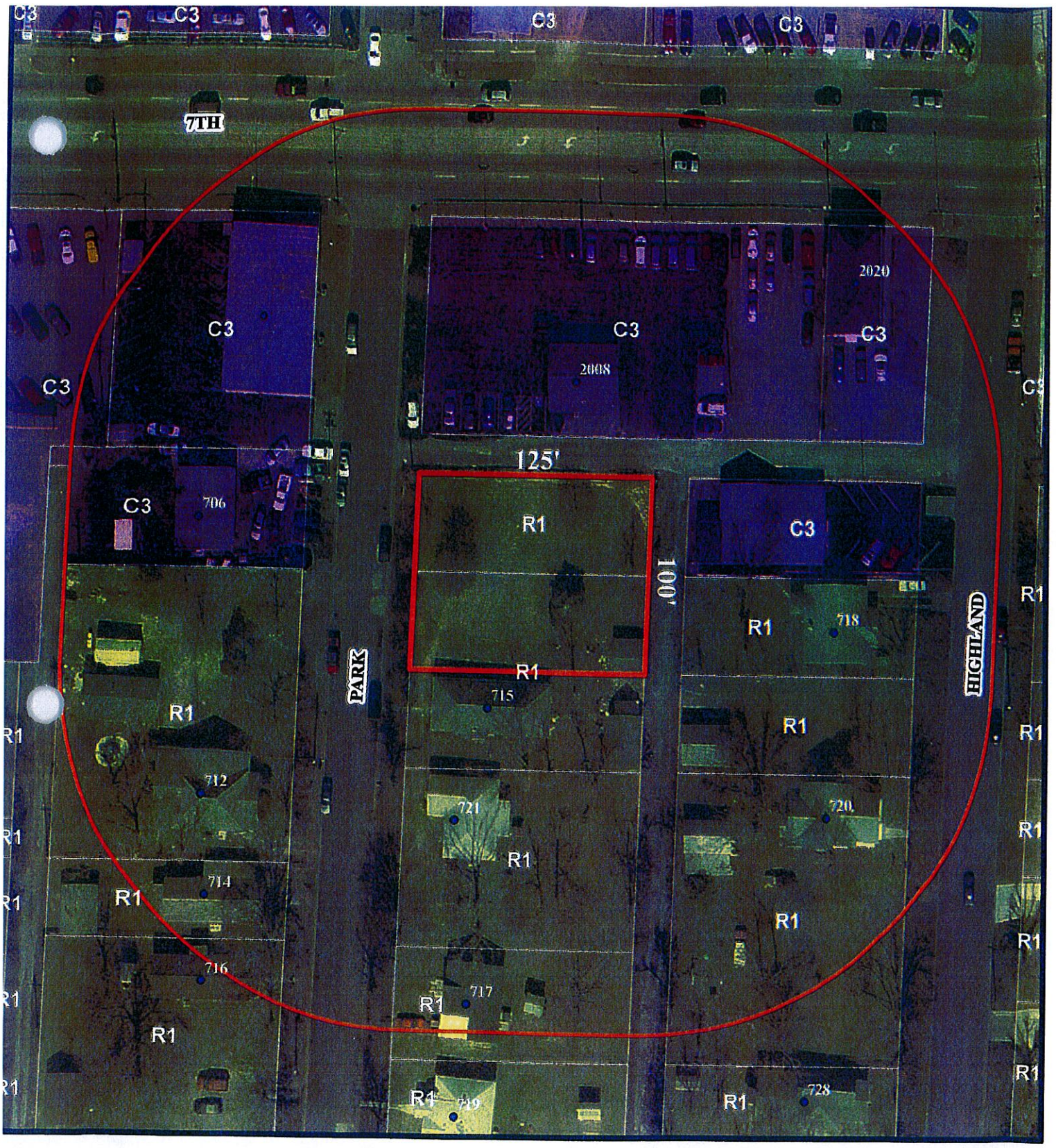
There should be no impact to the surroundings since the site is currently vacant land and is bordered by C-3 zonings on 3 of the 4 sides. This zoning will benefit the City of Joplin by improving a vacant lot and allowing a successful Joplin business to grow and expand.

Thank you for your consideration in this matter,

Best Regards,

Todd Ramsey

Todd Ramsey



0 60 120 240 360 480 Feet

Case 065-13: A request to rezone from District R-1 (Single-Family) to District C-3 (C mercial) for future commercial development at 707 and 711 S. Park Avenue. - William T. Ramsey

N

Case 065-13: 707 and 711 South Park Avenue – A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) for future commercial development – William T. Ramsey.

Mr. Eastman opened the public hearing for Case 065-13.

Mr. David Glenn, a commercial broker with the Glenn Group Real Estate, appeared representing both Todd and Julie Ramsey of Ramsey Media Works. They are currently on a business trip, so Mr. Glenn is representing them. They are proposing to rezone this particular property to District C-3. Their business is a commercial advertising firm, with most of their clients being national trucking companies.

Mr. and Mrs. Ramsey's business has grown to the extent that they would like to purchase the property in this request and use it for additional parking. They are surrounded by C-3 zoning to the north, east, and west, and they intend to use this property primarily for a parking lot because of the increased number of employees. They do not have many local clients since most of their customers are national clients. They will be applying for a building permit in the future for a recording and video building in order to do on-site commercials.

Mr. Smith asked the City staff if Mr. and Mrs. Ramsey must sign an affidavit giving Mr. Glenn the power to represent them at this meeting. Mr. Wright has a copy of that affidavit.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 065-13.

MR. DUNCAN MOVED, SECONDED BY MR. BROWN, THAT CASE 065-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 065-13
William T. Ramsey
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-300 **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-3 property as described below and located at 707 and 711 South Park Avenue in the City of Joplin, Jasper County, Missouri.

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 removing the following described property from District R-1 and including same in District C-3:

All of Lots Fifty (50) and Fifty-One (51) in Grand View Addition to the City of Joplin, Jasper County, Missouri.

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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST: _____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-301
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: Nick Heatherly Date: 11/22/2013
City Attorney: Brian Head Date: 11/25/13
City Manager: R. Mark Rohr Date: 11/25/13
Board or Commission: Planning and Zoning Commission Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "4 in favor, 1 opposed, and 2 absent"

SUMMARY/REQUEST:
Case 066-13: 2817 East 20th Street – A request to rezone from District R-1 (Single-Family Residential) to District C-3 PD (Commercial – Planned Development) for future planned commercial development – RNR Custom Wheels & Tires.

STAFF SUMMARY:
The proposed rezoning is for the development of a 5,000 square foot RNR Custom Wheels & Tires store.

Access Management: The site will have one point of access from 20th Street. Future cross access is shown on both the east and west property lines.

Parking: A total of 17 parking spaces have been provided, including 1 ADA space.

Building Design & Materials: The site will contain a 5,000 square foot building. The exterior of the building will primarily be brick, with EIFS around the main entrance and upper one-third of the façade.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. Interior parking islands include parking lot trees and shrubs.

Buffering: A 6' vinyl fence will be constructed along the north property line and around the building on the east and west property lines to screen the site from adjacent residential properties to the north.

Staff recommends approval of Case 066-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. David Harrison appeared representing RNR Custom Wheels & Tires, to construct a wheel and tire shop on the property in this request. The building will contain approximately 5,000 square feet, with six to seven employees. The proposed development will be in compliance with the City's architectural requirements and will look nicer than any automotive centers in the area. Mr. Harrison showed the commissioners one of their current facilities that has already been built.

Mr. Brown asked the City staff how the Comprehensive Plan addresses 20th Street. Mr. Bolander replied that the plan was modified and included design guidelines to allow commercial development along that section of 20th Street. The staff knew that most of those single-family homes wouldn't be rebuilt after the tornado since the 20th Street corridor has changed and become a major traffic way.

Mr. Bolander explained that the decision the commissioners are trying to make at this time is what intensity or what level of commercial development the community would like to see along the 20th Street corridor. The area along 20th Street from Range Line Road to Delaware Avenue was residential prior to the tornado. There have been market pressures to change this corridor to commercial, with the staff trying to update the codes to encourage the design that would be compatible with residential.

Mr. Cortez asked Mr. Harrison if he searched any alternative sites to this site on 20th Street prior to asking for this rezoning. He looked at many sites in Joplin and stated that he could purchase land and construct a building along 20th Street for less money than what he could purchase only a lot on Range Line Road. He has looked at properties on Seventh Street and on Range Line Road, with this property along 20th Street being the best piece he has found.

Mr. Cortez asked Mr. Harrison about his hours and days of operation. He replied 9:00 a.m. to 6:00 p.m. Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday. They are closed on Sunday.

PUBLIC COMMENT:
The following appeared in opposition to this request:

Dr. Keith Grebe, 2736 East 15th Street, Joplin
Mr. Allyn Burt, 2609 Waters Edge Boulevard, Joplin (owner of property within 185 feet of the property in this request)

They expressed concern about bringing a car shop into a developing residential area, resulting in decreased residential property values. They discussed Highview Avenue as being the dividing line between the commercial and residential zoning to shelter the residential community from the commercial development. They do not oppose the fact that much of 20th Street is becoming commercial but would like to see something that is not noisy or generates a high traffic volume, such as offices or multi-family residential uses.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Rezoning

CASE 066-13:

A request to rezone from District R-1 (Single-Family Residential) to District C-3 PD (Commercial – Planned Development) for property located at 2817 E. 20th Street for future planned commercial development.

APPLICANT: RNR Custom Wheels & Tires

LOCATION: 2817 E. 20th Street

REQUESTED ZONING: C-3 PD (Commercial – Planned Development)

CORRIDOR: 20th Street – Site Plan Required

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family)	Vacant (Former Single-Family)	160' x 175' / .65 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single-Family	Vacant (Former Single-Family)	Vacant (Future trail project)	Vacant (Former Single-Family)

FUTURE LAND USE:

This site is located along the 20th Street corridor and is eligible for rezoning subject to site plan review and approval.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
20th Street	Minor Arterial	85'

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

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone AE – 100 Year Flood Plain & Zone X – Area of minimal flooding. No permanent structures will be constructed in the 100 Year 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

This property is suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning and development plans should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning is for the development of a 5,000 square foot RNR Custom Wheels & Tires store.

Access Management: The site will have one point of access from 20th Street. Future cross access is shown on both the east and west property lines.

Parking: A total of 17 parking spaces have been provided, including 1 ADA space.

Building Design & Materials: The site will contain a 5,000 square foot building. The exterior of the building will primarily be brick, with EIFS around the main entrance and upper one-third of

the façade.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. Interior parking islands include parking lot trees and shrubs.

Buffering: A 6' vinyl fence will be constructed along the north property line and around the building on the east and west property lines to screen the site from adjacent residential properties to the north.

Staff recommends approval of Case 066-13.

ENCLOSURES:

Site plan

Landscape plan

Building elevations

RECEIVED 10-1-13

REZONING APPLICATION FORM

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.: 066-13
Filing Fee: $350.00
Date Advertised: 10-27-13
Date Notices Sent: 10-28-13
P&Z Date: 11-11-13
City Council Date: 12-2-13

APPLICANT: RNR Custom Wheels & Tires PHONE: 501-920-6409
ADDRESS: P.O.Box 10919, Fayetteville, AR ZIP: 72703
EMAIL: dharrison@rentalconcepts.org
OWNER: E. Brad Fagan PHONE: 417-850-6498
ADDRESS: 313 West 13th Street, Joplin, MO. ZIP: 64804
EMAIL: ebf@faganelectric.com
LOCATION OF PROPERTY: 2824 E. 19th Street, Joplin, MO 64804 / 2817 E 20th St.
LEGAL DESCRIPTION: See Attachment - Exhibit A

Present Zoning R-1 Requested Zoning: C-3 PD Acreage: 0.65+/- Acres
Present Use of Property: Vacant
Proposed Use of Property: Commericial Retail - Tire Sales & Repair

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential Homes	R-1
South	Vacant	R-1
East	Vacant	R-1
West	Vacant	R-1

CHARACTER OF THE NEIGHBORHOOD: Built back from the storm with commercial retail and offices

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No, the area is being re-zoned to C-3 PD
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: Business type not allowed in current zoning

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

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
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   _X_ Site Plan _X_ Landscape Plan _X_ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 20th Street and 19th Street
2. Classification of Street(s):
   Arterial 20th Collector _____ Local 19th Street
3. Right-of-Way Width: 80'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   - Electricity? No
   - Gas? No
   - Sewers? No
   - Water? No
5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: E. Brad Fagan DATE: Oct. 1, 2013

BY: E. Brad Fagan

TITLE: President Fagan Holdings and Investments, Inc.

Brad Fagan
1002 Carrington Terrace
Joplin, MO 64804
November 21, 2013

City Council
City of Joplin
602 S. Main
Joplin, MO 64801

Attention: City Council Members

Subject: Request to Rezone 2817 E. 20th
RNR Custom Wheels and Tires
City Council Meeting of December 2, 2013

Reference: Council Bill No. 2013-301
Request to Rezone from District R-1 to District C-3 PD

Dear Council Members:

My name is Brad Fagan and my address is 1002 Carrington Terrace, Joplin, MO 64804. I own the subject vacant parcel and have a contract to sell it to RNR Custom Wheels contingent upon approval of the requested rezoning. Of course, I am in favor of rezoning the property as per the request.

While I apologize for not being able to appear before you in person, I offer these comments relative to the request.

1. The updated City Comprehensive Plan identifies 20th Street between Range Line Road and Schifferdecker Avenue as a Planned Development Corridor with the intent that the post-tornado redevelopment would focus on commercial uses.
2. The redevelopment guidelines created by the Citizens Advisory Recovery Team (CART) and presented to the City Council support the recovery planning goals and projects in the City Comprehensive Plan relative to development of East 20th Street.
3. Design standards have been established by the City Planning Division to guide the planned development of the 20th Street Corridor.
4. A significant investment has been made in widening East 20th to a five-lane arterial street and to construct a railroad overpass at 20th and Michigan in preparation for future commercial development.
5. The requested zoning change is consistent with the intent of the Comprehensive Plan, complies with zoning procedures and regulations and has the approval of both the City Planning Division and the Planning and Zoning Commission.

In summary, since the 2011 tornado, an enormous amount of time, effort and resources has been expended in preparing for the planned commercial redevelopment of the 20th Street Corridor. Now, RNR Custom Wheels and Tires wants to start a new business under the established guidelines and is willing to invest in the in the future of Joplin while creating new jobs and enhancing the tax base. Approval of requested rezoning would be positive step toward the commercial development of East 20th Street and a positive signal to other new businesses looking at locating in Joplin.

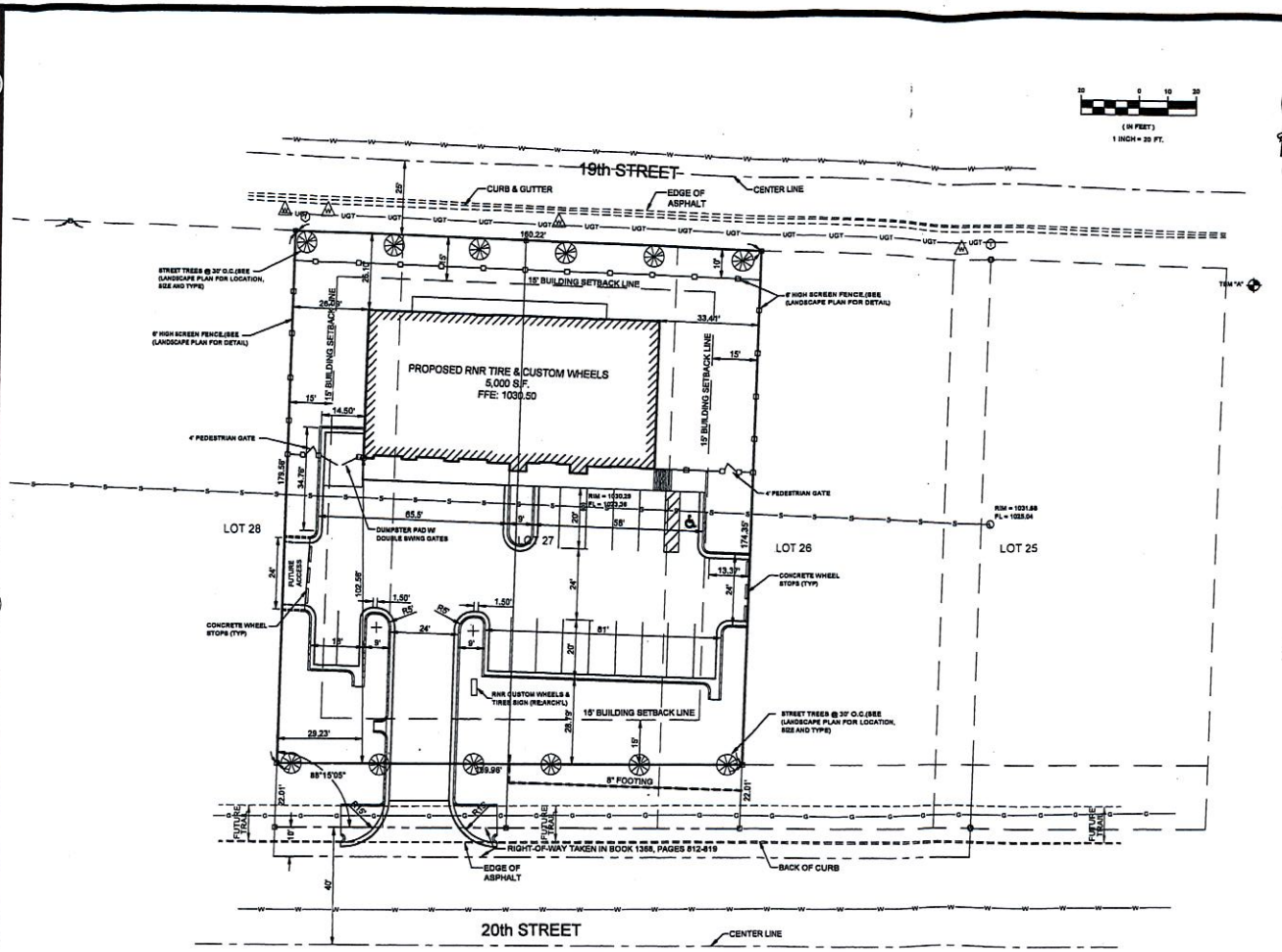
Finally, I would like to thank the City Council Members for volunteering their time and for their contributions in guiding Joplin during what may be the most important time in the history of Joplin. If all concerned continue to support the future development of Joplin through implementation of the established guidelines, Joplin will become recognized nationwide, if not worldwide, as a model for recovery after a significant natural disaster.

Thank you for your time and consideration to this matter.

Sincerely,

Brad Fagan

Brad Fagan



(IN FEET)
1 INCH = 20 FT.

LEGEND

BENCHMARK OR T.B.M.	MAIL BOX
FOUND IRON PIN	FLAG POLE
SET IRON PIN	STORM DRAIN JCT. BOX
RIGHT-OF-WAY MARKER	EXISTING SEWER LINE
FOUND IRON PIPE	EXISTING SEWER MANHOLE
FOUND COPPER WELD	EXISTING SEWER CLEANOUT
FOUND DRILL STEEL	EXISTING SEPTIC TANK
P.K. NAIL SET	PROPOSED SEWER LINE
TRAVERSE NAIL OR CONTROL POINT	PROPOSED SEWER MANHOLE
EXISTING WATER LINE	UNDERGROUND TELEPHONE
EXISTING WATER METER	TELEPHONE PEDESTAL
EXISTING WATER VALVE	EXISTING GAS LINE
EXISTING FIRE HYDRANT	GAS METER
EXISTING YARD HYDRANT	GAS VALVE
PROPOSED WATER LINE	GAS REGULATOR
PROPOSED WATER METER	OVERHEAD ELECTRIC
PROPOSED WATER VALVE	UNDERGROUND ELECTRIC
PROPOSED FIRE HYDRANT	ELECTRIC METER
PROPOSED REDUCER	TELEPHONE OR POWER POLE
BARB OR WOVEN WIRE FENCE	POWER POLE W/ TRANSFORMER
STOCKADE OR WOODEN PRIVACY FENCE	GUY WIRE ANCHOR
FENCE OR GUARD POST	LIGHT POLE
GUARD RAIL	DECIDUOUS TREE
SIGN	ORNAMENTAL TREE
STREET SIGN	ORNAMENTAL SHRUB
	TREE OR BRUSH LINE

MISSOURI ENGINEERING CERTIFICATE OF AUTHORIZATION NUMBER 000534, EXPIRATION DATE DEC. 31, 2014

GENERAL SITE PLAN NOTES:

1. ALL DIMENSIONS ARE TO CENTER OF STRIPE(S), EDGE OF PAVEMENT, FACE OF CURB OR FACE OF BUILDING UNLESS OTHERWISE NOTED. ALL RADIUS ARE 2.5' UNLESS OTHERWISE NOTED.
2. SLOPE FINISH GRADES, SIDEWALKS, AND PAVING AWAY FROM BUILDING FOR POSITIVE DRAINAGE.
3. GENERAL CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS, GRADES, AND DIMENSIONS ON SITE AND REPORT ALL MAJOR DISCREPANCIES TO ARCHITECT.
4. REMOVE ALL ITEMS AS NOTED. PROTECT ALL EXISTING ITEMS TO REMAIN.
5. ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF JOPLIN STANDARDS AND SPECIFICATIONS.
6. REFER TO ARCHITECT'S PLANS FOR LOCATION OF UTILITY CONNECTIONS TO BUILDINGS. COORDINATE WITH UTILITY COMPANIES
7. ALL PARKING SPACES INDICATED AS HANDICAPPED SPACES SHALL RECEIVE HANDICAP PAVEMENT MARKINGS, AND SHALL BE IN ACCORDANCE WITH ADA STANDARDS OR THE CITY OF JOPLIN REGULATIONS, WHICHEVER IS MORE RESTRICTIVE. REFER TO DETAIL SHEETS.
8. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR DIMENSIONS OF THE BUILDING.
9. ALL SIGNAGE, PAVEMENT MARKINGS, AND PARKING LOT STRIPING SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) STANDARDS AND REGULATIONS.
10. ALL CURB/HANDICAP RAMP DESIGNS SHALL CONFORM TO ADA STANDARDS OR THE CITY OF JOPLIN STANDARDS, WHICHEVER IS MORE RESTRICTIVE. REFER TO DETAIL SHEETS.
11. PROPERTY TO BE REZONED IN ACCORDANCE WITH CITY OF JOPLIN REQUIREMENTS.

DESCRIPTION

ALL OF THE WEST 28 FEET OF LOT NUMBERED TWENTY-SIX (26) EXCEPT THE SOUTH 32 FEET AND THE EAST 52 FEET OF LOT NUMBERED TWENTY-SEVEN (27) EXCEPT THE SOUTH 32 FEET IN DOWELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.
AND
ALL OF THE EAST 37 FEET OF LOT NUMBERED TWENTY-EIGHT (28)EXCEPT THE SOUTH 32 FEET AND ALL OF THE WEST 43 FEET OF LOT NUMBERED TWENTY-SEVEN (27) EXCEPT THE SOUTH 32 FEET IN DOWELL'S FIRST ADDITION, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

CONTAINING 0.65 ACRES MORE OR LESS.

SUBJECT TO ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD.

PROJECT: SITE PLAN
PD C-3 DEVELOPMENT PLANS

CUSTOMER: RNR CUSTOM WHEELS & TIRES
20th ST., JOPLIN, JASPER CO., MISSOURI

NO.	DATE	INIT.	REVISIONS

PRELIMINARY
NOT FOR CONSTRUCTION
10-03-2013
THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

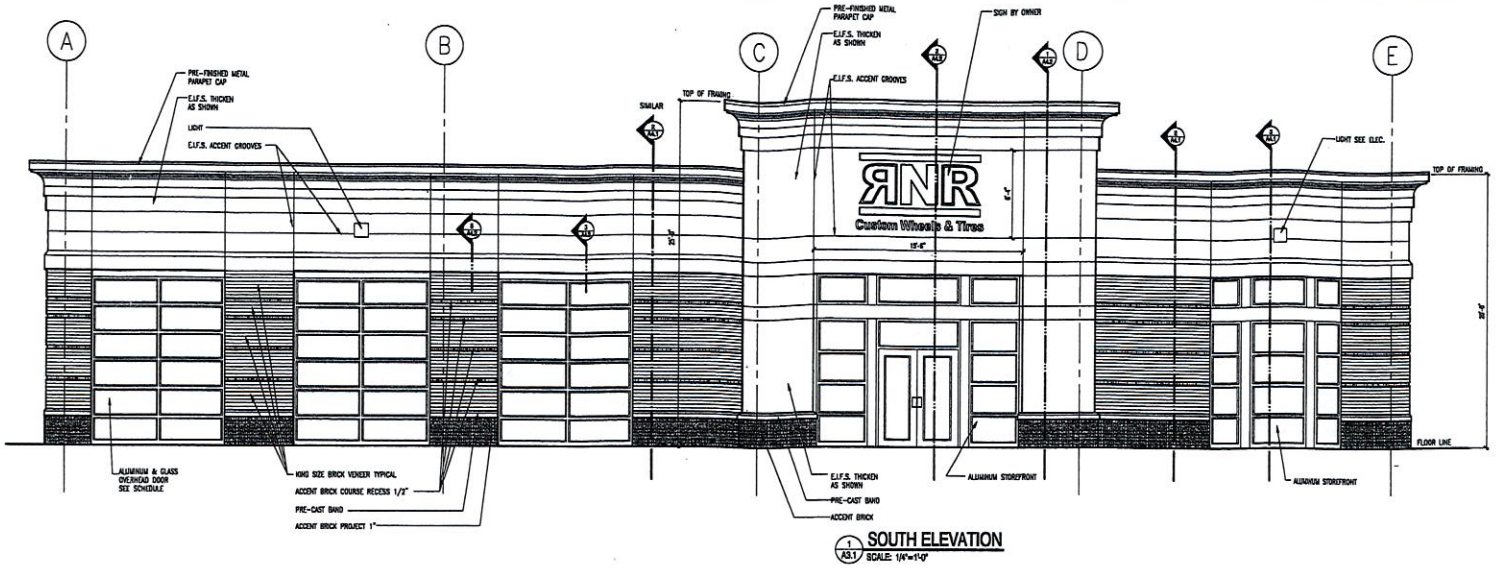
CLAYTON L. CRISTY
CIVIL ENG. E-39804

Professional Engineers & Land Surveyors
702 South Main - Joplin, Missouri 64801
403 W. Pine St., Ste. 300 - Claremore, OK 74017
Mailing Address
P.O. Box 1897 Joplin, Missouri 64802
Phone 417-781-0543 Fax 417-781-0714
TOLL FREE 1-866-781-0543
www.tristate-engineering.com

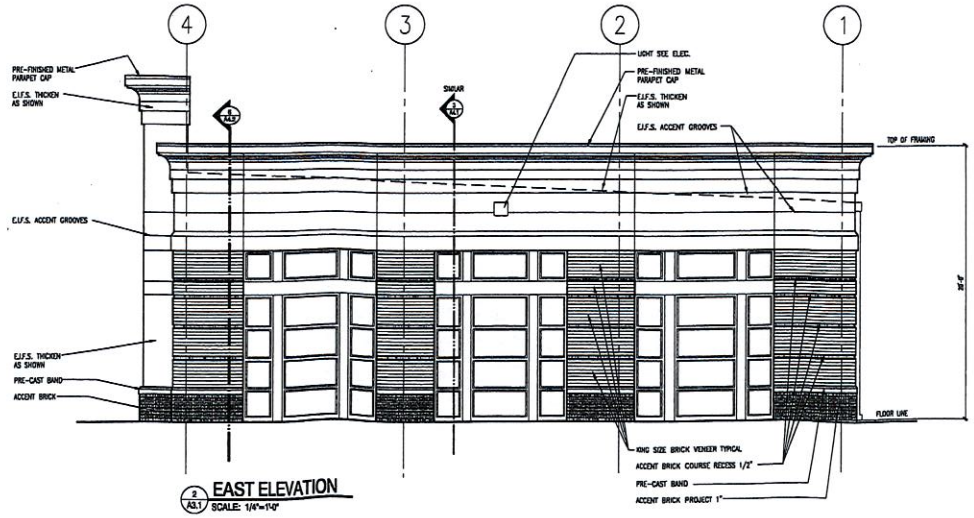
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TSE TRI-STATE ENGINEERING

JOB NO.	13137
DATE	10-03-2013
DRAWN BY	EWS
CHKD. BY	
SHEET NO.	C1.0



1 A3.1 SOUTH ELEVATION
SCALE: 1/4"=1'-0"



2 A3.1 EAST ELEVATION
SCALE: 1/4"=1'-0"

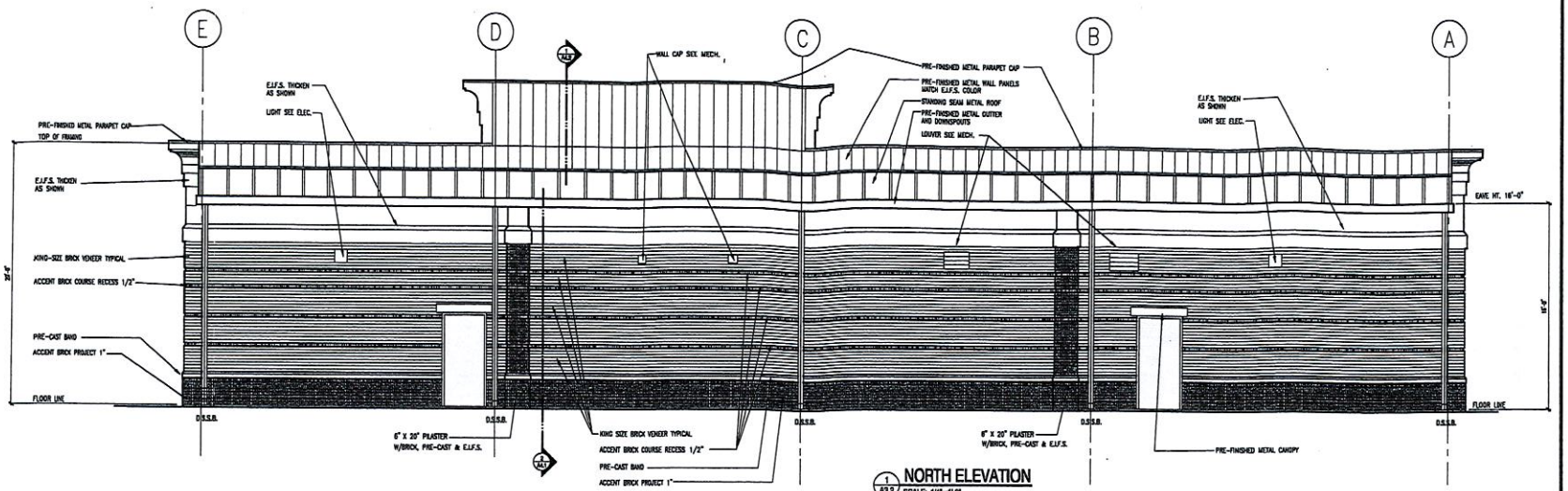
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RAGSDALE • WOODWARD • INCORPORATED
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LEWIS ARCHITECTS ENGINEERS

RNR CUSTOM WHEELS AND TIRES
JOPLIN, MISSOURI

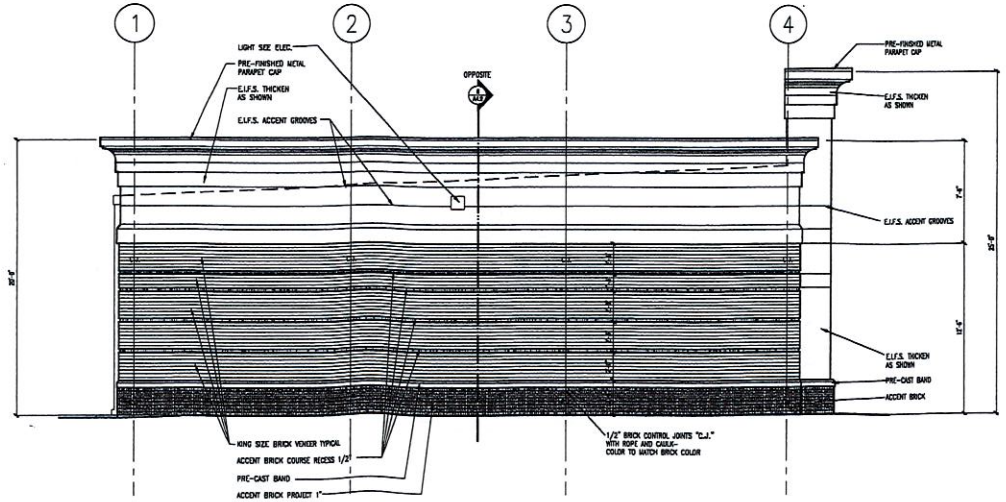
JOHN D. MCMORRAN
A-2001001858
REGISTERED ARCHITECT

DATE: 10-1-2013
PROJECT NO: 13058
DRAWN BY: RBR
REVISION:

A3.1
1 OF 7



1 A3.2 NORTH ELEVATION
SCALE: 1/4"=1'-0"



2 A3.2 WEST ELEVATION
SCALE: 1/4"=1'-0"

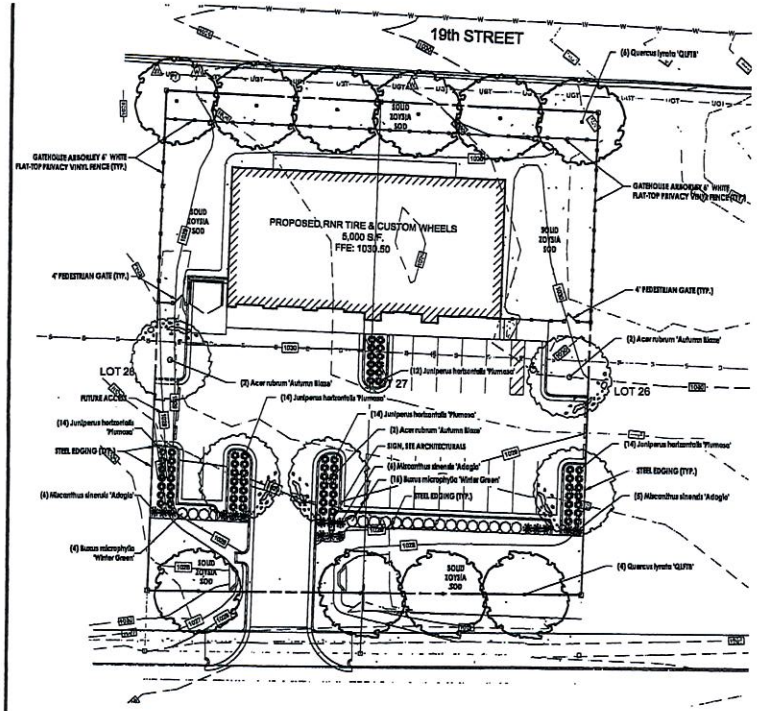
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RAGSDALE • WOODWARD • INCORPORATED
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RNR CUSTOM WHEELS AND TIRES
JOPLIN, MISSOURI

JOHN D. MCMORRAN
A-0001001838
REGISTERED ARCHITECT

DATE: 10-1-2013
PROJECT NO: 13058
DRAWN BY: RBR
REVISION:

A3.2
1 OF 7



LANDSCAPE NOTES

1. CONTRACTOR SHALL CONFIRM THE LOCATION OF ALL UTILITIES PRIOR TO STARTING ANY WORK. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE ONE-CALL SYSTEM. ALL UTILITY LOCATIONS SHOWN ON THIS PLAN ARE APPROXIMATE AND ARE BASED ON SURVEY INFORMATION, SITE DEVELOPMENT PLANS, UTILITY RECORDS, ETC.
2. ALL PLANT MATERIAL SHALL BE NURSERY GROWN. THE SIZE AND GRADING SHALL MEET OR EXCEED THE LATEST EDITION OF AMERICAN STANDARDS FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
3. ALL ENTRANCE/EXIT PLANTINGS SHALL BE INSTALLED AND MAINTAINED TO PROVIDE CLEAR SIGHT DISTANCE FROM THE STREETS AND THE ENTRANCE/EXIT LOCATIONS.
4. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING REQUIRED SIGHTLINES AND TREES PER CITY LANDSCAPE ORDINANCE OR STATE PROJECT IS TURNED OVER AND ACCEPTED BY OWNER.
5. NO CHANGES TO THE PLANT SCHEDULE ARE ALLOWED WITHOUT APPROVAL OF THE OWNER, LANDSCAPE ARCHITECT AND CITY. SUBSTITUTED PLANTS SHALL MEET THE SAME CRITERIA REGARDING TYPE, SIZE AND FUNCTION AS THOSE PLANTS SHOWN ON THE PLAN.
6. ALL LAWN AREAS ARE TO RECEIVE 4" OF TOPSOIL TO FINAL GRADE. ALL SHRUB AREAS SHALL RECEIVE 6" OF TOPSOIL. SOIL SHALL BE AMENDED TO ENHANCE FAVORABLE GROWING CONDITIONS. ALL EXISTING SOD/WEEDS SHALL BE REMOVED FROM PLANTING BED AREAS.
7. ALL PLANT BEDS SHALL BE TREATED WITH A WEED BARRIER AND A MINIMUM OF 3" SHREDDED HARDWOOD MULCH. TREES NOT LOCATED IN PLANT BEDS SHALL RECEIVE A MULCH SAUCER PER DETAIL.
8. ALL TREE AND SHRUBS SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS PROVIDED.
9. ALL SHRUBS AND TREES SHALL BE TREATED WITH 13-13-13 TIME RELEASE FERTILIZER UPON COMPLETION OF THEIR INSTALLATION.
10. ALL DISTURBED AREAS NOT TO RECEIVE PLANTINGS SHALL BE SEEDED WITH 60% BERMUDA GRASS AND 40% ANNUAL RYEGRASS AT 5 LBS PER 1,000 SF DURING THE APPROPRIATE TIME OF YEAR FOR THE SEED TO GERMINATE. IF THIS CANNOT BE ACCOMPLISHED, THE CONTRACTOR SHALL CALL THE LANDSCAPE ARCHITECT FOR A GRASS SEED SUBSTITUTION.
11. AT A MINIMUM, SOD SHALL BE INSTALLED ON 3:1 SLOPES AND GREATER AND AN EIGHTEEN-INCH (18") STRIP OF SOD SHALL BE INSTALLED BEHIND ALL CURBS AND ADJACENT TO ALL SIDEWALKS AND ENTRY WALKS.
12. IF A LANDSCAPE IRRIGATION SYSTEM IS PROPOSED, LANDSCAPE CONTRACTOR TO CONFIRM LOCATION OF PROPOSED IRRIGATION LINES WITH THE IRRIGATION CONTRACTOR PRIOR TO PLANT BED AND PLANT INSTALLATION.

Plant Table

Turf

Symbol	Quantity	Common Name	Scientific Name	Planting Size
-	1,735 sy	Meyer's 2-92 Zoysia	Zoysia Japonica 'Meyer's 2-92'	Solid sod, free of weeds, debris or other grasses.

Shrubs

Symbol	Quantity	Common Name	Scientific Name	Planting Size
	17	Adagio Dwarf Maiden Grass	Miscanthus sinensis 'Adagio'	3 Gal. 18" H. x 18" spr.
	68	Andorra Juniper	Juniperus horizontalis 'Plumosa'	3 Gal. 18" H. x 18" spr.
	50	Wintergreen Boxwood	Buxus microphylla 'Winter Green'	5 Gal. 18" HT. min.

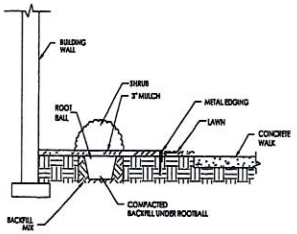
Trees

Symbol	Quantity	Common Name	Scientific Name	Planting Size
	8	Autumn Blaze Red Maple	Acer rubrum 'Autumn Blaze'	3" Cal. 12-14' Ht.
	10	Highbeam Overcup Oak	Quercus lyrata 'QUTTR'	3" Cal. 12-14' Ht.

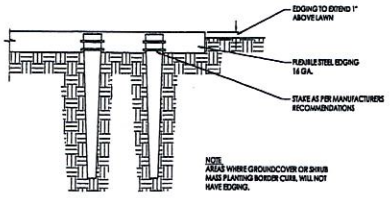
NOTE: ALL SOD, SEED, GROUNDCOVER, SHRUB AND TREE QUANTITIES ARE APPROXIMATE ONLY. CONTRACTOR SHOULD VERIFY EXACT QUANTITIES PRIOR TO BIDDING.

*** DESIGN/BUILD IRRIGATION TO BE PROVIDED BY LANDSCAPE CONTRACTOR FOR ALL NEW LANDSCAPE AREAS. TURF ZONES SHALL BE SEPARATED FROM SHRUB ZONES.**

*** SEE SHEET L1.2 FOR DESIGN/BUILD IRRIGATION NOTES & DETAILS.**



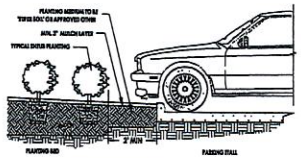
PLANTING BED DETAIL
NTS



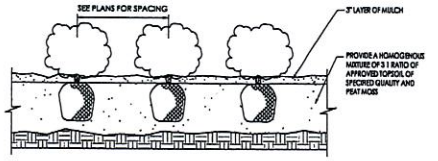
NOTE
AREAS WHERE GROUNDCOVER OR SHRUB MASS PLANTING BORDER CURB, WILL NOT HAVE EDGING.

CHAMFER EDGING TO BE FLUSH WITH FINISHED GRADE ADJACENT TO PAVING OR CURB.

STEEL EDGING DETAIL
NTS

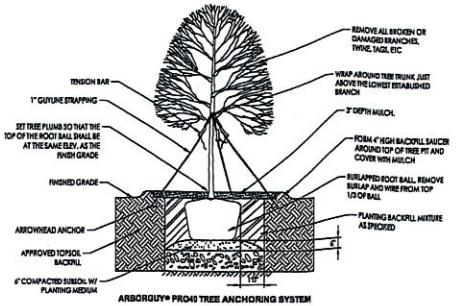


PARKING LOT PLANTING DETAIL
NTS



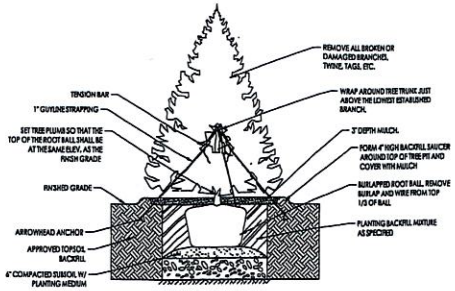
NOTE
APPLY APPLICATION OF SALAN OR APPROVED EQUAL PRE-EMERGENT FOR WEED CONTROL

SHRUB PLANTING DETAIL
NTS



ARBORGUY® PRO40 TREE ANCHORING SYSTEM

TREE PLANTING DECIDUOUS
NTS



ARBORGUY® PRO40 TREE ANCHORING SYSTEM

TREE PLANTING CONIFEROUS
NTS

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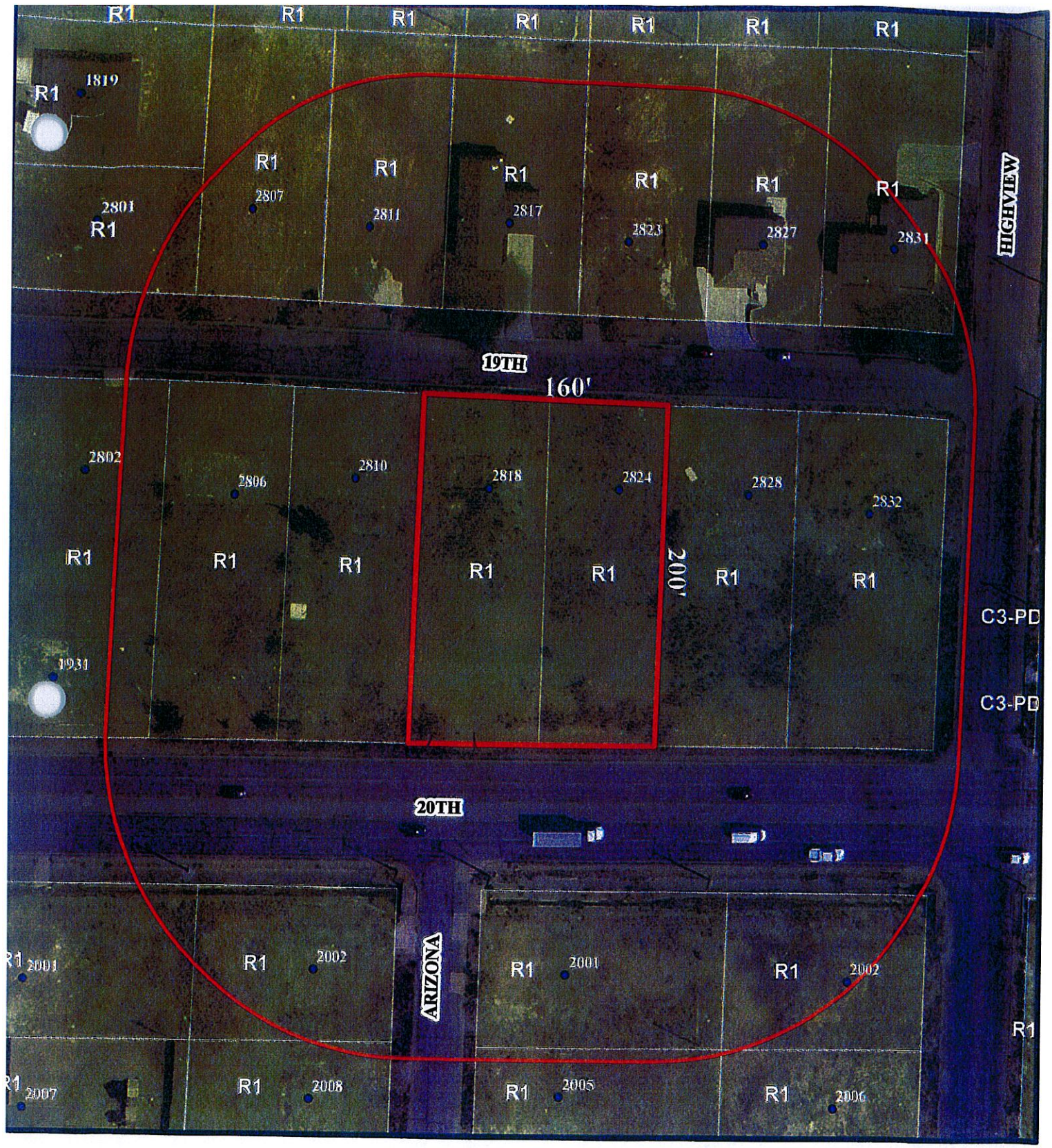
GRAPHIC SCALE IN FEET
20' 0 20'

LEWIS ARCHITECTS ENGINEERS
ELLIOTT • MCMORRAN • VADEN
RAGSDALE • WOODWARD • INCORPORATED
501.223.8308 • FAX 501.223.8508 • WWW.LEWISARW.COM

RNR CUSTOM
WHEELS AND TIRES
JOPLIN, MISSOURI

DATE: 1 OCTOBER 2013
PROJECT NO:
DRAWN BY: KDB
REVISION:

L1.1
1 OF 2



0 70 140 280 420 560 Feet

Case 066-13: A request to rezone from District R-1 (Single-Family) to District C-3 PD (C mercial - Planned Development) for future planned commercial development at 2817 E. 20th Street. - RNR Custom Wheels & Tires

N

Case 066-13: 2817 East 20th Street – A request to rezone from District R-1 (Single-Family Residential) to District C-3 PD (Commercial – Planned Development) for future planned commercial development – RNR Custom Wheels & Tires.

Mr. Eastman opened the public hearing for Case 066-13.

Mr. David Harrison, 300 Fair Oaks Drive, Bryant, Arkansas 72022, appeared representing RNR Custom Wheels & Tires, to construct a wheel and tire shop on the property in this request. The building will contain approximately 5,000 square feet, with six to seven employees. The proposed development will be in compliance with the City's architectural requirements and will look nicer than any automotive centers in the area. Mr. Harrison showed the commissioners one of their current facilities that has already been built.

Mr. Eastman asked for questions from the commissioners, and none were received. He then asked for comments from the audience.

Dr. Keith Grebe, 2736 East 15th Street, Joplin, appeared in opposition to the request and expressed concern about bringing a car shop into a residential area. He and his neighbors have gone through a number of decision-making processes following the tornado. Part of this process was for the residents to work with the City staff about dropping a lot of their opposition to commercial in this area. They realize that both Range Line Road and parts of 20th Street have suffered a fair amount of damage as the homeowners also have. They have tried to work with the City of Joplin to allow things like the Majzoub property to extend back further into the community.

Dr. Grebe discussed Highview Avenue as being the dividing line between the commercial and residential zoning to shelter the residential community from the commercial development. He does not oppose the fact that much of 20th Street is becoming commercial, but he would like to see that area bring in something that is not noisy or generates a high traffic volume. He thought office buildings or multi-family uses would be very acceptable to the neighborhood, with a lot of available of property along Range Line Road in that area for this type of business.

Dr. Grebe stated that the neighborhood strongly opposes this business and do not believe it to be the proper type of commercial development for this area of 20th Street. He thought the proposed development would not be conducive to continued residential development. Those who have built homes in this area did so with the intention that their homes would be somewhat protected.

Mr. Allyn Burt, 2609 Waters Edge Boulevard, Joplin, appeared in opposition to the request and stated that he owns the property directly to the west of where the proposed tire shop would be located. He commends the professional appearance of the proposed building but is part of the neighborhood that would be impacted the most.

Mr. Burt was recently approached by the City staff on purchasing land for a sidewalk along 20th Street from Highview Avenue down to Campbell Parkway. He understood that multi-family development was proposed in this area, but the City staff told him there were to be no driveways along 20th Street, with the only access being from either Texas Avenue or Highview Avenue.

Mr. Burt thought the proposed development would be completely different. He agreed that this area has always been strictly residential, and he expressed concern about mixed uses versus a

planned area. He expressed concern about C-3 zoning allowing car sales lots. He expressed the need for some green areas, with Campbell Parkway being a perfect area adjoining residential property, not commercial development of any type.

Mr. Burt expressed concern regarding decreasing residential property values. He owns one house along Texas Avenue that survived the storm, and he is investing $150,000 to $200,000 in repairing that property, which backs up to Campbell Parkway.

Mr. Brown asked the City staff how the Comprehensive Plan addresses 20th Street. Mr. Bolander replied that the plan was modified and included design guidelines to allow commercial development along that section of 20th Street. The staff knew that most of those single-family homes wouldn't be rebuilt after the tornado since the 20th Street corridor has changed and become a major traffic way.

Mr. Bolander explained that the decision the commissioners are trying to make at this time is what intensity or what level of commercial development the community would like to see along the 20th Street corridor. The area along 20th Street from Range Line Road to Delaware Avenue was residential prior to the tornado. There have been market pressures to change this corridor to commercial, with the staff trying to update the codes to encourage the design that would be compatible with residential.

Mr. Cortez asked Mr. Harrison if he searched any alternative sites to this site on 20th Street prior to asking for this rezoning. He looked at many sites in Joplin and stated that he could purchase land and construct a building along 20th Street for less money than what he could purchase only a lot on Range Line Road. He has looked at properties on Seventh Street and on Range Line Road, with this property along 20th Street being the best piece he has found.

Mr. Cortez asked Mr. Harrison about his hours and days of operation. He replied 9:00 a.m. to 6:00 p.m. Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday. They are closed on Sunday.

Mr. Eastman asked for further comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 066-13.

MR. CORTEZ MOVED, SECONDED BY MR. DUNCAN, THAT CASE 066-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, AND MR. EASTMAN VOTING "AYE"; WITH MR. SMITH VOTING "NAY"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (4 IN FAVOR, 1 OPPOSED, AND 2 ABSENT).

P & Z Case 066-13
RNR Custom Wheels & Tires
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-301 **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-3-PD property as described below and located at 2817 East 20th Street in the City of Joplin, Jasper County, Missouri.

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 removing the following described property from District R-1 and including same in District C-3-PD:

All of the West 28 feet of Lot Numbered Twenty-Six (26) except the South 32 feet and the East 52 feet of Lot Numbered Twenty-Seven (27) except the South 32 feet in Dowell's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, AND all of the East 37 feet of Lot Numbered Twenty-Eight (28) except the South 32 feet and all of the West 43 feet of Lot Numbered Twenty-Seven (27) except the South 32 feet in Dowell's First Addition, to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof. Containing 0.65 acres more or less. Subject to any existing easements or restrictions of record.

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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-302
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: Nick Heatherly NAH Date: 11/22/2013
City Attorney: Brian Head Date: 11/25/13
City Manager: R. Mark Rohr Date: 11/25/13
Board or Commission: Planning and Zoning Commission MW Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 067-13: 2502 South Moffet Avenue – A request for the vacation of all public utility easements on Lot 15 of Prehm Urban Renewal Project No. R-19 – LTC Consulting.

STAFF SUMMARY:
The vacation request will vacate the three easements currently on the property. The development of a skilled nursing facility is proposed over portions of the existing easements.

Staff recommends approval of Case 067-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Mike Ulmer, LTC Consulting, appeared to request the permission to rebuild their skilled nursing facility at 26th Street and Moffet Avenue that was destroyed by the tornado. He lost two skilled nursing facilities, one on West 32nd Street, and one at 26th and Moffet. He showed the commissioners a rendering of the proposed facility and some photos of the destruction caused by the tornado. The proposed facility will add over 100 jobs.

Mr. Cortez asked Mr. Ulmer if these 100 jobs would be in both facilities or just in the facility at 26th and Moffet. He replied that each facility will hold over 100 jobs.

Mr. Eastman asked if the City staff has any problems with the vacation of these easements, and Mr. Bolander replied no. He stated that the developers are actually trying to take care of some things that weren't taken care of in the past, so the staff is supportive of this proposal.

PUBLIC COMMENT: None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Vacation

CASE 067-13:

A request for the vacation of all public utility easements on Lot 15 of Prehm Urban Renewal Project No. R-19 at 2502 S. Moffet Avenue.

APPLICANT: LTC Consulting

REPRESENTATIVE: N/A

LOCATION: 2502 S. Moffet Avenue.

EXISTING CONDITIONS:

Easement Type(s)	Easement Sizes
Utility easements	25' x 345' / 20' x 300' / 20' x 70'

REASON FOR VACATION:

The vacation of the requested easements will allow for the development of a skilled nursing facility on the property. Portions of the facility will be developed over the existing easement. The only utility currently in the easement is sewer, which will be re-routed around the building.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: Yes

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The vacation request will vacate the three easements currently on the property. The development of a skilled nursing facility is proposed over portions of the existing easements.

Staff recommends approval of Case 067-13.

ENCLOSURES: Survey of utility easements to be vacated

RECEIVED
10-4-13

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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.: 067-13
Filing Fee: $ 350.00
Date Advertised: 10-27-13
Date Notices Sent N/A
Public Hearing Date: 11-11-13 / 12-2-13

I. Applicant Name: LTC Consulting Phone: _____

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 731 N. Main St. Sikeston Mo Zip: 63801

Email: _____

II. Type of vacation requested (check all that apply):

Street Vacation _____

Alley Vacation _____

Utility vacation X

Other (Please specify) _____

III. Legal Description of area requested to be vacated: _____

See Attached

IV. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation. The existing utilities in place will be relocated for development and new easements will be dedicated to the public

2. The vacation will not cause the public to suffer a loss or inconvenience. The existing utilities in place will be relocated for development and new easements will be dedicated to the public

3. In justice to the applicant(s) the vacation should be granted. With the relocated utilities, new easements will be dedicated

V. Required Attachments:

1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

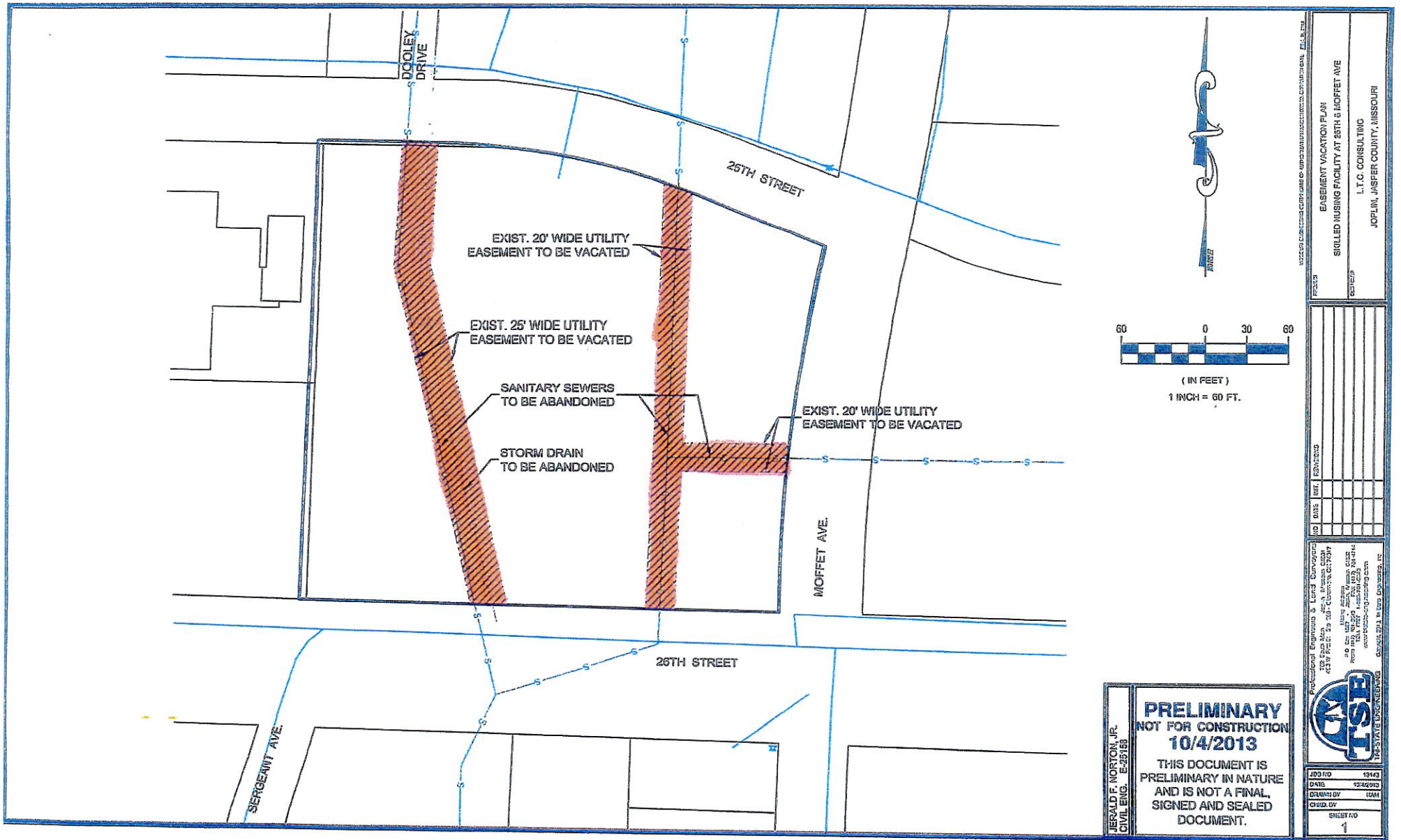
3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

SIGNATURE: Jerald Norton Tri-State Engineering DATE: 10/4/13

BY: Jerald Norton Tri-State Engineering, Inc.

TITLE: Vice President



EASEMENT VACATION PLAN
SKILLED NUSING FACILITY AT 26TH & MOFFET AVE
L.T.C. CONSULTING
JOPLIN, JASPER COUNTY, MISSOURI

NO	DATE	INIT.	REVISIONS

Professional Engineering & Land Surveying Services
LSE
MO-STATE ENGINEERING

JOB NO 13143
DATE 10/4/2013
DRAWN BY TDM
CHKD. BY
SHEET NO 1

JERALD F. NORTON, JR.
CIVIL ENG. E-26168

PRELIMINARY
NOT FOR CONSTRUCTION
10/4/2013
THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

L:\2013\13100-13199\13143\Dwg\01_ESMT_VAC_13143.dwg, 1 Esmt Vacation Plan, 10/4/2013 9:59:12 AM



Case 067-13: A request to vacate all existing utility easements on Lot 15 of Prehm Urban Renewal Project No. R-19 located at 2502 S. Moffet Avenue. - LTC Consulting

N

Case 067-13: 2502 South Moffet Avenue – A request for the vacation of all public utility easements on Lot 15 of Prehm Urban Renewal Project No. R-19 – LTC Consulting.

Mr. Eastman opened the public hearing for Case 067-13.

Mr. Mike Ulmer, LTC Consulting, appeared to request the permission to rebuild their skilled nursing facility at 26th Street and Moffet Avenue that was destroyed by the tornado. He lost two skilled nursing facilities, one on West 32nd Street, and one at 26th and Moffet. He showed the commissioners a rendering of the proposed facility and some photos of the destruction caused by the tornado. The proposed facility will add over 100 jobs.

Mr. Cortez asked Mr. Ulmer if these 100 jobs would be in both facilities or just in the facility at 26th and Moffet. He replied that each facility will hold over 100 jobs.

Mr. Eastman asked if the City staff has any problems with the vacation of these easements, and Mr. Bolander replied no. He stated that the developers are actually trying to take care of some things that weren't taken care of in the past, so the staff is supportive of this proposal.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 067-13.

MR. SMITH MOVED, SECONDED BY MR. BROWN, THAT CASE 067-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 067-13
LTC Consulting
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-302 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of all public utility easements on Lot 15 of Prehm Urban Renewal Project No. R-19 located at 2502 South Moffet Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all public utility easements on Lot 15 of Prehm Urban Renewal Project No. R-19 located at 2502 South Moffet Avenue in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

All public utility easements of record located in Lot 15 in the Plat of Prehm Urban Renewal Project Area R-19 as recorded in Plat Book 9, Page 25 and as described in the Jasper County, Missouri Recorder's Office in Book 1494, Page 805.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-303
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: Nick Heatherly — Date: 11/22/2013
City Attorney: Brian Head — Date: 11/25/13
City Manager: R. Mark Rohr — Date: 11/25/13
Board or Commission: Planning and Zoning Commission MOW Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent".

SUMMARY/REQUEST:
Case 068-13: 2502 South Moffet Avenue – A request to rezone from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for future planned commercial development – LTC Consulting.

STAFF SUMMARY:
The proposed rezoning is for the development of a 40,000 square foot skilled nursing facility with a maximum of 120 beds.

Access Management: The site will have three points of access, with the main entrance being on South Moffet Avenue. Two other access points will be from West 25th Street, as well as a one-way drive for service vehicles on West 26th Street. Future cross access will be provided to the commercial zoned property to the west.

Parking: A total of 71 parking spaces have been provided.

Building Design & Materials: The site will contain a 40,000 square foot building. The exterior of the building will be primarily brick and stone veneer with a shingle roof. Faux scallop siding will be provided above each bay window.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. Interior parking islands include parking lot trees and shrubs.

Buffering: No buffering is required at this location. The adjacent property to the west is within the same zoning district.

Staff recommends approval of Case 068-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Mike Ulmer, LTC Consulting, appeared to request the rezoning of the property in this request to rebuild the skilled nursing facility at 26th Street and Moffet Avenue.

Mr. Eastman asked Mr. Bolander if commercial zoning is required now. He replied that the previous building was an older facility prior to the tornado, with a different set of regulations when it was constructed. The current code recommends a different zoning classification.

PUBLIC COMMENT:
None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Rezoning

CASE 068-13:

A request to rezone from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for property located at 2502 S. Moffet Avenue.

APPLICANT: LTC Consulting

LOCATION: 2502 S. Moffet Avenue

REQUESTED ZONING: C-1 PD (Neighborhood Commercial – Planned Development)

CORRIDOR: 26th Street – Site Plan Required

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family)	Vacant (Former Nursing Home Facility)	110,000 ft² / 2.52 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-3 PD	R-3	R-1 & C-O	C-1
Land Use	Multi-Family Residential	Electric Substation	Vacant (Former Single-Family)	Vacant (Former Commercial)

FUTURE LAND USE:

This site is located along the 26th Street corridor and is eligible for rezoning subject to site plan review and approval.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
26th Street	Minor Arterial	100'
Moffet Avenue	Local	60'
25th Street	Local	50'

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

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

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

This property is suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning and development plans should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning is for the development of a 40,000 square foot skilled nursing facility with a maximum of 120 beds.

Access Management: The site will have three points of access, with the main entrance being on S. Moffet Avenue. Two other access points will be from W. 25th Street, as well as a one-way drive for service vehicles on W. 26th Street. Future cross access will be provided to the commercial zoned property to the west.

Parking: A total of 71 parking spaces have been provided.

Building Design & Materials: The site will contain a 40,000 square foot building. The exterior of the building will be primarily brick and stone veneer with a shingle roof. Faux scallop siding will be provided above each bay window.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. Interior parking islands include parking lot trees and shrubs.

Buffering: No buffering is required at this location. The adjacent property to the west is within the same zoning district.

Staff recommends approval of Case 068-13.

ENCLOSURES:

Site plan

Landscape plan

Building elevations

REZONING APPLICATION FORM

RECEIVED 10-4-13

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.: OC.8-13
Filing Fee: $350.00
Date Advertised: 10-27-13
Date Notices Sent: 10-28-13
P&Z Date: 11-11-13
City Council Date: 12-2-13

APPLICANT: LTC Consulting PHONE:
ADDRESS: 731 W. Main St. Sikeston Mo 63801 ZIP:
EMAIL:
OWNER: Same PHONE:
ADDRESS: ZIP:
EMAIL:
LOCATION OF PROPERTY: Northwest corner of 26th & Moffett
LEGAL DESCRIPTION: See Attached

Present Zoning R1 Requested Zoning: C1 · PD Acreage: 2.6 Ac ±
Present Use of Property: vacant
Proposed Use of Property: Skilled Nursing Facility

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	multi-family Residential	R3 · PD
South	residential; commercial office	R1; CO
East	multi family residential	R3
West	commercial	C1

CHARACTER OF THE NEIGHBORHOOD: currently mixed use; residential single and multi-family with commercial offices; in fact new 26th Street Corridor development

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: does not comply with current zoning regulations

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

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
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 26TH Street); Mallett Blvd); 25TH Street (
2. Classification of Street(s):
   Arterial 26TH Collector _____ Local Mallet; 25TH Street
3. Right-of-Way Width: 26TH. ROW; Mallett - ROW; 25TH ROW
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? N/A
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: Jerald Norton Tri. State Engineering. DATE: 10/4/13

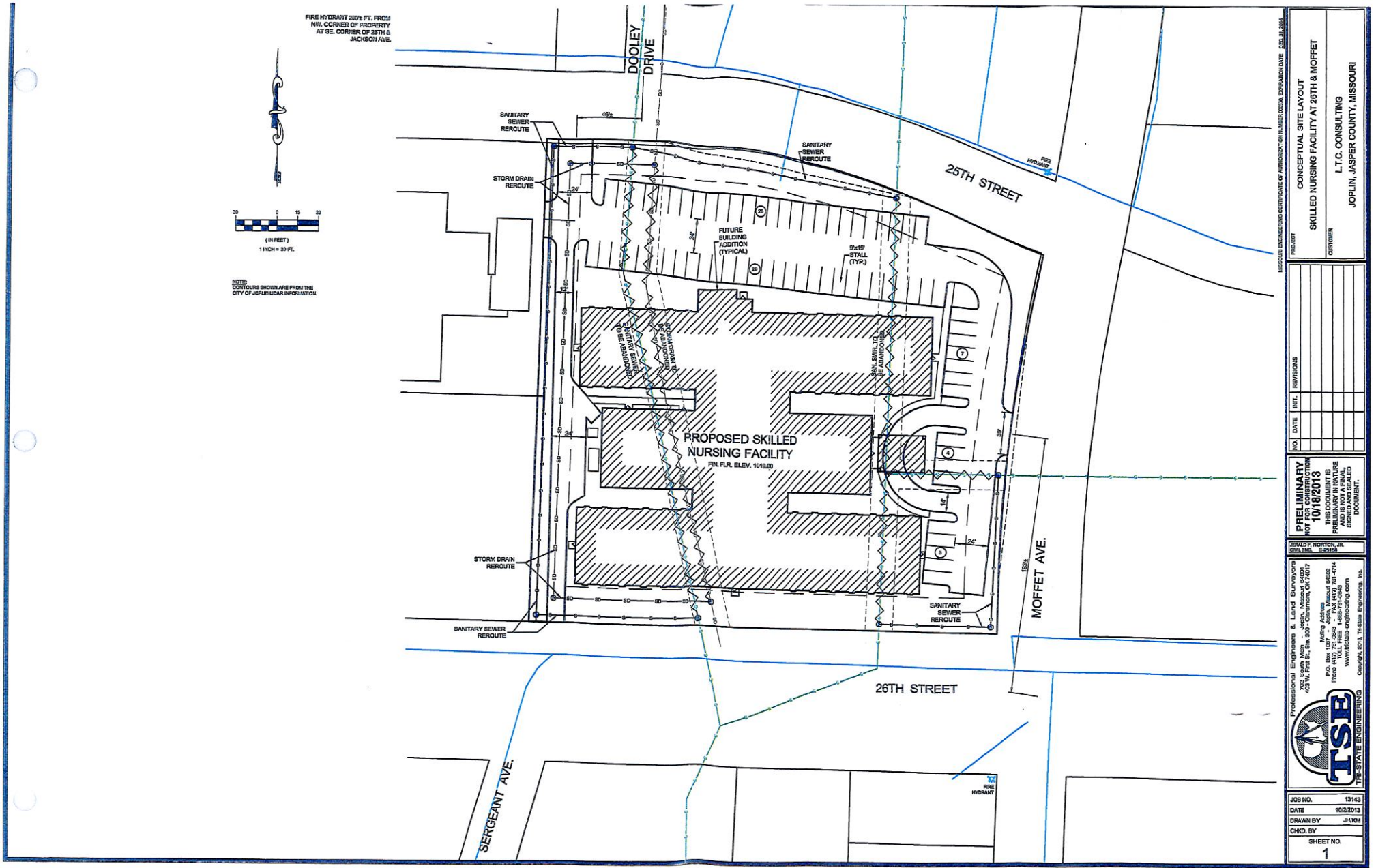
BY: Jerald Norton

TITLE: Tri. State Engineering, Inc.

LTC CONSULTING - 26TH AND MOFFET

The property was previously "grandfathered" under the current zoning regulations and was destroyed during the May 2011 tornado. The new facility, although having fewer beds than the previous building, has been enlarged and re-oriented, which is why the property is being rezoned to comply with current zoning regulations. The impact of the new facility should be a positive one for the city by again providing employment for those displaced after the tornado and providing health care services for our citizens.

The re-development of the facility should not cause any adverse impacts to the traffic conditions or present any danger from fire hazards. The city's 2012 Comprehensive Plan for the 26TH Street Re-Development district, where this property is located, anticipates that the re-development of this facility will be compatible with future land use as the area re-develops.



MISSOURI ENGINEERING CERTIFICATE OF AUTHORIZATION NUMBER 000924, EXPIRATION DATE 2015, 31, 2014

PROJECT
CONCEPTUAL SITE LAYOUT
SKILLED NURSING FACILITY AT 25TH & MOFFET

CUSTOMER
L.T.C. CONSULTING
JOPLIN, JASPER COUNTY, MISSOURI

NO.	DATE	INIT.	REVISIONS

PRELIMINARY
NOT FOR CONSTRUCTION
10/18/2013
THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

GERALD F. NORTON, JR.
CIVIL ENG. E-27109

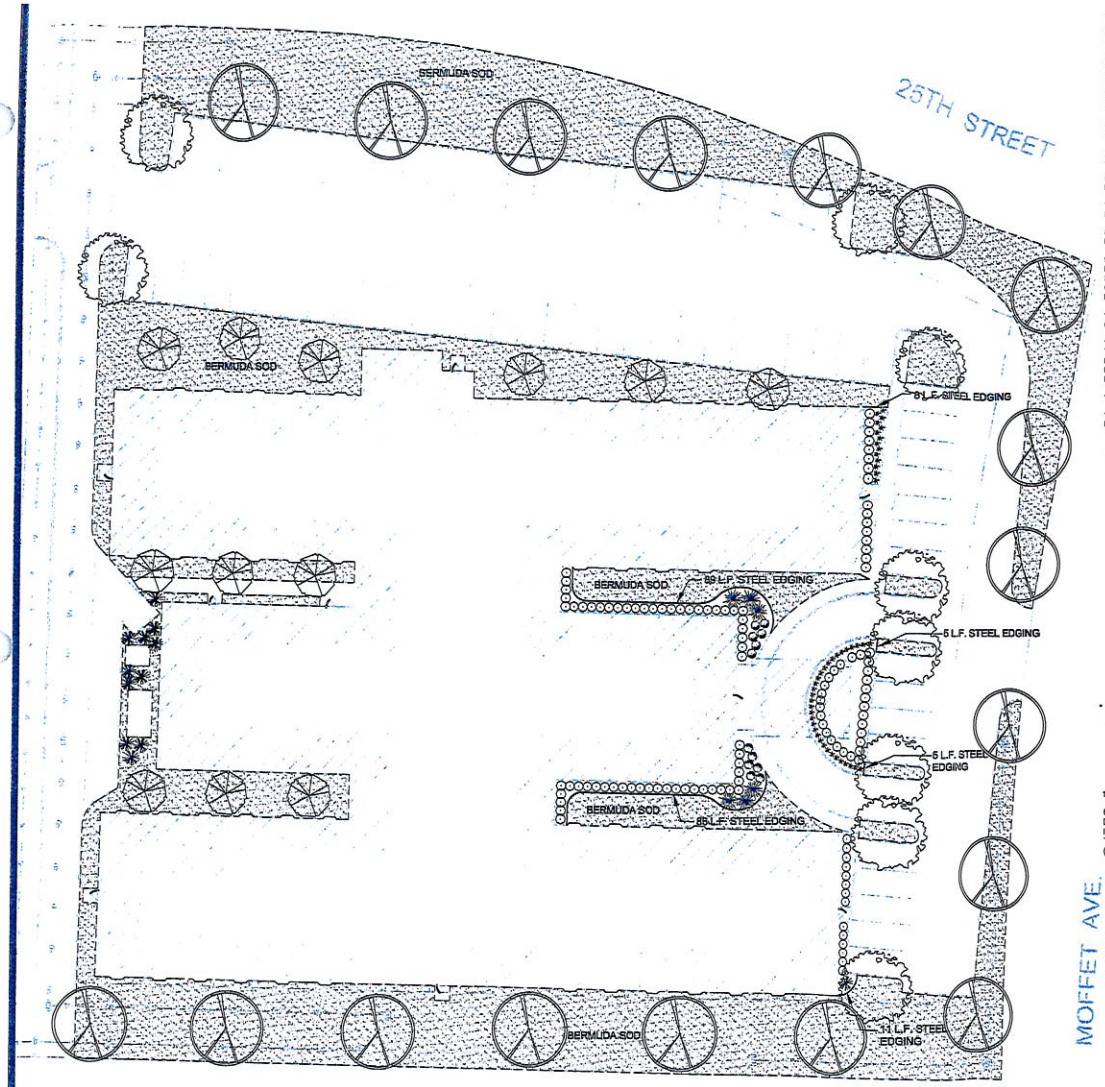
Professional Engineers & Land Surveyors
702 South Main - Joplin, Missouri 64801
403 W. First St., Ste. 309 - Claremore, Ok 74017
Mailing Address
P.O. Box 1297 - Joplin, Missouri 64802
Phone (417) 781-0888 FAX (417) 781-4714
1-888-781-4697
www.tristate-engineering.com

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TSE
TRI-STATE ENGINEERING

JOB NO.	13143
DATE	10/2/2013
DRAWN BY	JH/KM
CHKD. BY	
SHEET NO.	1

L:\2013\13100-13199\13143\Dwg\01_PROP_13143.dwg, 1 Conceptual Site Layout, 10/18/2013 12:45:47 PM



LANDSCAPE PLAN NOTES:

1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND RELATED ITEMS REQUIRED FOR THE COMPLETE INSTALLATION OF LANDSCAPE.

2. ALL PLANT MATERIAL SHALL BE NURSERY GROWN. PLANT MATERIAL SIZES AND GRADING SHALL COMPLY WITH THE LATEST EDITION OF AMERICAN STANDARDS FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.

3. ALL PLANT MATERIAL SHALL BE HEALTHY AND FREE FROM ALL VISIBLE SIGNS OF DISEASE OR PEST INFESTATION.

4. CONTRACTOR SHALL ASCERTAIN LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION. PRIOR TO COMMENCING WITH ANY WORK, CONTACT 1-800-344-7483.

5. NO CHANGES TO APPROVED PLANT SCHEDULE WILL BE ALLOWED WITHOUT THE APPROVAL OF THE CITY OF JOPLIN AND THE OWNER'S REPRESENTATIVE.

6. ALL TREES SHALL BE INSTALLED, MULCHED, GUYED AND STAKED PER THE DETAILS. ALL SHRUBS SHALL BE INSTALLED AND MULCHED PER THE DETAILS.

7. HARDWOOD MULCH, A MINIMUM OF 2" DEEP, SHALL BE APPLIED TO ALL PLANTING BEDS SHOWN ON THIS PLAN.

8. THE CONTRACTOR SHALL PROVIDE A ONE YEAR MINIMUM WARRANTY FOR ALL PLANT MATERIALS AND INSTALLATION FROM THE DATE OF ACCEPTANCE.

9. THE CONTRACTOR SHALL SPOIL ANY EXCESS TOPSOIL LOCATED ON THE SITE THAT IS NOT REQUIRED TO PERFORM LANDSCAPE OPERATIONS. IF SUFFICIENT TOPSOIL IS NOT PRESENT ON SITE, THE CONTRACTOR SHALL IMPORT TOPSOIL TO THE SITE IN ORDER TO COMPLETE THE LANDSCAPE OPERATIONS. THE CONTRACTOR SHALL PERFORM A SOIL TEST ON THE EXISTING AND IMPORTED TOPSOIL AND APPLY LIME AND FERTILIZER AS RECOMMENDED BY THE TESTING AGENCY.

10. IN ALL PLANTING BEDS, SOD SHALL BE REMOVED ENTIRELY AND SOIL SHALL BE AMENDED WITH SIX INCHES OF TOPSOIL AND A MINIMUM OF SIX INCHES OF COMPOST TILLED INTO THE BEDS.

11. IRRIGATION TO BE DESIGNED AND INSTALLED ON SITE WITH HUNTER PGP ROTARY HEADS, HUNTER "S" TYPE SPRAY HEADS, HUNTER ICC 40 STATION CONTROLLER, RAIN AND FREEZE SENSORS, RAINBIRD PROFESSIONAL SERIES VALVES. EXISTING IRRIGATION IN THE LAWN AREAS SHALL BE RELOCATED OUT OF PROPOSED BED AREAS. ALL PROPOSED BED AREAS SHALL HAVE IRRIGATION ADDED, ADDITIONAL ZONES WILL BE REQUIRED AND POSSIBLY A LARGER CONTROL BOX.

12. ALL LAWN AREAS ARE TO BE IRRIGATED ON SEPARATE STATIONS AS LANDSCAPE BEDS.

13. CONTRACTOR SHALL PROVIDE A THREE YEAR WARRANTY ON THE IRRIGATION SYSTEMS PARTS AND LABOR.

SEEDING AND SODDING NOTE:

ALL DISTURBED AREAS UNDER A 10% SLOPE SHALL BE TOPSOILED TO A MINIMUM DEPTH OF 4", FERTILIZED AT A RATE OF 250 POUNDS PER ACRE AND SEEDED WITH ANNUAL RYE GRASS AT A RATE OF 3-4 POUNDS PER 1000 SQUARE FEET AND WITH TURF-TYPE FESCUE AT A RATE OF 8 POUNDS PER 1000 SQUARE FEET, OR SODDED IF THE AREA IS DESIGNATED FOR SOD. THE AREA MUST ALSO BE MULCHED. THE CONTRACTOR SHALL WATER AND MAINTAIN THE GRASS UNTIL A HEALTHY PERMANENT STAND IS ESTABLISHED.

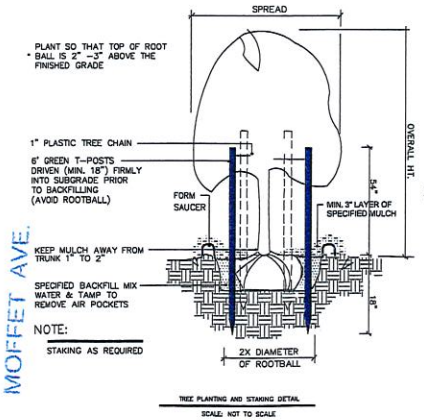
ALL DISTURBED AREAS WITH A 10% TO 15% SLOPE SHALL BE TOPSOILED TO A MINIMUM DEPTH OF 4", FERTILIZED AT A RATE OF 250 POUNDS PER ACRE AND SODDED AND STAKED WITH BERMUDA GRASS (SEE PLAN FOR AREAS.) IF ANY OTHER SLOPES ARE CREATED BY THE CONTRACTOR ABOVE 10%, THEY SHALL ALSO BE TREATED IN THIS MANNER.

ALL AREAS OVER 15% SHALL BE PLANTED AS ABOVE, BUT SHALL ALSO BE COVERED WITH EROSION CONTROL FABRIC.

AREAS TO BE SODDED ARE DESIGNATED BY THE DOTTED HATCH AS SHOWN IN THE LEGEND ON THE PLAN.

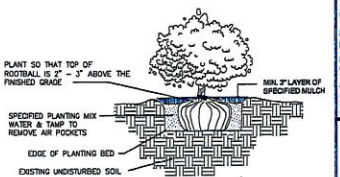
PLANT SCHEDULE

NO.	SYM.	COMMON NAME Botanical Name	SIZE/SPACING REMARKS
3,250 S.Y.		BERMUDA SOD	
46		DWARF FOUNTAIN GRASS Pennisetum alopecuroides 'Hamelin'	1 GALLON 3' O.C.
12		DWARF MAIDENGRASS Miscanthus sinensis 'Little Ritzer'	5 GALLON 4' O.C.
12		RED DRIFT ROSE Rosa 'Meipocos'	5 GALLON 3' O.C.
119		WINTER GEM BOXWOOD Buxus microphylla japonica 'Winter Gem'	5 GALLON 2' O.C.
6		BLUE ATLAS CEDAR Cedrus atlantica 'Glauca'	6'-10' B&B AS SHOWN
12		SPRING SNOW CRABAPPLE Malus 'Spring Snow'	2" CAL. / B&B AS SHOWN
9		SKYLINE HONEYLOCUST Gleditsia triacanthos var. inermis 'Skyline'	2" CAL. / B&B AS SHOWN
10		SUTCLIFFE GLORY MAPLE Acer rubrum 'Sutcliffe Glory'	2" CAL. / B&B AS SHOWN



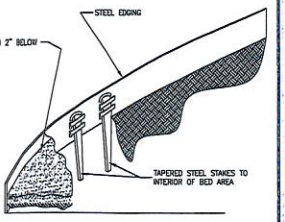
TREE PLANTING AND STAKING DETAIL

SCALE: NOT TO SCALE



SHRUB/GROUNDCOVER PLANTING DETAIL

SCALE: NOT TO SCALE



LANDSCAPE EDGING DETAIL

SCALE: NOT TO SCALE

CALL BEFORE YOU DIG

48 WORKING HOURS BEFORE DIGGING IN MISSOURI

CALL 1–800–DIG–RITE

0 20' 40'

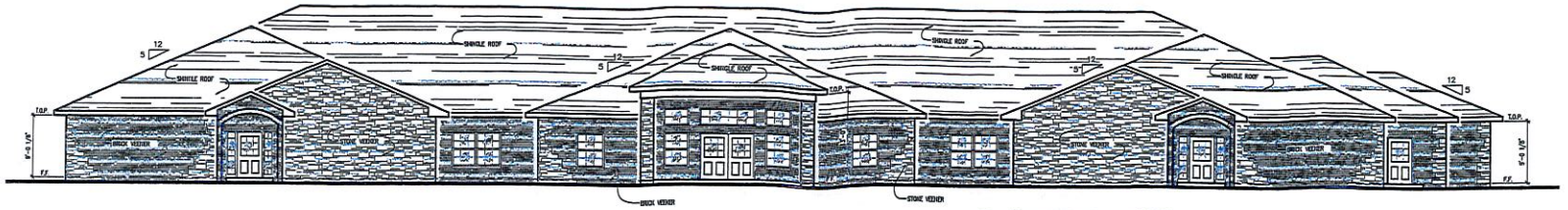
SCALE 1" = 20 FEET

Gray Rock

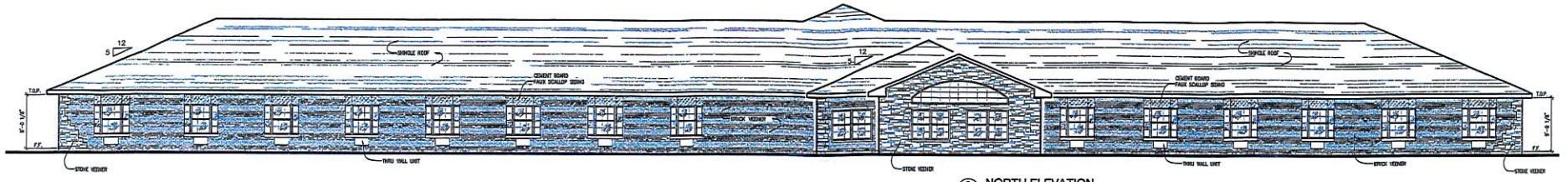
GRAY ROCK, LLC.
Landscape Architecture
5204 Village Parkway, Suite 11
Rogers, Arkansas 72758
www.grayrockconsulting.com
479.966.4413 office
800.887.7685 fax

LANDSCAPE PLAN
SKILLED NURSING FACILITY AT 26TH & MOFFET
L.T.C. CONSULTING
JOPLIN, JASPER COUNTY, MISSOURI

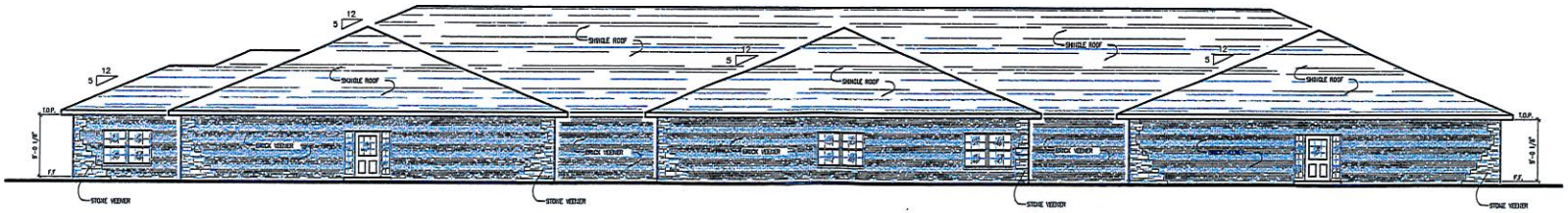
L1



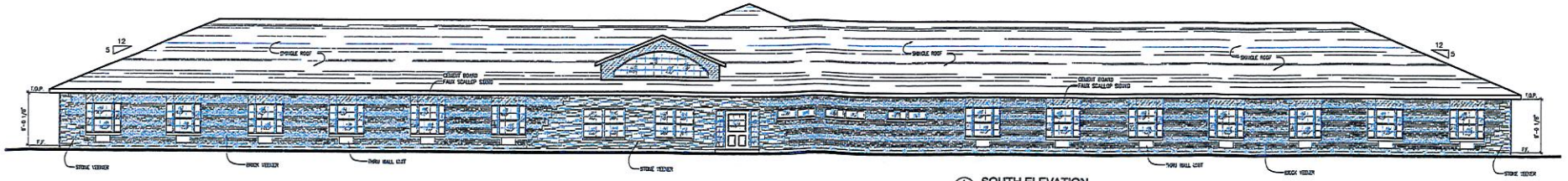
1 A-2 FRONT (EAST) ELEVATION
SCALE: 1/8" = 1'-0"



2 A-2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



3 A-2 REAR (WEST) ELEVATION
SCALE: 1/8" = 1'-0"



4 A-2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

EXTERIOR ELEVATIONS

Greenbriar Replacement
Skilled Nursing Facility
Joplin, MO

Larry D. Nelson, Architect
3424 S. Rogers Ave. Springfield, MO 65804
Phone: 417.882.8122 Fax 417.882.8152
email: larrynelsonarchitect@mchsi.com

Date: 10-10-13

Sheet No.
A2



Case 068-13: A request to rezone from District R-1 (Single-Family) to District C-1 PD (Neighborhood Commercial - Planned Development) for future planned skilled nursing facility at 2502 S. Moffet Avenue. - LTC Consulting

N

Case 068-13: 2502 South Moffet Avenue – A request to rezone from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for future planned commercial development – LTC Consulting.

Mr. Eastman opened the public hearing for Case 068-13.

Mr. Mike Ulmer, LTC Consulting, appeared to request the rezoning of the property in this request to rebuild the skilled nursing facility at 26th Street and Moffet Avenue.

Mr. Eastman asked Mr. Bolander if commercial zoning is required now. He replied that the previous building was an older facility prior to the tornado, with a different set of regulations when it was constructed. The current code recommends a different zoning classification.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 068-13.

MR. SMITH MOVED, SECONDED BY MR. CORTEZ, THAT CASE 068-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 068-13
LTC Consulting
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-303 **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-PD property as described below and located at 2502 South Moffet Avenue in the City of Joplin, Jasper County, Missouri.

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 removing the following described property from District R-1 and including same in District C-1-PD:

A parcel of land as being all of Lot 15 in the Plat of Prehm Urban Renewal Project Area R-19 as recorded in Plat Book 9, Page 25 and as described in the Jasper County, Missouri Recorder's Office in Book 1494, Page 805.

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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-304
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: Nick Heatherly — Date: 11/22/2013
City Attorney: Brian Head — Date: 11/25/13
City Manager: R. Mark Rohr — Date: 11/25/13
Board or Commission: Planning and Zoning Commission — Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 069-13: 2810 South Jackson Avenue – A request to rezone from District R-1 (Single-Family Residential) to District C-O (Non-Retail Commercial) for future non-retail commercial development – N & R of Joplin LLC.

STAFF SUMMARY:
The proposed rezoning will allow for the development of a skilled nursing facility with a Special Use Permit. A grandfathered skilled nursing facility was located on the site prior to the tornado, but the proposed rebuild of the facility will be larger than the former facility. The applicant is requesting to rezone, to vacate a utility easement, and to obtain a Special Use Permit to bring the development into compliance with the current zoning regulations. The proposed facility will be approximately 49,000 square feet with 92 beds.

Staff recommends approval of Case 069-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jerald Norton, Tri-State Engineering, appeared representing the applicant and stated that the previous skilled nursing facility on this site was destroyed in the 2011 tornado. The facility was originally zoned R-1, with the property to be rezoned to District C-0 with a Special Use Permit.

PUBLIC COMMENT:
None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Rezoning

CASE 069-13:

A request to rezone from District R-1 (Single-Family Residential) to District C-O (Non-Retail Commercial) for future non-retail commercial development.

APPLICANT: N & R of Joplin LLC

LOCATION: 2810 S. Jackson Avenue

REQUESTED ZONING: C-O (Non-Retail Commercial)

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family)	Vacant Lot (former skilled nursing facility)	171,600 ft² / 3.93 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1 & C-O PD	C-O	C-O
Land Use	Single-Family	Single-Family & Office	Office	Vacant (Former Office)

FUTURE LAND USE:

This site is recommended for office/institutional uses in the 2012 Future Land Use Map. The proposed zoning change complies with the Future Land Use Map.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Jackson Avenue	Collector	55'
W. 28th Street	Local	60'

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

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

This property is suitable for non-retail commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning will allow for the development of a skilled nursing facility with a Special Use Permit. A grandfathered skilled nursing facility was located on the site prior to the tornado, but the proposed rebuild of the facility will be larger than the former facility. The applicant is requesting to rezone, to vacate a utility easement, and to obtain a Special Use Permit to bring the development into compliance with the current zoning regulations. The proposed facility will be approximately 49,000 square feet with 92 beds.

Staff recommends approval of Case 069-13.

ENCLOSURES: None

RECEIVED
10-4-13

REZONING APPLICATION FORM

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.: 0629-13
Filing Fee: $350.00
Date Advertised: 10-27-13
Date Notices Sent: 10-28-13
P&Z Date: 11-11-13
City Council Date: 12-2-13

APPLICANT: N & R of Joplin LLC PHONE: 573-481-9625
ADDRESS: PO Box 1559 Sikeston Mo 63801 ZIP:
EMAIL:
OWNER: Jasper Holdings, LLC PHONE: 573-481-9625
ADDRESS: PO Box 1559, Sikeston Mo 63801 ZIP:
EMAIL:
LOCATION OF PROPERTY: Southwest Corner 28TH & Jackson
LEGAL DESCRIPTION: See Attached

Present Zoning R1 Requested Zoning: CO Acreage: 4.1 Ac ±
Present Use of Property: vacant
Proposed Use of Property: Skilled Nursing Facility

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Single Family Residential	R1
South	vacant	CO
East	mixed use - Residential & Commercial	R1; CO-PD; R2-PD
West	vacant	CO

CHARACTER OF THE NEIGHBORHOOD: currently mixed use

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: does not comply with current zoning regulations

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

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
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 28th Street & Jackson Ave.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local 28th Street Jackson Avenue
3. Right-of-Way Width: 28th (60' ROW); Jackson (65' ROW)
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

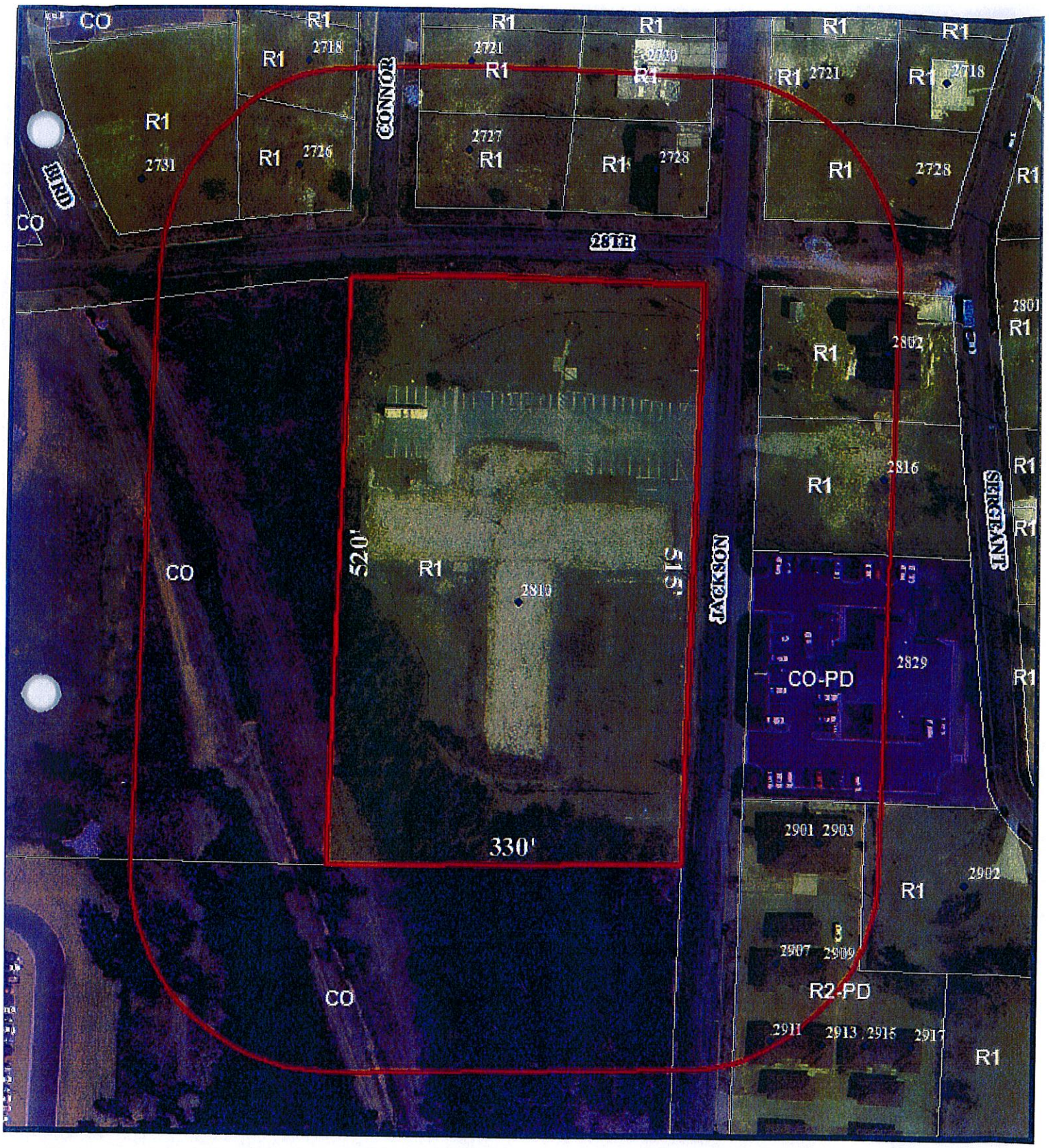
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

Redevelopment of skilled nursing facility destroyed in May 2011 Tornado

SIGNATURE: Jerald Norton DATE: 10/4/2013

BY: Jerald Norton Tri-State Engineering, Inc

TITLE: Vice President



Case 069-13: A request to rezone from District R-1 (Single-Family) to District C-O (Non-Retail Commercial) for future skilled nursing facility at 2810 S. Jackson Avenue. - N & R of Joplin LLC

N

Case 069-13: 2810 South Jackson Avenue – A request to rezone from District R-1 (Single-Family Residential) to District C-O (Non-Retail Commercial) for future non-retail commercial development – N & R of Joplin LLC.

Mr. Eastman opened the public hearing for Case 069-13.

Mr. Jerald Norton, Tri-State Engineering, appeared representing the applicant and stated that the previous skilled nursing facility on this site was destroyed in the 2011 tornado. The facility was originally zoned R-1, with the property to be rezoned to District C-0 with a Special Use Permit.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 069-13.

MR. BROWN MOVED, SECONDED BY MR. DUNCAN, THAT CASE 069-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 069-13
N & R of Joplin LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-304 **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-0 property as described below and located at 2810 South Jackson Avenue in the City of Joplin, Jasper County, Missouri.

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 removing the following described property from District R-1 and including same in District C-0:

Beginning at the intersection of the South line of Twenty-Eighth Street and the West line of Jackson Avenue, if extended; thence South and parallel with the West line of Jackson Avenue, if extended, 535 feet, more or less, to a point 135 feet South of the North line of the Southeast Quarter of the Southwest Quarter of Section 15, Township 27, Range 33; thence West parallel with the North line of said Southeast Quarter of the Southwest Quarter a distance of 325 feet; thence North and parallel with the West line of Jackson Avenue, if extended, to the South line of Twenty-Eighth Street; thence Easterly and on the South line of Twenty-Eighth Street, to the point of beginning; the same being part of the Miscellaneous Tracts Four (4) and Five (5) in Section 15, Township 27, Range 33, and all of Lots Numbered One (1), Two (2), Three (3), Four (4), and a portion of Lot Numbered Five (5) in Briarcliff Addition, Second Plat, to the City of Joplin, Jasper 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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-305
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: Nick Heatherly Date: 11/22/2013
City Attorney: Brian Head Date: 11/25/13
City Manager: R. Mark Rohr Date: 11/25/13
Board or Commission: Planning and Zoning Commission Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 070-13: 2810 South Jackson Avenue – A request for the vacation of a 10 foot wide public utility easement – N & R of Joplin LLC.

STAFF SUMMARY:
The vacation request will vacate the easement currently on the property. The development of a skilled nursing facility is proposed over portions of the existing easement.

Staff recommends approval of Case 070-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jerald Norton, Tri-State Engineering, appeared to request the vacation of an existing utility easement that was in place. The north one-third of that property was a platted subdivision with a 10-foot utility easement along the south line. No utilities were in place through this easement, and the previous skilled nursing facility actually sat on top of the easement until the tornado. All the utility companies have agreed to the vacation of the easement.

PUBLIC COMMENT:
None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Vacation

CASE 070-13:

A request for the vacation of a 10 foot wide public utility easement at 2810 S. Jackson Avenue.

APPLICANT: N & R of Joplin LLC

REPRESENTATIVE: Tri-State Engineering

LOCATION: 2810 S. Jackson Avenue

EXISTING CONDITIONS:

Easement Type(s)	Easement Sizes
Utility easement	10' x 330'

REASON FOR VACATION:

The vacation of the requested easement will allow for the development of a skilled nursing facility on the property. Portions of the facility will be developed over the existing easement. There are no active utilities currently in the easement.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: No

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The vacation request will vacate the easement currently on the property. The development of a skilled nursing facility is proposed over portions of the existing easement.

Staff recommends approval of Case 070-13.

ENCLOSURES: Survey of utility easements to be vacated

CITY OF JOPLIN

RECEIVED 10-4-13

APPLICATION FOR VACATION OF STREET OR RESERVATION

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.: 070-13
Filing Fee: $ 350.00
Date Advertised: 10-27-13
Date Notices Sent NA
Public Hearing Date: 11-11-13 / 12-2-13

I. Applicant Name: N & R of Joplin, LLC Phone: 573-481-9625

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: P.O Box 1559, Sikeston, Mo Zip: 63801

Email:

II. Type of vacation requested (check all that apply):

Street Vacation____

Alley Vacation____

Utility vacation X

Other (Please specify)

III. Legal Description of area requested to be vacated:

See Attached

IV. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation. All utilities were inplace in existing easement; any new easements needed will be dedicated as required

2. The vacation will not cause the public to suffer a loss or inconvenience. any new easements will be dedicated as required.

3. In justice to the applicant(s) the vacation should be granted. Any new easements will be dedicated as required

V. Required Attachments:

1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

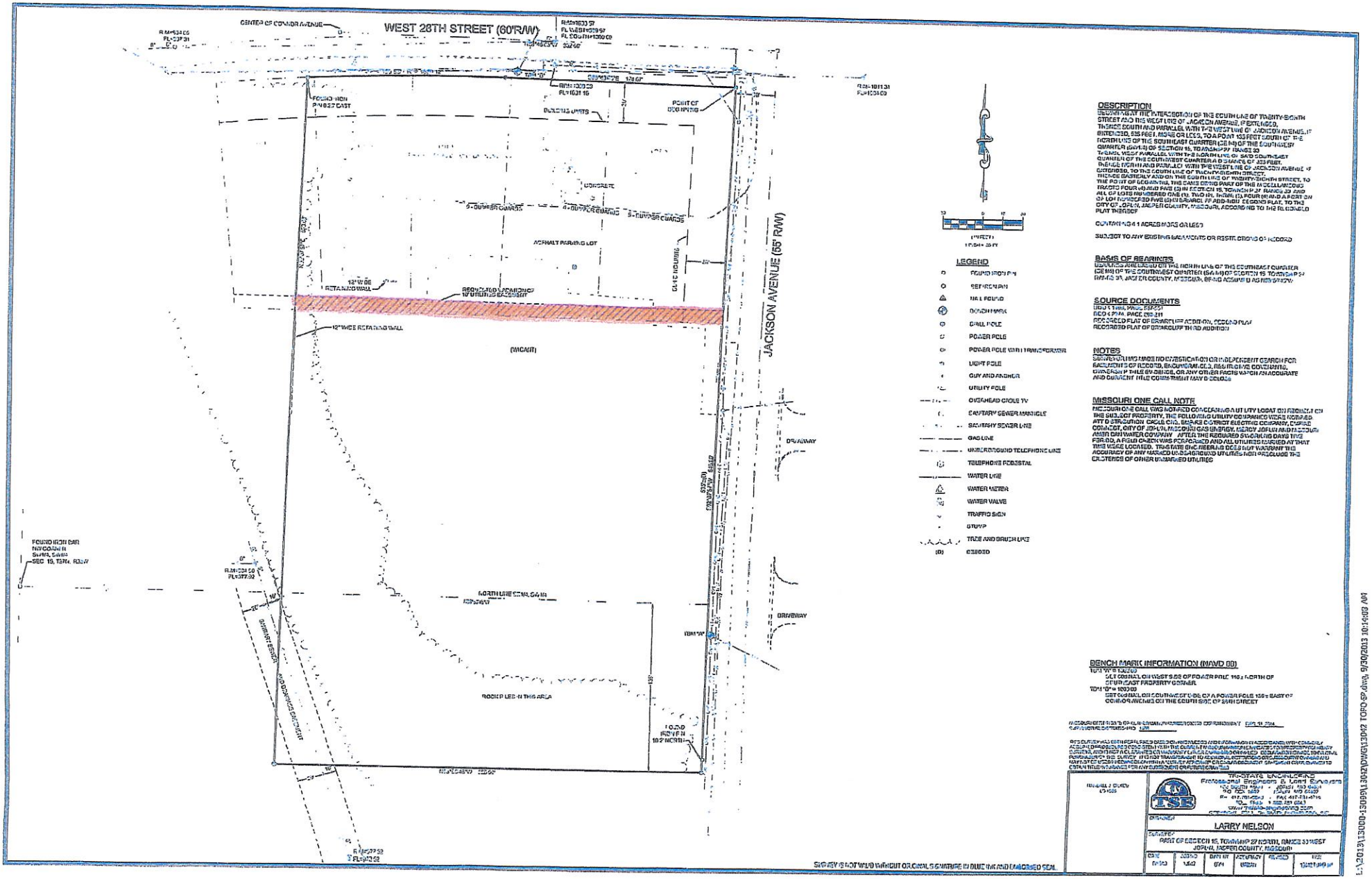
3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

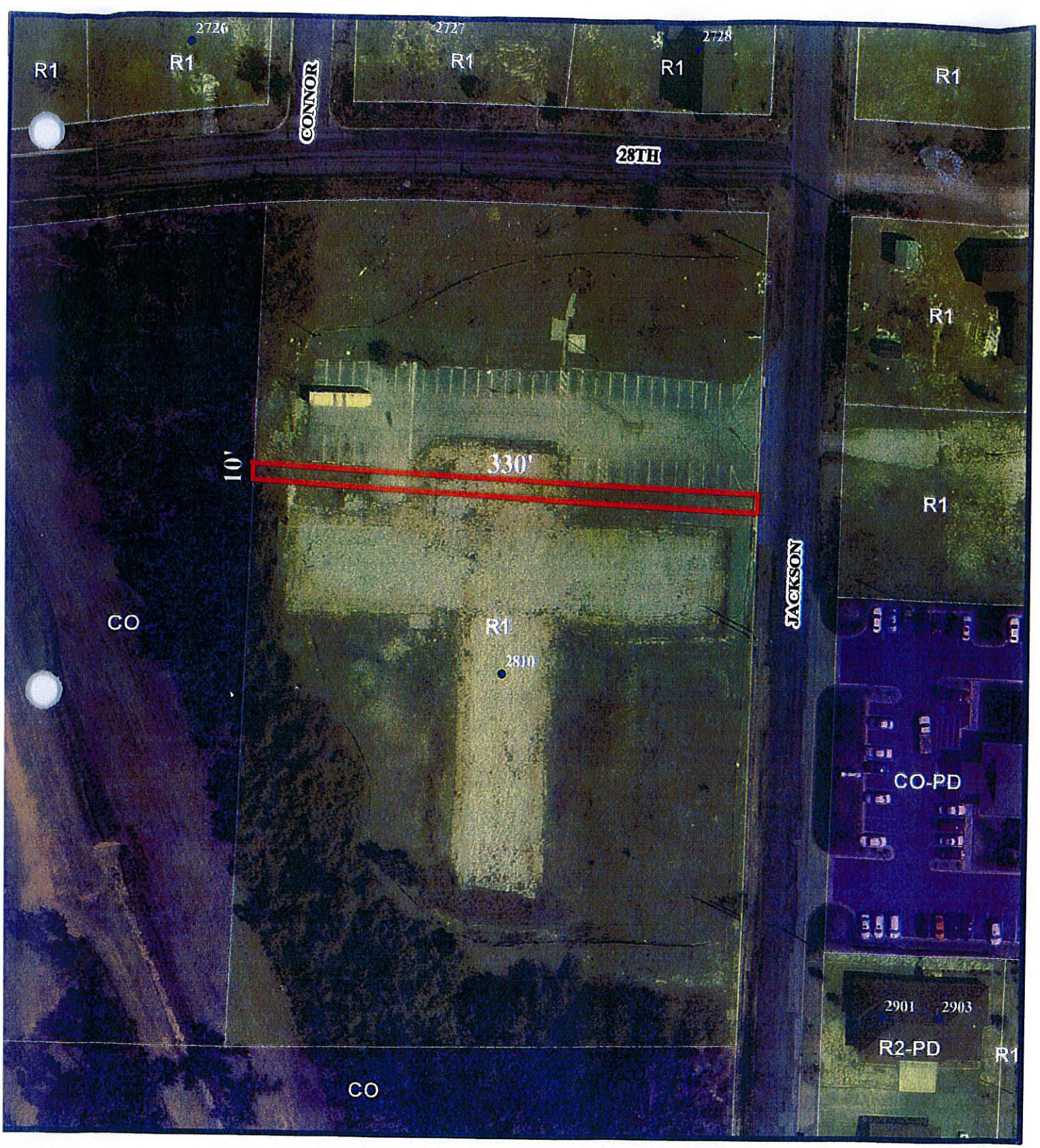
a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

SIGNATURE: Jerald Norton Tri-State Engineering DATE: 10/4/13

BY: Jerald Norton Tri-State Engineering

TITLE: Vice President


WEST 28TH STREET (60'R/W)
CENTER OF CONNOR AVENUE
JACKSON AVENUE (55' R/W)
POINT OF BEGINNING
FOUND IRON PIN 0.62' EAST
BUILDING UNITS
CONCRETE
6-RUNNER CURBS
ASPHALT PARKING LOT
12" WIDE RETAINING WALL
RECONSTRUCTED CREVICE 10' WIDE 1.5' ESCARPMENT
(VACANT)
DRIVEWAY
DRIVEWAY
NORTH LINE SW1/4 SW1/4
ROCKS LIE IN THIS AREA
FOUND IRON BAR NW CORNER N SW1/4, SW1/4 SEC 19, T28N, R33W
FOUND 1/2" IRON PIN 10.2' NORTH
LEGEND
DESCRIPTION
BASIS OF BEARINGS
SOURCE DOCUMENTS
NOTES
MISSOURI ONE CALL NOTE
BENCH MARK INFORMATION (NAVD 88)
TRI-STATE ENGINEERING
Professional Engineers & Land Surveyors
LARRY NELSON
SURVEY OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 33 WEST
JOPLIN, JASPER COUNTY, MISSOURI



Ca 070-13: A request to vacate an existing 10 foot wide public utility easement at 2810 S. Jac son Avenue. - N & R of Joplin LLC

N

Case 070-13: 2810 South Jackson Avenue – A request for the vacation of a 10 foot wide public utility easement – N & R of Joplin LLC.

Mr. Eastman opened the public hearing for Case 070-13.

Mr. Jerald Norton, Tri-State Engineering, appeared to request the vacation of an existing utility easement that was in place. The north one-third of that property was a platted subdivision with a 10-foot utility easement along the south line. No utilities were in place through this easement, and the previous skilled nursing facility actually sat on top of the easement until the tornado. All the utility companies have agreed to the vacation of the easement.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 070-13.

MR. DUNCAN MOVED, SECONDED BY MR. SMITH, THAT CASE 070-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 070-13
N & R of Joplin LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-305 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 10-foot wide public utility easement located at 2810 South Jackson Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 10-foot wide public utility easement located at 2810 South Jackson Avenue in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

Beginning at the intersection of the South line of Twenty-Eighth Street and the West line of Jackson Avenue, if extended; thence South and parallel with the West line of Jackson Avenue, if extended, 535 feet, more or less, to a point 135 feet South of the North line of the Southeast Quarter of the Southwest Quarter of Section 15, Township 27, Range 33; thence West parallel with the North line of said Southeast Quarter of the Southwest Quarter a distance of 325 feet; thence North and parallel with the West line of Jackson Avenue, if extended, to the South line of Twenty-Eighth Street; thence Easterly and on the South line of Twenty-Eighth Street, to the point of beginning; the same being part of the Miscellaneous Tracts Four (4) and Five (5) in Section 15, Township 27, Range 33, and all of Lots Numbered One (1), Two (2), Three (3), Four (4), and a portion of Lot Numbered Five (5) in Briarcliff Addition, Second Plat, to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

ATTEST: _____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: RESOLUTION NO. 2013-031
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Resolution

Public Works Director: Nick Heatherly NCH Date: 11/22/2013
City Attorney: Brian Head Date: 11/25/13
City Manager: R. Mark Rohr Date: 11/25/13
Board or Commission: Planning and Zoning Commission MDW Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval for a permanent Special Use Permit by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 071-13: 2810 South Jackson Avenue – A request for a permanent Special Use Permit (First Request) for the development and operation of a skilled nursing facility – N & R of Joplin LLC.

STAFF SUMMARY:
The applicant is requesting a special use permit for the installation and operation of a skilled nursing facility. The former skilled nursing facility on the site was grandfathered with respect to zoning and footprint. A skilled nursing facility requires a Special Use Permit in a C-O zoning district. The proposed facility will be approximately 49,000 square feet with 92 beds. The facility will be open 24 hours per day/365 days per year and will have approximately 85 employees divided into multiple shifts.

The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit is issued to N & R of Joplin LLC for the development and operation of a skilled nursing facility.
2. The term of this permit is to be permanent and is to begin when rezoning to District C-0 (Non-Retail Commercial) is official.
3. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
4. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jerald Norton, Tri-State Engineering, appeared to request a Special Use Permit for the proposed skilled nursing facility.

Mr. Eastman asked Mr. Norton how many beds are proposed, and he replied 92 beds.

PUBLIC COMMENT:
None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Special Use Permit

CASE 071-13:

A request for a permanent Special Use Permit (1st Request) for the development and operation of a skilled nursing facility at 2810 S. Jackson Avenue.

APPLICANT: N & R of Joplin LLC

LOCATION: 2810 S. Jackson Avenue

REQUESTED USE: Skilled Nursing Facility

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family) C-O (Non-Retail Commercial) * requested	Vacant (Former Skilled Nursing Facility)	171,600 ft² / 3.93 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1 & C-O PD	C-O	C-O
Land Use	Single-Family	Single-Family & Office	Office	Vacant (Former Office)

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Jackson Avenue	Collector	55'
W. 28th Street	Local	60'

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

No.

DISCUSSION:

The applicant is requesting a special use permit for the installation and operation of a skilled nursing facility. The former skilled nursing facility on the site was grandfathered with respect to zoning and footprint. A skilled nursing facility requires a Special Use Permit in a C-O zoning district. The proposed facility will be approximately 49,000 square feet with 92 beds. The facility will be open 24 hours per day/365 days per year and will have approximately 85 employees divided into multiple shifts.

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit is issued to N & R of Joplin LLC for the development and operation of a skilled nursing facility.
2. The term of this permit is permanent and is to begin when rezoning to District C-O (Non-Retail Commercial) is official.
3. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
4. Any other conditions set by the City Council of the City of Joplin.

Staff recommends approval of Case 071-13.

ENCLOSURES:

Preliminary Site Plan

RECEIVED
10-4-13

SPECIAL USE PERMIT APPLICATION

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.: C 71-13
Filing Fee: $ 350.00
Date Advertised: 10-27-13
Date Notices Sent: 10-28-13
Public Hearing Date: 11-11-13 / 12-2-13

APPLICANT: N+R of Joplin, LLC PHONE: 573 481 9625

ADDRESS: P.O. Box 1559, Sikeston, Mo 63801 EMAIL:

OWNER: Jasper Holdings, LLC PHONE: 573 481 9625

ADDRESS: P.O. Box 1559, Sikeston, Mo 63801 EMAIL:

LOCATION OF PROPERTY: Southwest corner of 28th and Jackson Ave.

LEGAL DESCRIPTION: See Attached

PRESENT ZONING CLASSIFICATION: R1 ACREAGE: 4.1 Ac.

PRESENT USE OF PROPERTY: Vacant Lot

PROPOSED LAND USE ACTIVITY: Skilled Nursing Facility

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	Residential - Single Family	R1
South	Vacant	CO
East	mixed use - single family residential & commercial office	R1, CO-PD & R2-PD
West	vacant	CO

	Yes	No
Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.		
1. Is deemed necessary for the public convenience at that location.	✓	
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.	✓	

3. Is found to be generally compatible with the neighborhood in which it is proposed. ✓ ____

4. Will comply with the height and area regulations of the district in which it is located unless specifically granted. ✓ ____

5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect. ✓ ____

6. Adequate utility, drainage, and other such necessary facilities have been or will be provided. ✓ ____

Should this special use be valid only for a specific time period? Yes ___ No ✓
If Yes, what length of time? _____

Attachments Required:

1. One copy of a legal description of the property on which the use is to be located.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may impact the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
3. Site plans and landscape plans must be submitted for the site before a Special Use Permit can be advertised for public hearing.

The Special Use Permit that will be issued will have set of conditions that will require information regarding the following: (Additional conditions may be imposed by the Commission and Council)

1. Hours of Operation. 24 HRS PER DAY
2. Days of Operation. 365 DAYS PER YEAR
3. Number of Off-street Parking Spaces. _____
4. Signs (Generally signs are limited to one sign not larger that one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line.) _____
5. Number of Assistants or employees. 85 EMPLOYEES total (multiple shifts)
6. Nature of the Business. SKILLED NURSING FACILITY
7. Location of the Business. on-site

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.

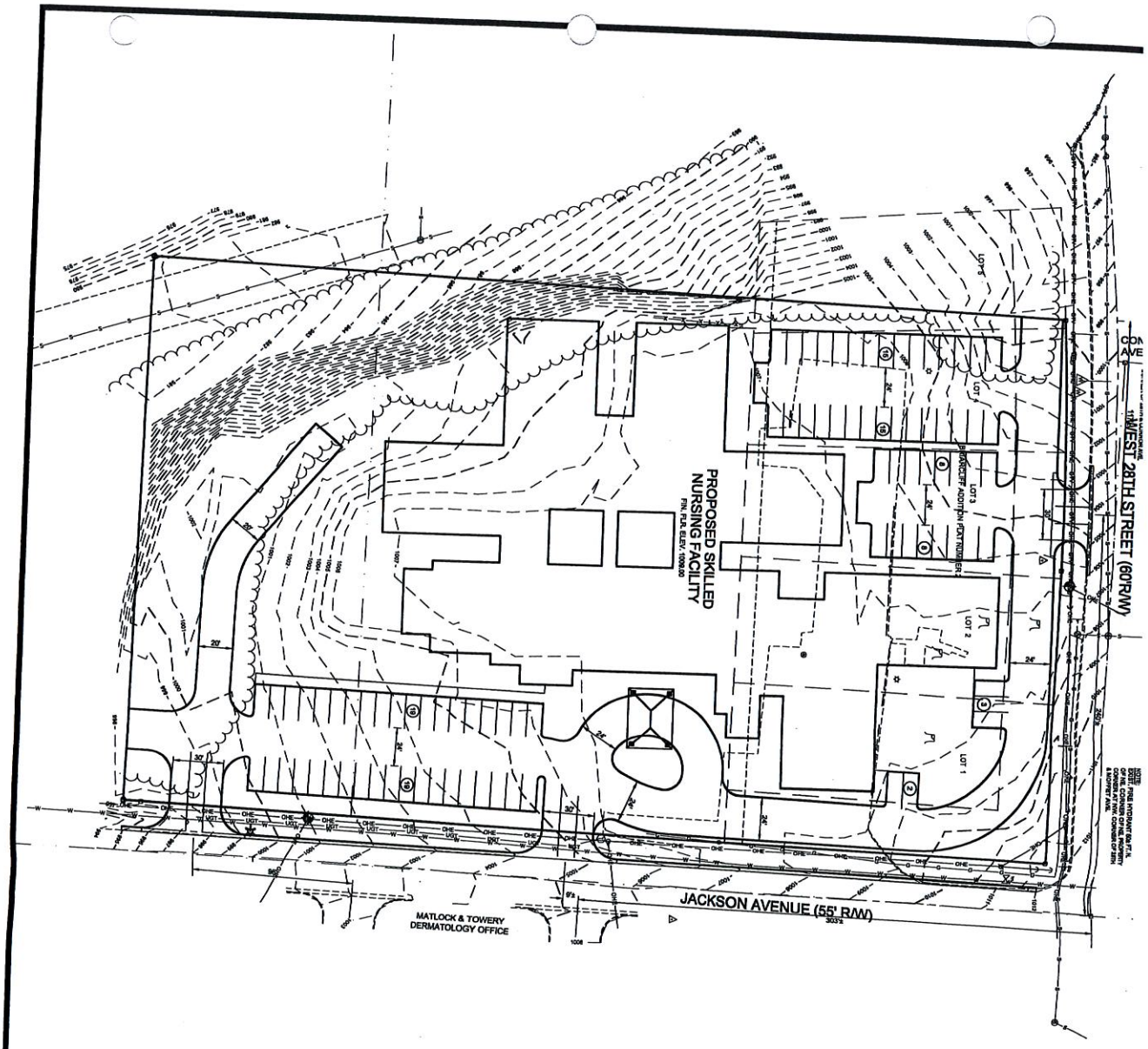
SIGNATURE Charlotte Stutts DATE: 9/30/13

BY: Charlotte Stutts TITLE: Reg. Agent

N&R of JOPLIN - 28TH AND JACKSON

The property was previously "grandfathered" under the current zoning regulations and was destroyed during the May 2011 tornado. The new facility will have the same number of beds as the previous building has been enlarged and re-oriented, which is why the property is being rezoned to comply with current zoning regulations. The impact of the new facility should be a positive one for the city by again providing employment for those displaced after the tornado and providing health care services for our citizens.

The re-development of the facility should not cause any adverse impacts to the traffic conditions or present any danger from fire hazards.



LEGEND

- FOUND IRON PIN
- SET IRON PIN
- NAIL FOUND
- BENCH MARK
- DRILL HOLE
- POWER POLE
- POWER POLE WITH TRANSFORMER
- LIGHT POLE
- GUY AND ANCHOR
- UTILITY POLE
- OVERHEAD CABLE T.V.
- SANITARY SEWER MANHOLE
- SANITARY SEWER LINE
- GAS LINE
- UNDERGROUND TELEPHONE LINE
- TELEPHONE PEDESTAL
- WATER LINE
- WATER METER
- WATER VALVE
- TRAFFIC SIGN
- STUMP
- TREE AND BRUSH LINE
- INDEXED CONTOUR
- INTERMEDIATE CONTOUR

BENCHMARK INFORMATION (NAVD 88)
SET "X" = ELEV. 1002.59
NORTH OF SOUTHWEST SIDE OF POWER POLE 1102± T.B.M. "B" = ELEV. 1008.00
SET "X" IN CONCRETE ON SOUTHWEST SIDE OF A POWER POLE 100±FT. NORTH OF SOUTH RIGHT-OF-WAY OF JACKSON AVENUE ON THE SOUTH SIDE OF 28TH STREET.

(IN FEET)
1 INCH = 30 FT.

Professional Engineers & Land Surveyors
702 South Main - Joplin, Missouri 64801
403 W. First St., Ste. 300 - Claremore, OK 74017
Mailing Address
P.O. Box 1867 - Joplin, Missouri 64802
Phone (417) 781-0543 - FAX (417) 781-4714
TOLL FREE 1-888-781-0543
www.tristate-engineering.com
Copyright, 2013, Tri-State Engineering, Inc.

TSE TRI-STATE ENGINEERING

GERALD HORTON JR. CIVIL ENG. #28126

PRELIMINARY
NOT FOR CONSTRUCTION
10/18/2013
THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL SIGNED AND SEALED DOCUMENT.

NO.	DATE	INIT.	REVISIONS

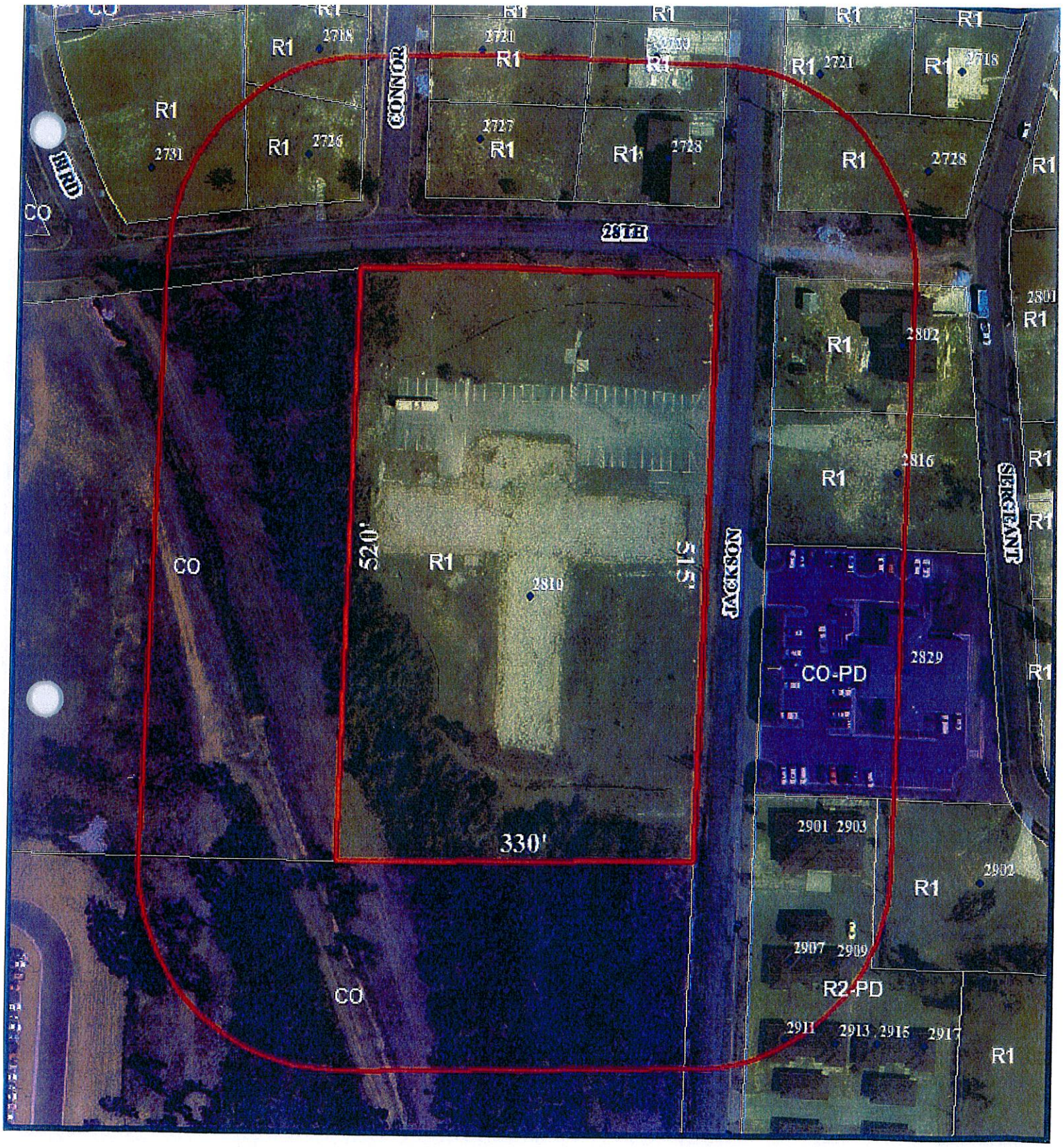
MISSOURI ENGINEERING CERTIFICATE OF AUTHORIZATION NUMBER 000539, EXPIRATION DATE DEC. 31, 2014

PROJECT
CONCEPTUAL SITE LAYOUT
SKILLED NURSING FACILITY AT 28TH & JACKSON

CUSTOMER
LARRY NELSON
JOPLIN, JASPER COUNTY, MISSOURI

JOB NO.	13042
DATE	9/30/2013
DRAWN BY	JHNM
CHKD. BY	
SHEET NO.	1

L:\2013\13000-13099\13042\DWG\13042_PROP.dwg, 10/18/2013 12:43:53 PM



Case 071-13: A request for a permanent Special Use Permit (1st Request) for the o ation of a skilled nursing facility at 2810 S. Jackson Avenue. - N & R of Joplin LLC

N

Case 071-13: 2810 South Jackson Avenue – A request for a permanent Special Use Permit (First Request) for the development and operation of a skilled nursing facility – N & R of Joplin LLC.

Mr. Eastman opened the public hearing for Case 071-13.

Mr. Jerald Norton, Tri-State Engineering, appeared to request a Special Use Permit for the proposed skilled nursing facility.

Mr. Eastman asked Mr. Norton how many beds are proposed, and he replied 92 beds.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 071-13.

MR. BROWN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 071-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A PERMANENT SPECIAL USE PERMIT TO BE ISSUED TO N & R OF JOPLIN LLC, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 071-13
N & R of Joplin LLC
(P & Z Recommended Approval
for a permanent Special Use Permit)

RESOLUTION NO. 2013-031

A RESOLUTION granting a Special Use Permit (First Request) to N & R of Joplin LLC for the development and operation of a skilled nursing facility located at 2810 South Jackson Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on November 11, 2013, recommended that a Special Use Permit be granted to N & R of Joplin LLC for the development and operation of a skilled nursing facility located at 2810 South Jackson Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on December 2, 2013, in compliance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, as follows:

That a Special Use Permit be granted to N & R of Joplin LLC for the development and operation of a skilled nursing facility in the City of Joplin, Missouri, on the following described real estate, to-wit:

> Beginning at the intersection of the South line of Twenty-Eighth Street and the West line of Jackson Avenue, if extended; thence South and parallel with the West line of Jackson Avenue, if extended, 535 feet, more or less, to a point 135 feet South of the North line of the Southeast Quarter of the Southwest Quarter of Section 15, Township 27, Range 33; thence West parallel with the North line of said Southeast Quarter of the Southwest Quarter a distance of 325 feet; thence North and parallel with the West line of Jackson Avenue, if extended, to the South line of Twenty-Eighth Street; thence Easterly and on the South line of Twenty-Eighth Street, to the point of beginning; the same being part of the Miscellaneous Tracts Four (4) and Five (5) in Section 15, Township 27, Range 33, and all of Lots Numbered One (1), Two (2), Three (3), Four (4), and a portion of Lot Numbered Five (5) in Briarcliff Addition, Second Plat, to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

and the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to N & R of Joplin LLC for the development and operation of a skilled nursing facility.
2. The term of this permit is to be permanent and is to begin when rezoning to District C-0 (Non-Retail Commercial) is official.

3. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
4. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to N & R of Joplin LLC in accordance with the plans and specifications on file in the Office of the Building Official.

The City Clerk is hereby ordered to file this Resolution with the Zoning District Map maintained in her office and to note the changes herein provided for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:_____
Barbara L. Hogelin, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-306
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: Nick Heatherly — Date: 11/22/2013
City Attorney: Brian Head — Date: 11/25/13
City Manager: R. Mark Rohr — Date: 11/26/13
Board or Commission: Planning and Zoning Commission — Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 072-13: 2008 Highlander Drive – A request for the vacation of the southerly 4 feet of the southerly 10 feet of a platted sanitary sewer easement – Brian and Cynthia Swadner.

STAFF SUMMARY:
The vacation request will vacate the portion of the sanitary sewer easement that is needed to have the house no longer in the easement.

Staff recommends approval of Case 072-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mrs. Cynthia Swadner appeared to request the vacation of the southerly four feet of the southerly 10 feet of a platted sanitary sewer easement since a portion of her house was built on the utility easement, and she was unaware of that.

Mr. Eastman asked if the City staff is agreeable with this vacation. Mr. Bolander replied that the staff does not have any issues with vacating the easement.

PUBLIC COMMENT:
None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Vacation

CASE 072-13:

A request for the vacation of the southerly 4 feet of the southerly 10 feet of a platted sanitary sewer easement at 2008 Highlander Drive.

APPLICANT: Brian and Cynthia Swadner

REPRESENTATIVE: N/A

LOCATION: 2008 Highlander Drive

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Sanitary Sewer Easement	4' x 135'

REASON FOR VACATION:

The existing house, permitted in 2010, was not built as shown on the approved plot plan. The house was built 2 feet into the platted sanitary sewer easement.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: No

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The vacation request will vacate the portion of the sanitary sewer easement that is needed to have the house no longer in the easement.

Staff recommends approval of Case 072-13.

ENCLOSURES: Survey of easement to be vacated

RECEIVED
10-11-13

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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.: 07-2-13
Filing Fee: $ 350.00
Date Advertised: 10-27-13
Date Notices Sent N/A
Public Hearing Date: 11/11/13 & 12/2/13

I. Applicant Name: BRIAN & CYNTHIA SWADNER Phone: (417) 529-4646

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 2008 HIGHLANDER DR Zip: 64804

Email: CINDY.SWADNER@SAFEWAY.COM

II. Type of vacation requested (check all that apply):

Street Vacation____

Alley Vacation____

Utility vacation ✓

Other (Please specify)____

III. Legal Description of area requested to be vacated: Attached

IV. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation. YES

2. The vacation will not cause the public to suffer a loss or inconvenience. YES

3. In justice to the applicant(s) the vacation should be granted. YES

V. Required Attachments:

1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

SIGNATURE: Brian Swadner & Cynthia Swadner DATE: 10/11/13

BY: Brian Swadner CYNTHIA SWADNER

TITLE: _____

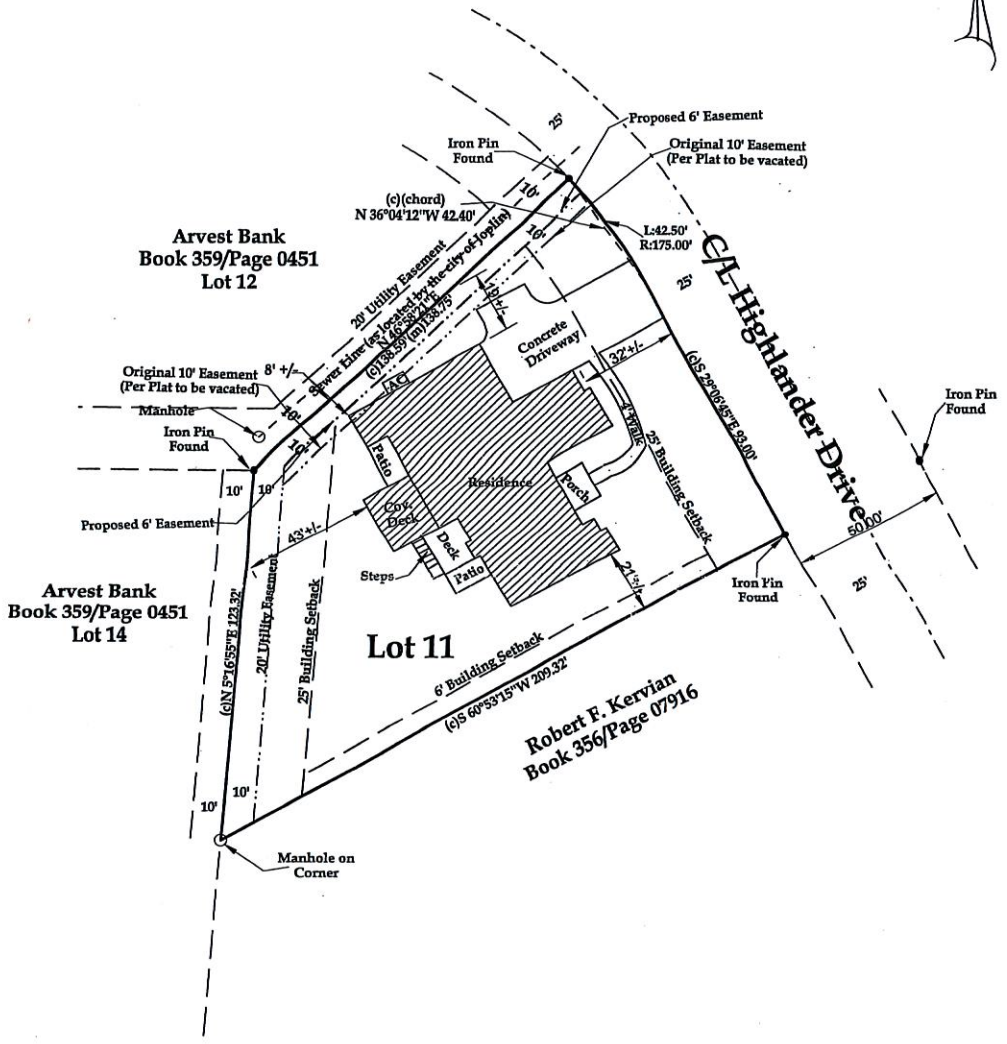
Moritz

SCALE: One Inch equals 40 feet

0 20 40 60 80

BASIS OF BEARINGS: The North Line of Lot 11 assumed bearing N 46°58'21"E as per recorded plat.
CLASS OF PROPERTY:(c)Urban
SOURCE DEED: Brian E. & Cynthia M. Swadner; Book 359/Page 01973

LEGAL DESCRIPTION:
ALL OF LOT NUMBERED ELEVEN (11) IN HIDDEN HILLS SUBDIVISION PLAT NUMBER 2, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD.
***THE ORIGINAL 10 FOOT UTILITY EASEMENT ON THE NORTH 10 FEET OF LOT 11 IN HIDDEN HILLS SUBDIVISION PLAT NUMBER 2, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI TO BE VACATED**
***THE PROPOSED 6 FOOT UTILITY EASEMENT ON THE NORTH 6 FEET OF LOT 11 IN HIDDEN HILLS SUBDIVISION PLAT NUMBER 2, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI TO BE RECORDED.**



SURVEYOR'S CERTIFICATE

I, H. Andrew South, a Registered Land Surveyor of Joplin, Jasper County, Missouri, do hereby certify that the field notes and the attached plat are a true and accurate description of the work performed and measurements taken; Survey was made in accordance with the Missouri Minimum Standards for Property Boundary Surveys of the Missouri Department of Natural Resources, Division of Geology and Land Survey, and is not a warranty of title either expressed or implied. This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block. It is not transferable to additional institutions or subsequent owners and may not be used in connection with a "survey affidavit" or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees. Furthermore, this survey is not valid without the original signature and embossed seal.

10/21/2013
& Revised

H. Andrew South, Mo.L.S. #2006000160

Survey For:

Property Address: 2008 Highlander Joplin, Missouri

Section - 36	Township - 27	Range - 33
Scale: 1 = 40'.00"		Date: 9/30/2013
Field Book #D.C.		File Name:LT11HHS2

STEWART & NEECE LAND SURVEYING INC.
1201 East 15th Street, Joplin, Missouri 64804
Serving S.W. Missouri Since the Year of 1922
Ph.: 1-417-624-0311 Fax: 1-417-624-0365
Land Surveys, Lot Surveys, Subdivisions, Mine Data, & Blueprints



Case 072-13: A request to vacate the southerly 4 feet of a 10 foot wide platted sanitary se[illegible] easement at 2008 Highlander Drive. - Brian & Cynthia Swadner

N

Case 072-13: 2008 Highlander Drive – A request for the vacation of the southerly 4 feet of the southerly 10 feet of a platted sanitary sewer easement – Brian and Cynthia Swadner.

Mr. Eastman opened the public hearing for Case 072-13.

Mrs. Cynthia Swadner, 2008 Highlander Drive, Joplin, appeared to request the vacation of the southerly four feet of the southerly 10 feet of a platted sanitary sewer easement since a portion of her house was built on the utility easement, and she was unaware of that.

Mr. Eastman asked if the City staff is agreeable with this vacation. Mr. Bolander replied that the staff does not have any issues with vacating the easement.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 072-13.

MR. BROWN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 072-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 072-13
Brian and Cynthia Swadner
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-306 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of the southerly 4 feet of the southerly 10 feet of a platted sanitary sewer easement located at 2008 Highlander Drive in the City of Joplin, Newton County, Missouri.

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

Section 1. That all that part of a 10-foot wide public utility easement located at 2810 South Jackson Avenue in the City of Joplin, Newton County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

A portion of the platted sanitary sewer easement lying in lots numbered Eleven (11) and Twelve (12) in Hidden Hills Subdivision Plat Number 2, in the City of Joplin, Newton County, Missouri, being more particularly described as follows: All of the southerly four feet (4') of the southerly ten feet (10') of a platted sanitary sewer easement being twenty feet (20') in width and lying ten feet (10') on each side of the line between Lot Numbered Eleven (11) and Lot Numbered Twelve (12) in Hidden Hills Subdivision Plat Number 2, in the City of Joplin, Newton County, Missouri, according to the recorded plat thereof, said southerly ten feet (10') of said easement being the northerly ten feet (10') of Lot Numbered Eleven (11).

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-307
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: Nick Heatherly	Date: 11/22/2013
City Attorney: Brian Head	Date: 11/25/13
City Manager: R. Mark Rohr	Date: 11/25/13
Board or Commission: Planning and Zoning Commission	Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 073-13: Prigmore Road between Route FF/32nd Street and Interstate 44 – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Jasper County, MO.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex the existing portions of Prigmore Road right-of-way not currently in the City of Joplin.

Staff recommends approval of Case 073-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander made one presentation for Case 073-13, Case 074-13, and Case 075-13. These cases involve the annexation of property in the Crossroads Industrial Park on the east side of Prigmore Road. The City staff intentionally left that part of the industrial park outside the City of Joplin because that opened it up to some incentives being in a rural area. All those incentive programs have been exhausted, so the City staff is coming back before the Joplin Industrial Development Authority and Missouri-American Water Company to start asking for voluntary annexations.

These three cases set the stage for the City of Joplin to begin annexing the private properties and starts making those connections. These cases involve the roadways and the properties owned by Joplin Industrial Development Authority and Missouri-American Water Company. The City staff recommends approval of these requests.

Mr. Eastman asked Mr. Bolander if these can be grouped together for one vote, and he replied that they must be separate.

PUBLIC COMMENT: None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 073-13:

A request to voluntarily annex Prigmore Road between Rt. FF/32nd Street to Interstate 44.

LOCATION: Prigmore Road from Rt. FF/32nd Street to I-44

APPLICANT: Jasper County, Missouri

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Right-of-Way	35' – 90' x 4,300'

DISCUSSION

The applicant is requesting to voluntarily annex the existing portions of Prigmore Road right-of-way not currently in the City of Joplin.

Staff recommends approval of Case 073-13.

ENCLOSURES:

None

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.012, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

Darius K Adams
County Commissioner

John Bartosh
County Commissioner

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 8th day of ~~September~~ October, 2013, before me appeared John Bartosh, Presiding Commissioner and Darieus K. Adams, Western District Commissioner, to me known to be the Presiding Commissioner and Western District Commissioner of Jasper County, and the seal affixed to the foregoing instrument is the seal of Jasper County, and that said instrument was signed and sealed on behalf of Jasper County by authority of its Commissioners of the consideration stated therein and no other, and said John Bartosh and Darieus K. Adams acknowledged said instrument to be the free act and deed of Jasper County, and that the allegations contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

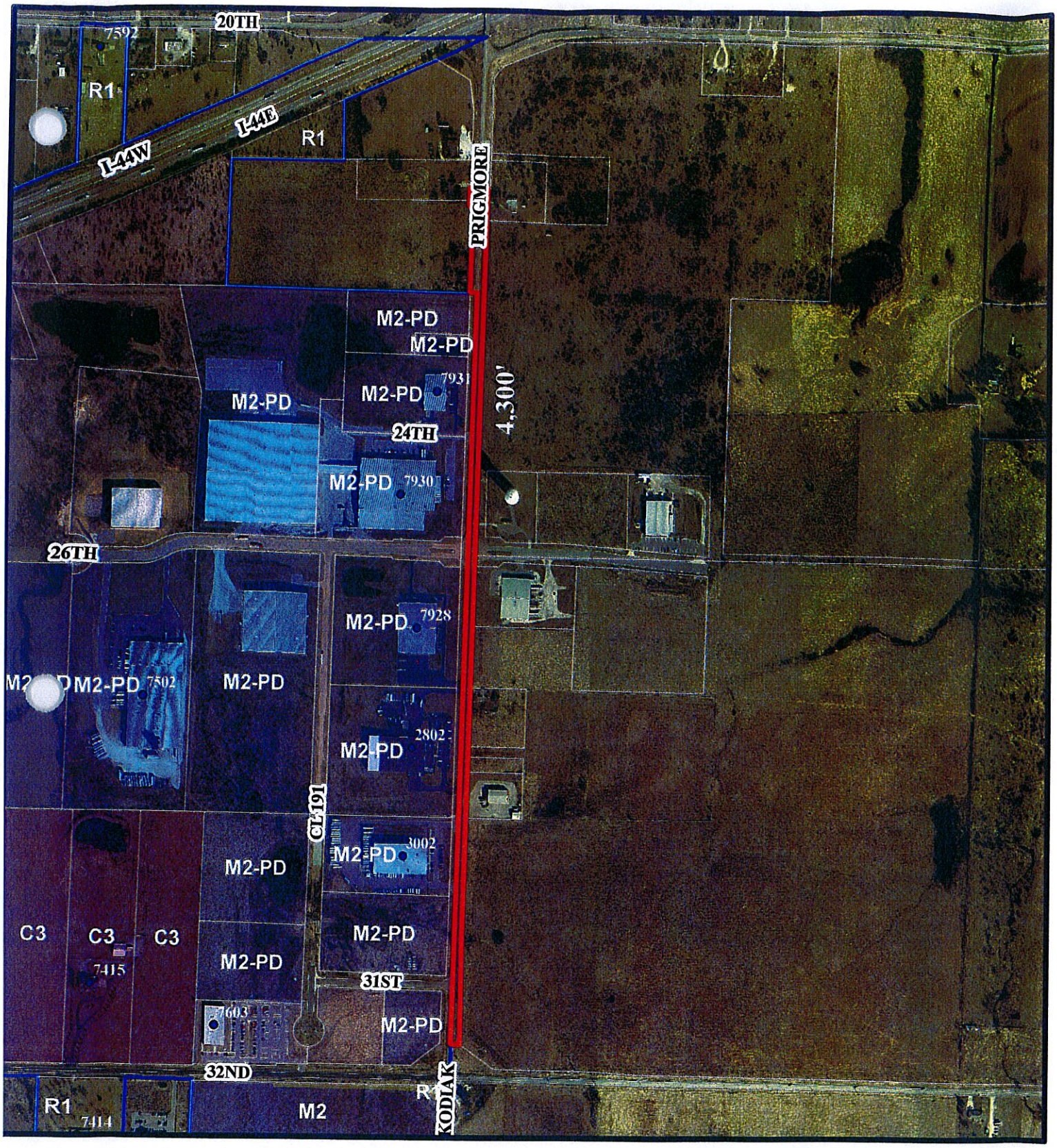
Terri Benford
Notary Public

My commission expires:

02-26-2016

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

TERRI BENFORD
My Commission Expires
February 26, 2016
Newton County
Commission #12535363



Case 073-13: A request to voluntarily annex into the corporate limits of the City of Joplin, M[illegible] Prigmore Road right-of-way between Rt. FF/32nd Street and Interstate 44. - Jasper County, Missouri



Mr. Bolander made one presentation for Case 073-13, Case 074-13, and Case 075-13. These cases involve the annexation of property in the Crossroads Industrial Park on the east side of Prigmore Road. The City staff intentionally left that part of the industrial park outside the City of Joplin because that opened it up to some incentives being in a rural area. All those incentive programs have been exhausted, so the City staff is coming back before the Joplin Industrial Development Authority and Missouri-American Water Company to start asking for voluntary annexations.

These three cases set the stage for the City of Joplin to begin annexing the private properties and starts making those connections. These cases involve the roadways and the properties owned by Joplin Industrial Development Authority and Missouri-American Water Company. The City staff recommends approval of these requests.

Mr. Eastman asked for questions from the commissioners, and none were received. He asked Mr. Bolander if these can be grouped together for one vote, and he replied that they must be separate.

Case 073-13: Prigmore Road between Route FF/32nd Street and Interstate 44 – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Jasper County, MO.

Mr. Eastman opened the public hearing for Case 073-13. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 073-13.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT CASE 073-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 073-13
Jasper County, Missouri
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-307 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of Prigmore Road between Route FF/32nd Street and Interstate 44 in Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001, as amended, a verified Petition requesting annexation and signed by the owners of all fee interests of record in the tracts of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section, having referred this matter to the Planning and Zoning Commission for a Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land described as follows, to-wit:

All that part of Prigmore Avenue right-of-way beginning at the north right-of-way limits of State Highway FF and extending north to the south right-of-way limits of Interstate 44 except that part of Prigmore Avenue right-of-way lying within the city limits of Joplin, Missouri.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Jasper County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the First (1st) day of February, 2014.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-308
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: Nick Heatherly	Date: 11/22/2013
City Attorney: Brian Head	Date: 11/25/13
City Manager: R. Mark Rohr	Date: 11/25/13
Board or Commission: Planning and Zoning Commission	Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 074-13: Prigmore Road and East 26th Street/Alliance Parkway – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Joplin Industrial Development Authority.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex the existing portions of East 26th Street/Alliance Parkway east of Prigmore Road.

Staff recommends approval of Case 074-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander made one presentation for Case 073-13, Case 074-13, and Case 075-13. These cases involve the annexation of property in the Crossroads Industrial Park on the east side of Prigmore Road. The City staff intentionally left that part of the industrial park outside the City of Joplin because that opened it up to some incentives being in a rural area. All those incentive programs have been exhausted, so the City staff is coming back before the Joplin Industrial Development Authority and Missouri-American Water Company to start asking for voluntary annexations.

These three cases set the stage for the City of Joplin to begin annexing the private properties and starts making those connections. These cases involve the roadways and the properties owned by Joplin Industrial Development Authority and Missouri-American Water Company. The City staff recommends approval of these requests.

Mr. Eastman asked Mr. Bolander if these can be grouped together for one vote, and he replied that they must be separate.

PUBLIC COMMENT: None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 074-13:

A request to voluntarily annex E. 26th Street/Alliance Parkway from Prigmore Road east approximately 1,215 feet.

LOCATION: Prigmore Road and E. 26th Street/Alliance Parkway

APPLICANT: Joplin Industrial Development Authority

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Right-of-Way	90' – 150' x 1,215'

DISCUSSION

The applicant is requesting to voluntarily annex the existing portions of E. 26th Street/Alliance Parkway east of Prigmore Road.

Staff recommends approval of Case 074-13.

ENCLOSURES:

None

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

Rob O'Brian, Vice President,
Joplin Industrial Development Authority

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

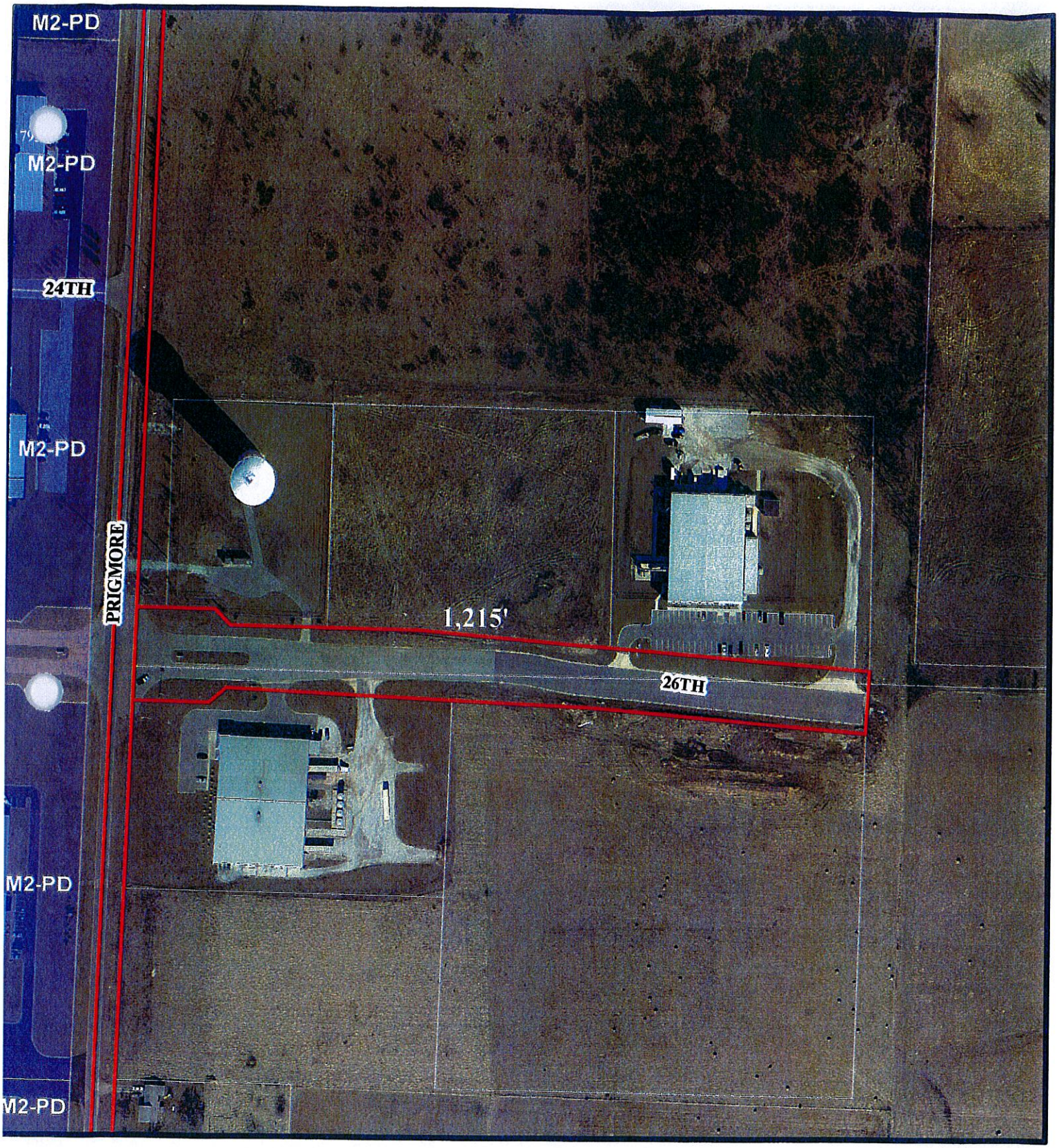
On this 21st day of October, 2013, before me appeared Rob O'Brian, to me known to be the Vice-President of The Industrial Development Authority of the City of Joplin, MO, Inc.
and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Rob O'Brian acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: 5-6-17.

Notary Public

CYNTHIA R. WEISS
Notary Public - Notary Seal
State of Missouri
Commissioned for Newton County
My Commission Expires: May 06, 2017
Commission Number: 13692192



Cases 074-13: A request to voluntarily annex into the corporate limits of the City of Joplin E. 26th Street/Alliance Parkway east of Prigmore Road. - Joplin Industrial Development Authority

N

Mr. Bolander made one presentation for Case 073-13, Case 074-13, and Case 075-13. These cases involve the annexation of property in the Crossroads Industrial Park on the east side of Prigmore Road. The City staff intentionally left that part of the industrial park outside the City of Joplin because that opened it up to some incentives being in a rural area. All those incentive programs have been exhausted, so the City staff is coming back before the Joplin Industrial Development Authority and Missouri-American Water Company to start asking for voluntary annexations.

These three cases set the stage for the City of Joplin to begin annexing the private properties and starts making those connections. These cases involve the roadways and the properties owned by Joplin Industrial Development Authority and Missouri-American Water Company. The City staff recommends approval of these requests.

Mr. Eastman asked for questions from the commissioners, and none were received. He asked Mr. Bolander if these can be grouped together for one vote, and he replied that they must be separate.

Case 074-13: Prigmore Road and East 26th Street/Alliance Parkway – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Joplin Industrial Development Authority.

Mr. Eastman opened the public hearing for Case 074-13. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 074-13.

MR. DUNCAN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 074-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 074-13
Joplin Industrial Development Authority
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-308 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at Prigmore Road and East 26th Street/Alliance Parkway in Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001, as amended, a verified Petition requesting annexation and signed by the owners of all fee interests of record in the tracts of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section, having referred this matter to the Planning and Zoning Commission for a Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land described as follows, to-wit:

A tract of land located in the Northwest Quarter (NW ¼) of Section 14, Township 27 North, Range 32 West in Jasper County, Missouri. Being described more fully as follows: Beginning at the West Quarter Corner (W ¼) of said Section 14, a found 5/8-inch iron pin; thence North 00 degrees 54 minutes 45 seconds East, along the West line of said Quarter Section, a distance of 94.25 feet; thence South 89 degrees 05 minutes 20 seconds East, a distance of 80.00 feet to the East right-of-way line of County Road 190; thence South 89 degrees 05 minutes 15 seconds East, a distance of 81.00 feet; thence South 44 degrees 05 minutes 20 seconds East, a distance of 35.36 feet; thence South 89 degrees 05 minutes 15 seconds East, a distance of 313.98 feet; thence South 85 degrees 07 minutes

34 seconds East, a distance of 831.04 feet; thence South 04 degrees 52 minutes 26 seconds West, a distance of 80.00 feet; thence North 85 degrees 07 minutes 34 seconds West, a distance of 538.73 feet; thence North 89 degrees 05 minutes 15 seconds West, a distance of 600.06 feet; thence South 45 degrees 54 minutes 50 seconds West, a distance of 35.36 feet; thence North 89 degrees 05 minutes 15 seconds West, a distance of 81.00 feet to the East right-of-way line of County Road 190; thence North 89 degrees 05 minutes 15 seconds West, a distance of 80.00 feet; thence North 00 degrees 54 minutes 45 seconds East, a distance of 55.75 feet to the Point of Beginning.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Jasper County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:02 a.m., on the First (1st) day of February, 2014.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-309
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill No. 2013-309

Public Works Director: Nick Heatherly	Date: 11/22/2013
City Attorney: Brian Head	Date: 11/25/13
City Manager: R. Mark Rohr	Date: 11/25/13
Board or Commission: Planning and Zoning Commission	Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 075-13: Northeast corner of Prigmore Road and East 26th Street/Alliance Parkway – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Missouri-American Water Company.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex the existing water tower property located at the northeast corner of East 26th Street and Prigmore Road.

Staff recommends approval of Case 075-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander made one presentation for Case 073-13, Case 074-13, and Case 075-13. These cases involve the annexation of property in the Crossroads Industrial Park on the east side of Prigmore Road. The City staff intentionally left that part of the industrial park outside the City of Joplin because that opened it up to some incentives being in a rural area. All those incentive programs have been exhausted, so the City staff is coming back before the Joplin Industrial Development Authority and Missouri-American Water Company to start asking for voluntary annexations.

These three cases set the stage for the City of Joplin to begin annexing the private properties and starts making those connections. These cases involve the roadways and the properties owned by Joplin Industrial Development Authority and Missouri-American Water Company. The City staff recommends approval of these requests.

Mr. Eastman asked Mr. Bolander if these can be grouped together for one vote, and he replied that they must be separate.

PUBLIC COMMENT: None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 075-13:

A request to voluntarily annex property at the northeast corner of E. 26th Street and Prigmore Road.

LOCATION: Northeast corner of E. 26th & Prigmore

APPLICANT: Missouri-American Water Company

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Water Tower	270' x 350'

DISCUSSION

The applicant is requesting to voluntarily annex the existing water tower property located at the northeast corner of E. 26th Street and Prigmore Road.

Staff recommends approval of Case 075-13.

ENCLOSURES:

None

REQUIRED VOLUNTARY ANNEXATION INFORMATION

*******THIS FORM MUST BE SUBMITTED WITH YOUR VOLUNTARY ANNEXATION PETITION*******

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation you will need to complete this form for each parcel of property.

Property Owner Name: Missouri- American Water Co. **Telephone Number:** 314- 996- 2305

Property Address: 727 Craig Rd St. Louis, MO 63141

1. **Is this property residential property?** ____ Yes X No
2. **Are there any businesses located on this property?** X Yes ____ No

If yes, how many businesses are located on this property? 1

Please list the following information for each business located on the property:

Business #1:

Business Name: Missouri- American Water Company

Business Mailing Address: 727 Craig Rd. St. Louis, MO 63141

Name of Owner or Manager: Matthew Barnhart

Business Contact Phone Number: 417- 407- 1002

Is the Property Leased to the Business? ____ Yes X No

Type of Business (example: insurance, repair shop, etc.) Water Utility (water tank)

Does the business sell retail items? ____ Yes X No

If yes, what is their Missouri Sales Tax ID Number? ____

Does the business sell liquor? ____ Yes X No

Business #2:

Business Name: N/A

Business Mailing Address: ____

Name of Owner or Manager: ____

Business Contact Phone Number: ____

Is the Property Leased to the Business? ____ Yes ____ No

Type of Business (example: insurance, repair shop, etc.) ____

Does the business sell retail items? ____ Yes ____ No

If yes, what is their Missouri Sales Tax ID Number? ____

Does the business sell liquor? ____ Yes ____ No

(Over)

Business #3: **Business Name:** N/A

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ **Yes** _____ **No**

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ **Yes** _____ **No**

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ **Yes** _____ **No**

Business #4: **Business Name:** N/A

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ **Yes** _____ **No**

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ **Yes** _____ **No**

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ **Yes** _____ **No**

COMMENTS

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

MISSOURI-AMERICAN WATER COMPANY

GREG WEEKS VICE PRESIDENT OF OPERATIONS

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

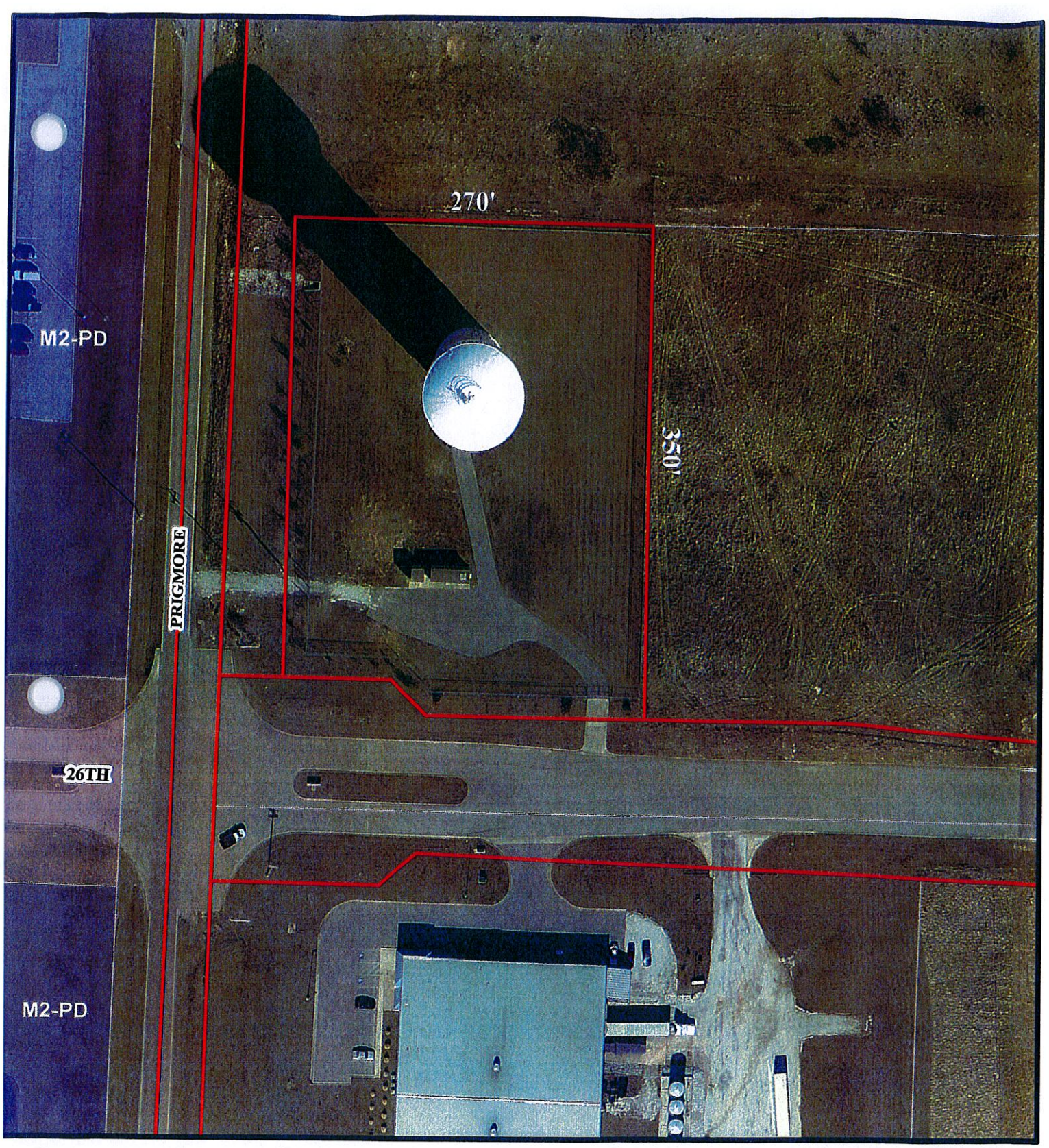
On this 2ND day of MARCH 2012, before me appeared GREG WEEKS, to me known to be the VICE PRESIDENT OF OPERATIONS of MISSOURI-AMERICAN WATER COMPANY, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said GREG WEEKS acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: 12/21/2012.

David H. Moore
Notary Public

DAVID H. MOORE
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 08527497
My Commission Expires December 21, 2012



0 85 170 340 510 680 Feet

Cases 075-13: A request to voluntarily annex into the corporate limits of the City of Joplin property at the northeast corner of E. 26th Street and Prigmore Road. - Missouri-American Water Company

N

Mr. Bolander made one presentation for Case 073-13, Case 074-13, and Case 075-13. These cases involve the annexation of property in the Crossroads Industrial Park on the east side of Prigmore Road. The City staff intentionally left that part of the industrial park outside the City of Joplin because that opened it up to some incentives being in a rural area. All those incentive programs have been exhausted, so the City staff is coming back before the Joplin Industrial Development Authority and Missouri-American Water Company to start asking for voluntary annexations.

These three cases set the stage for the City of Joplin to begin annexing the private properties and starts making those connections. These cases involve the roadways and the properties owned by Joplin Industrial Development Authority and Missouri-American Water Company. The City staff recommends approval of these requests.

Mr. Eastman asked for questions from the commissioners, and none were received. He asked Mr. Bolander if these can be grouped together for one vote, and he replied that they must be separate.

Case 075-13: Northeast corner of Prigmore Road and East 26th Street/Alliance Parkway – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Missouri-American Water Company.

Mr. Eastman opened the public hearing for Case 075-13. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 075-13.

MR. CORTEZ MOVED, SECONDED BY MR. DUNCAN, THAT CASE 075-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 075-13
Missouri-American Water Company
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-309 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northeast corner of Prigmore Road and East 26th Street/Alliance Parkway in Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001, as amended, a verified Petition requesting annexation and signed by the owners of all fee interests of record in the tracts of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section, having referred this matter to the Planning and Zoning Commission for a Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land described as follows, to-wit:

A tract of land in the Southwest Quarter of the Northwest Quarter of Section 14, Township 27 North, Range 32 West, Jasper County, Missouri being more particularly described as follows: Commencing at an iron pin found at the Southwest Corner of Section 14, Township 27 North, Range 32 West, Jasper County, Missouri; thence North 00 degrees 54 minutes 45 seconds East a distance of 2,722.71 feet along the West line of said Section 14; thence South 89 degrees 05 minutes 15 seconds East a distance of 80.00 feet to an iron pin set on the proposed East right-of-way line of County Road 190, said point being the True Point of Beginning; thence North 00 degrees 54 minutes 45 seconds East a distance of 330.00 feet along said proposed right-of-way to an iron pin set at the

Northwest corner of the reference tract; thence South 89 degrees 05 minutes 15 seconds East a distance of 270.00 feet to an iron pin set at the Northeast corner of the reference tract; thence South 00 degrees 54 minutes 45 seconds West a distance of 355.00 feet to an iron pin set on the North right-of-way line of an access road; thence North 89 degrees 05 minutes 15 seconds West a distance of 164.00 feet along said North right-of-way line to a set iron pin; thence North 44 degrees 05 minutes 20 seconds West a distance of 35.36 feet along said North right-of-way line to a set iron pin; thence North 89 degrees 05 minutes 15 seconds West a distance of 81.00 feet to the Point of Beginning, containing 2.15 acres more or less. Bearings based on an assumed bearing of North 00 degrees 54 minutes 45 seconds East on the West line of said Section 14.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Jasper County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:03 a.m., on the First (1st) day of February, 2014.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES November 18, 2013

CALL TO ORDER

The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Melodee Colbert-Kean.

ROLL CALL – Motion by Second by to excuse Mr. Glaze. Motion carried 8-0.

INVOCATION - read by City Attorney Brian Head

FLAG SALUTE – led by Scout Troop 333 – St. Phillips Church

PRESENTATIONS - Civilian Service Award – A Civilian Service Award was presented to Nate Turner for his service in the community with the rescue of a small child.

FINALIZATION OF CONSENT AGENDA - There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS - Results of the November 5, 2013 Special Election

The City Clerk's office has received the official returns of the November 5, 2013 Special Election as verified by the County Clerk of Jasper and Newton Counties.
It is found and declared that the results are as follows:

Proposition A with City of Joplin Newton County voters voting 114 Yes and voters voting 206 No.

Proposition A with City of Joplin Jasper County voters voting 539 Yes and voters voting 1009 No.

For the record 2079 persons voted in this Special Election.

Respectfully submitted, Barbara Hogelin, City Clerk, MMC/MPCC

Motion by Mr. Golden, Second by Mr. Woolston, to accept the results of the election. Motion carried. 8-0.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS – Read by City Clerk Barbara Hogelin

CONSENT AGENDA - Motion by Mr. Shaw, Second by Mr. Golden, to Approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: 1, Glaze.

Minutes of the November 4, 2013 Council Meeting

Minutes of the November 11, 2013 Special Council Meeting

COUNCIL BILL NO. 2013- 017 AN ORDINANCE amending Subsections (c) and (d)(1) of Sec. 54-63 of Chapter 54, Environment, Article II., Removal of graffiti by property owner or city. Article VI., Graffiti Abatement, for the purpose of making certain changes. Ordinance No. 2013-260

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Golden introduced Council Bill No. 2013-340. Motion by Mr. Golden, Second by Mr. Scearce to Adopt Council Bill No.2013-340. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: 1, Glaze.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-261

AN ORDINANCE approving by and between the City of Joplin and Olsson Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Two Hundred Seven Thousand One Hundred Twelve and No/100 Dollars ($207,112.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2013-341 - Motion by Mr. Scearce, Second by Ms. Raney to Adopt Council Bill No.2013-341. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: 1, Glaze.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-262

AN ORDINANCE approving by and between the City of Joplin and Allgeier, Martin and Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed One Hundred Fifty Six Thousand Two Hundred Dollars and No/100 Dollars ($156,200.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2013-342 - Motion by Mr. Golden, Second by Ms. Raney to Adopt Council Bill No.2013-342. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: 1, Glaze.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-263

AN ORDINANCE approving by and between the City of Joplin and Alleger, Martin and Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Ninety Nine Thousand Eight Hundred Sixty Six Dollars and No/100 Dollars ($99,866.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-343 - Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No.2013-343. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: 1, Glaze.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-264

AN ORDINANCE approving by and between the City of Joplin and Olsson Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Fifty Nine Thousand One Hundred Sixty Six and No/100 Dollars ($59,166.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2013-344 - Motion by Dr. Rosenberg, Second by Mr. Scearce to Adopt Council Bill No.2013-344. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: 1, Glaze.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-265

AN ORDINANCE approving by and between the City of Joplin and TranSystems Corporation an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Ninety Eight Thousand Five Hundred Ninety Dollars and No/100 Dollars ($98,590) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2013-345 - Motion by Dr. Rosenberg, Second by Ms. Raney to Adopt Council Bill No.2013-345. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: 1, Glaze.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-266

AN ORDINANCE approving by and between the City of Joplin and CJW Transportation Consultants LLC an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Fifty Thousand Four Hundred Dollars and No/100 Dollars ($50,400.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2013-346 - Motion by Dr. Rosenberg, Second by Mr. Golden to Adopt Council Bill No.2013-346. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: 1, Glaze.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-267

AN ORDINANCE approving by and between the City of Joplin and Anderson Engineering Inc. an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Fifty Seven Thousand Six Hundred Fifty Dollars and No/100 Dollars ($57,650.00)

and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2013-347 - Motion by Dr. Rosenberg, Second by Mr. Golden to Adopt Council Bill No.2013-347. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: 1, Glaze.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-268

AN ORDINANCE approving by and between the City of Joplin and Tri-State Engineering Inc. an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Forty Five Thousand Eight Hundred Dollars and No/100 Dollars ($45,800.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-348 - Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No.2013-348. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: 1, Glaze.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-269

AN ORDINANCE authorizing an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System, and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2013-349 - Motion by Mr. Scearce, Second by Dr. Rosenberg to Adopt Council Bill No.2013-349. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: 1, Glaze.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-270

AN ORDINANCE approving by and between the City of Joplin and Olsson Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Forty Seven Thousand Two Hundred Twenty Six and No/100 Dollars ($47,226.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2013-517 - Motion by Mr. Golden, Second by Mr. Seibert to Adopt Council Bill No.2013-517. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, and Seibert, 7. Nays: Woolston, 1. Absent: 1, Glaze.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-271

AN ORDINANCE adopting and establishing the pay rates for the 2013-2014 Fiscal Year for certain Unclassified Council Employees; and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2013-518 - Motion by Mr. Golden, Second by Mr. Shaw to Adopt Council Bill No.2013-518. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: 1, Glaze.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-272

AN ORDINANCE approving an agreement for professional auditing services for the City of Joplin; authorizing the City Manager to execute said agreements; and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2013-631 - Motion by Mr. Golden, Second by Ms. Raney to Adopt Council Bill No.2013-631. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: 1, Glaze.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-273

AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing revised job classification titles and updating position descriptions; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013, and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Golden introduced Council Bill No. 2013-516- Motion by Mr. Golden, Second by Mr. Shaw to Place Council Bill No. 2013-516 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: 1, Glaze.

The Bill was read as being COUNCIL BILL NO. 2013-516

AN ORDINANCE adopting a change in the Benefit Program of the City of Joplin under the Missouri Local Government Employees Retirement System of covered employees from LT-14 (65) to L-6, in accordance with RSMo. Section 70.656, and setting a date when this ordinance shall become effective.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Ms. Raney and Mayor Colbert-Kean recently attended the National League of Cities National conference in Seattle, Washington. Ms Raney announced Mayor Colbert-Kean's election as 2nd Vice President to the National League of Cities Board of Directors. She also briefed the Council on the workshops she attended about Public and Private Partnerships and Redevelopment.

Mr. Shaw expressed excitement about the news conference last Thursday and how it reflected on making Joplin bigger and better.

There being no further business the meeting adjourned at 6:33p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

City Clerk

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 18, 2013

ITEM: COUNCIL BILL NO. 2013-516
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase LH	**Date:** 11-8-13
Human Resources Director: David Allgood DA	**Date:** 11-11-13
City Attorney: Brian Head ~~BH~~	**Date:** 11-11-13
City Manager: Mark Rohr MR	**Date:** 11-11-13

INTRODUCTION:
This Council Bill upgrades the LAGERS retirement plan for general employees of the City from LT-14 (65) to L-6.

DISCUSSION:
During the 2014 budget process, the General Employee Benefit Association requested an upgrade to their current LAGERS plan. The current LT-14 (65) benefit program is fully funded by the City and provides retirees a 1.75% benefit factor (or multiplier) for life, plus an additional temporary benefit factor of .50% payable to the retiree until he/she reaches age 65. The contribution rate for this plan would have been 13.1% for the upcoming fiscal year.

The L-6 benefit program shall be fully funded by the City and provides retirees a 2% benefit factor (or multiplier) for life. This option locks the City into a contribution rate of approximately 15.5 to 16%, plus or minus for funding issues. The contribution rate for the upgraded plan shall be 15.5% this year.

In light of the resolution of the funding of the policemen's and firemen's pension funding issue, Council decided at the budget work sessions to grant an upgrade to the LAGERS plan to the L-6 plan for the general employees, effective January 1, 2014.

RECOMMENDATION:

City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2013-516 **ORDINANCE NO.**

AN ORDINANCE adopting a change in the Benefit Program of the City of Joplin under the Missouri Local Government Employees Retirement System of covered employees from LT-14 (65) to L-6, in accordance with RSMo. Section 70.656, and setting a date when this ordinance shall become effective.

WHEREAS, the Council of the City of Joplin, Missouri, has determined it is in the best interests of general employees to change the LAGERS Benefit Program of covered employees from LT-14 (65) to L-6, in accordance with the provisions of Section 70.705, RSMo., 1994, et. Seq.; and,

WHEREAS, the Council of the City of Joplin, Missouri, desires to upgrade the LAGERS Benefit Program of covered employees from LT-14 (65) to L-6, 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 October 22, 2013, in accordance with RSMo., Section 70.656.

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

Section 1. That the City of Joplin does hereby adopt a change in the Benefit Program for certain covered City general employees under the Missouri Local Government Employees Retirement System from LT-14 (65) to L-6 (2% for life).

Section 2. That the City Clerk is hereby directed to certify this change to the Missouri Local Government Employees Retirement System.

Section 3. That this ordinance shall become effective on January 1, 2014.

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

_____ day of _____, 2013.

COUNCIL BILL NO. 2013-516 ORDINANCE NO.

Melodee Colbert-Kean, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

EMERGENCY ORDINANCES

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: December 2, 2013
ITEM: Council Bill No. 2013-632; Contract between the Joplin Police Department and Coplogic Inc.

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Council Bill No. 2013-632; copy of Contract

DEPARTMENT HEAD:	Lane J. Roberts	**DATE:** 11-22-13
CITY MANAGER:	R. Mark Rohr	**DATE:** 11/25/2013
CITY ATTORNEY:	Brian W. Head	**DATE:** 11-25-13
FINANCE DIRECTOR:	Leslie Haase	**DATE:** 11-25-13

INTRODUCTION:

The Joplin Police Department requests consideration of this Council Bill. This request, if approved, would authorize a contract between the City of Joplin and Coplogic, Inc. that is located in San Ramon, California. Coplogic allows for citizens to report certain past tense crimes to the police department via the internet. The citizen is able to access the Joplin Police Department web page and from there go through the Coplogic web page and enters a report. The report is then routed to the police department for review and acceptance. Once the report has been approved by the police department, then it will go into our reporting system for tracking purposes. The types of reports that will be accepted include: Theft, Theft from Vehicles, Identity Theft, Harassing Phone Calls, Lost Property, Vandalism, Hit and Run, and Vehicle Tampering. We will not accept theft reports that involve weapons or prescription medication. The goal of this program is to facilitate the reporting of minor past tense crimes by citizens and to increase the amount of proactive time that the officers will have. It is important to note that this will be an option that is available to the citizens and not a requirement. They will still get an officer if they want one to respond.

SUMMARY/DISCUSSION:

The initial cost for this service is $16,000 which includes the first year of service. The initial cost has been budgeted for the FY2014 year and was approved in the budget. The IS Department has been involved with the selection of this program and has given approval as well.

Continuation of Cover [Green] Sheet for Council Bill No. 2013-632; authorizing a contract between the City of Joplin and Coplogic, Inc. which would allow citizens to report past tense crimes to the Joplin Police Department via the internet.

RECOMMENDATION:

Staff recommends this Council Bill be passed on an emergency basis.

LJR/ts
attachment

COUNCIL BILL NO. 2013-632 ORDINANCE NO.

AN ORDINANCE approving a Contract for Online Reporting by and between the City of Joplin, Missouri and Coplogic, Inc., dealing generally with the provision of customer support, maintenance, and technical support for the Police Department for the initial amount of Sixteen Thousand Dollars ($16,000.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, This agreement allows the Police Department to utilize the services of Coplogic, Inc. for the purposes of online reporting;

WHEREAS, This agreement continues the system maintenance of infrastructure components provided by Coplogic, Inc.;

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

Section 1. That the Contract by and between the City of Joplin and Coplogic, Inc., in a total amount of Sixteen Thousand Dollars ($16,000.00), providing for the system maintenance of infrastructure components provided by Coplogic, Inc., a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such, is considered an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Police Department's Support Services Budget, Account No. 001-5504-510-2110, to pay the contract amount.

_____

Leslie Haase, Director of Finance

DeskOfficer Online Reporting System (DORS)
SETUP AND SUBSCRIPTION LICENSE AGREEMENT

THIS SETUP AND SUBSCRIPTION LICENSE AGREEMENT is made on this 13th day of November, 2013, by and between the City of Joplin located at 602 S. Main Street, Joplin MO 64801, a municipal corporation under the laws of the State of Missouri and hereafter referred to as "Licensee" and Coplogic Inc., an existing California corporation with a principal place of business at 231 Market Place, Suite #520, San Ramon, CA 94583 and hereafter referred to as "Licensor".

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

(a) **"Documentation"** means technical manuals, training manuals, user guides, and workbooks, as updated and amended from time to time, provided by Licensor to assist Licensee with the use of Software.

(b) **"Software"** means all or any portion of the global version of the binary computer software programs and updates and enhancements thereto, and Documentation hosted by Licensor on behalf of Licensee or delivered by Licensor to Licensee. Software includes any third-party software delivered by Licensor and modifications made to the Software. Software does not include source code to third party software. Unless specifically stated otherwise, all Software is delivered to Customer only if and when generally commercially available.

(c) **"Install"** means placing the Software on a computer's hard disk.

(d) **"Use"** means (i) executing or loading the Software into computer RAM or other primary memory, and (ii) copying the Software for archival or emergency restart purposes.

2. GRANT OF RIGHTS AND SCOPE OF SERVICES

Licensor hereby grants to Licensee a nonexclusive, nontransferable license to use the Software on Licensor's servers for the term of this Agreement. Licensor also agrees to provide the services listed in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. All requests by the Licensee for additional features or functionality that fall outside of Exhibit "A" Scope of Services shall be addressed following the "go-live" date of the Software and shall be quoted separately.

3. LICENSE TERM

This Agreement and this license are effective when the Agreement is executed by both parties and the license granted to the Software remains in force until terminated in accordance with paragraph 5 of this Agreement.

4. COST AND FEES

Licensee agrees to pay Licensor the following one time setup and implementation fee of USD$11,000.00, plus license and maintenance fees for the first year of USD$5,000.00, as outlined in the Support and Maintenance Agreement, for a total of USD$16,000.00 upon execution of this agreement. The Support and Maintenance period shall commence at the earlier of 1) the "go-live" date of the Software or 2) February 1, 2014. All payments shall be made within thirty (30) days from the date of invoice by electronic funds transfer to the Licensor's account specified in writing, or by check made payable to "Coplogic, Inc." and delivered to 231 Market Place, Suite #520, San Ramon, CA 94583.

4.1. Taxes. In addition to other amounts payable under this Agreement, Licensee shall pay any and all federal, state, municipal, or other taxes, duties, fees, or withholding currently or subsequently imposed on Licensee's use of the Software or the payment of the License Fee to Licensor, other than taxes assessed against Licensor's net income. Such taxes, duties, fees, withholding, or other charges shall be paid by Licensee or Licensee shall provide the appropriate authority with evidence of exemption from such tax, duty, fee, withholding, or charge. If Licensor is required to pay any such tax, duty, fee, or charge, or to withhold any amount from monies due to Licensor from Licensee pursuant to this Agreement, Licensee shall promptly reimburse Licensor any such amounts.

5. TERMINATION

Licensee may terminate this Agreement at any time on thirty (30) days written notice to Licensor. Licensor shall have the right to terminate this License on thirty (30) days written notice to Licensee if Licensee fails to pay any amount due to Licensor under this Agreement or the Support and Maintenance Agreement, or if Licensee fails to perform any obligation required of Licensee under this License or if Licensee becomes bankrupt or insolvent.

On termination, Licensee will promptly return all copies of the Software to Licensor or destroy all of Licensee's copies of the Software and so certify to Licensor in writing within fourteen (14) days of termination.

6. RIGHTS UPON TERMINATION

Licensor has and reserves all rights and remedies that it has by operation of law or otherwise to enjoin the unlawful or unauthorized use of Software or Documentation. Upon termination of this License, all rights granted to Licensee under this Agreement cease and Licensee will promptly cease all use and reproduction of the Software and Documentation, and Licensee shall return to Licensor or destroy the original and all copies of the Software and Documentation including partial copies and modifications.

Sections 9, 10, 11, and 12 will survive termination or expiration of this Agreement as will any cause of action or claim of either party, whether in law or in equity, arising out of any breach or default.

7. TITLE TO SOFTWARE

Licensor retains title to and ownership of the Software and Documentation and all enhancements, modifications and updates of the Software or Documentation. Licensee shall not distribute the Software to any persons or entities other than Licensee's employees as

designated solely by Licensee. Licensee may not sell the Software to any person or make any other commercial use of the software. Licensee shall retain all copyright and trademark notices on the Software and Documentation and shall take other necessary steps to protect Licensor's intellectual property rights.

8. MODIFICATION AND ENHANCEMENTS

Licensee will make no efforts to reverse engineer the Software, or make any modifications or enhancements or derivative works based on the Software without Licensor's express written consent.

9. WARRANTY

Licensor warrants that from the date of this License, the Software will function given the original configuration is not replaced or changed by Licensee. Licensor warrants that to the best of its knowledge, information, and belief, the Software does not contain any known viruses, back-doors or time bombs, (or similar malicious code), or undocumented security codes that could prevent Licensee's use of the Software.

THE WARRANTY GRANTED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Licensor's entire liability and Licensee's sole and exclusive remedy for breach of the foregoing warranty shall be, at Licensor's option, to:

- Return to Licensee the maintenance fee for the period in which the Software did not perform according to this warranty, or
- Repair the defects or
- Replace the Software.

10. INDEMNITY

Licensor shall indemnify, hold harmless, and defend, with counsel acceptable to Licensee, the Licensee (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement.

Claims which trigger Licensor's responsibility under this Section 10 shall include any claims that the Software resulting from the provision of Services pursuant to the attached Exhibit A Scope of Services infringes any patent, trademark, service mark, copyright, or accidental or intentional violation of a trade secret or other intellectual property of a third party not included in this Agreement. Licensor shall, in its reasonable judgment and at its option and expense: (i) obtain for the Licensee the right to continue using the Software; or (ii) replace or modify the Software so that it becomes non-infringing while giving equivalent performance. Licensor shall not have any liability for a claim alleging that any Software infringes a patent or copyright if the alleged infringement was developed based on information furnished by the Licensee or if the alleged infringement is the result of a modification made by the Licensor, at the direction of the Licensee or with Licensee approval. Licensee shall be responsible for maintaining appropriate licenses for software not provided by Licensor.

Licensee shall indemnify, hold harmless, and defend, with counsel acceptable to Licensor, the Licensor (including its officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from or incurred in connection with, Licensee's use or reproduction of the Software pursuant to this Agreement.

Should any claim subject to indemnity be made against Licensor or Licensee, the party against whom the claim is made agrees to provide the other party with prompt written notice of the claim. The indemnifying party will control the defense and settlement of any claim with respect to which it has a duty to indemnify under this section 10. The indemnified party agrees to cooperate with the indemnifying party and provide reasonable assistance in the defense and settlement of such claim. The indemnifying party is not responsible for any costs incurred or compromise made by the indemnified party unless the indemnifying party has given prior written consent to the cost or compromise.

11. ATTORNEY FEES

If any legal action is necessary to enforce this License, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

12. CONFIDENTIAL INFORMATION

(a) The term "Confidential Information" shall mean any and all information, which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form, which either is identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Licensor's business, as Licensor has conducted it or as it may conduct itself in the future, confidential information concerning any of Licensor's past, current, or possible future products or manufacturing or operational methods, including information about Licensor's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Licensor. Licensor's Confidential Information shall be treated as strictly confidential by Licensee and shall not be disclosed by Licensee except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (i) was in the possession of, or was rightfully known by the Licensor without an obligation to maintain its confidentiality prior to receipt from other party; (ii) is or becomes generally known to the public without violation of this Agreement; (iii) is obtained by Licensee in good faith from a third party having the right to disclose it without an obligation of confidentiality; (iv) is independently developed by Licensee without the participation of individuals who have had access to the Confidential Information or (v) is required to be disclosed by court order or applicable law, provided that Licensee promptly notifies Licensor in order for the disclosing party to have an opportunity to seek an appropriate protective order. The Licensee shall not obtain, by virtue of this Agreement, any rights title or interest in any Confidential Information of the

Licensor. Within fourteen (14) days after termination of this Agreement, each party shall certify in writing to Licensor that all copies of Licensor's Confidential Information in any form, including partial copies, have been destroyed or returned to Licensor.

(b) Licensor acknowledges that the Licensee is a governmental agency and may be required to disclose certain information under requests made according to provisions of the Public Records Act. Licensee shall give notice to Licensor of any request for the disclosure of any information set apart and marked "confidential," "proprietary" or "trade secret" by Licensor. Licensor shall then have five (5) days from the date it receives such notice to enter into an agreement with Licensee providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney's fees) incurred by Licensee in any legal action to compel the disclosure of such information under the Public Records Act. Licensor shall have the sole responsibility for the defense of the actual proprietary or trade secret designation of such information. The parties understand and agree that any failure by Licensor to respond to the notice provided by Licensee and/or to enter into an agreement with Licensee, as set forth above, shall constitute a complete waiver by Licensor of any nondisclosure or confidentiality rights hereunder with respect to such information, and such information shall be disclosed by Licensee pursuant to applicable procedures required by the Public Records Act.

(c) Licensee shall protect the deliverables resulting from Services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for Licensee's Confidential Information.

(d) The terms of this Section 12 shall survive termination of this Agreement. Licensor and Licensee acknowledge that any breach of this Section 12 by Licensee will irreparably harm Licensor. Accordingly, in the event of a breach, Licensor is entitled to promptly seek injunctive relief in addition to any other remedies that the disclosing party may have at law or in equity.

13. RELATIONSHIP BETWEEN THE PARTIES

Licensor is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or sub consultants, including any negligent acts or omissions. Licensor is not Licensee's agent, and shall have no authority to act on behalf of the Licensee, or to bind the Licensee to any obligation whatsoever, unless the Licensee provides prior written authorization to Licensor. Licensor is not an officer or employee of Licensee and Licensor shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.

14. CONFLICTS OF INTEREST PROHIBITED

Licensor (including its employees, agents, and sub Licensors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement.

15. COMPLIANCE WITH LAW AND STANDARD OF CARE

Licensor shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Licensor shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by

reputable professionals, with a level of experience and training similar to Licensor, performing under circumstances similar to those required by this Agreement. Licensor certifies that its employees have the training and experience to perform and complete all services mentioned herein and outlined in Exhibit A.

16. INSURANCE

Licensor shall, throughout the duration of this Agreement, maintain insurance to cover Licensor (including its agents, representatives, sub-consultants, and employees) in connection with the performance of services under this Agreement. This Agreement identifies the minimum insurance levels with which Licensor shall comply; however, the minimum insurance levels shall not relieve Licensor of any other performance responsibilities under this Agreement (including the indemnity requirements), and Licensor may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Licensor, and prior to the commencement of any services, the Licensor shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the Licensee. Licensor shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

16.1. Minimum Insurance Levels. Licensor shall maintain insurance at the following minimum levels:

(a) Commercial General Liability coverage in an amount not less than USD$1,000,000 general aggregate and USD$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

(b) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(c) Errors and Omissions Liability Insurance appropriate to the Licensor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

16.2. Endorsements. The insurance policies shall be endorsed as follows:

(a) For the commercial general liability insurance, the Licensee (including its elected officials, employees, and agents) shall be named as additional insured.

(b) Licensor's insurance is primary to any other insurance available to the Licensee with respect to any claim arising out of this Agreement. Any insurance maintained by the Licensee shall be excess of the Licensor's insurance and shall not contribute with it.

16.3. Qualifications of Insurers. All insurance companies providing coverage to Licensor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M Best's rating of not less than "A:VII."

17. REPORTING DAMAGES

If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Licensor shall immediately notify the Licensee Risk Manager's office and Licensor shall promptly submit to the Licensee's Risk Manager and the

Licensee's Authorized Representative, a written report (in a form acceptable to the Licensee) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Licensor's insurance company, and (d) a detailed description of the damage and whether any Licensee property was involved.

18. GENERAL PROVISIONS

(a) **Complete Agreement.** This License together with Exhibit "A", which is incorporated herein by reference, is the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter, except for the concurrently executed Software Support and Maintenance Agreement.

(b) **Modifications to License.** Modifications and amendments to this License, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

(c) **Applicable Law.** This License will be governed by the laws of the State of Missouri. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in the Circuit Court of Jasper County, Missouri or the United States District Court, Western District of Missouri.

(d) **Notices.** All notices and other communications given in connection with this License shall be in writing and shall be deemed given as follows:

- When delivered personally to the recipient's address as appearing in the introductory paragraph to this License;
- Three days after being deposited in the United States mails, postage prepaid to the recipient's address as appearing in the introductory paragraph to this License; or
- When sent by fax or telex to the last fax, telex number or E-Mail address of the recipient known to the party giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail or the recipient delivers a written confirmation of receipt.

Any party may change its address appearing in the introductory paragraph to this License by giving notice of the change in accordance with this paragraph.

(e) **No Agency.** Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

(f) **Assignment.** The rights conferred by this License shall not be assignable by the Licensee without Licensor's prior written consent. Licensor may impose a reasonable license fee on any such assignment

(g) **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

(h) **Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

(i) **Headings.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or

restricting the interpretation of the Agreement.

(j) **Severability.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

19. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Licensor and the Licensee. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. Any such counterpart may comprise one or more duplicates or duplicate signature pages, any of which may be executed by less than all of the parties provided that each party executes at least one such duplicate or duplicate signature page. The parties stipulate that a photocopy of an executed original will be admissible in evidence for all purposes in any proceeding as between the parties

IN WITNESS WHEREOF, the Licensee and Licensor do hereby agree to the full performance of the terms set forth herein.

Coplogic, Inc. **(LICENSOR)**	**City of Joplin,** **a Municipal Corporation (LICENSEE)**
(Signature)	(Signature)
James Lee Chief Operating Officer	(Typed or Printed Name and Title)
11/13/2013 (Date)	(Date)

Exhibit A: Scope of Services

Licensor has designed and built an Online Reporting System for Police Departments that provides data to a specified database structure. The Online Reporting System uses the J2EE standard. The system is designed to gather information on crimes from a member of the general public (user) via an SSL connection. The application will issue a temporary report number to the user and place the temporary report into an administrative holding area for review and modification by appropriate administrator. An email is generated to the user that the report has been submitted. The administrator logs in via an SSL connection and approves, rejects, edits or prints reports as appropriate. Rejecting a report deletes it from the system and sends an appropriate email to the user. Approving the report issues a number, places it in a queue to be exported, and sends an appropriate email to the user. The administrator can download the approved report or print the report out.

A. SETUP AND CUSTOMIZATION

Licensee Responsibilities:

1. Coordinate with Licensor to establish schedule for deployment.
2. Provide website header image and one small image for temporary citizen report and one small image for final printed PDF report, which is automatically emailed to citizen after report approval.
3. Load provided HTML pages onto City server which links to Licensor's servers for the application.
4. Provide Licensor with the schema for the desired file format and/or Database schema and account with read /write access and test environment with current configuration.
5. Provide Licensor with VPN access to the exporter and RMS application(s).
6. Provide timely responses to Licensor's questions, which may arise during the setup and customization process.

Licensor's Responsibilities:

1. Coordinate with Licensee to establish schedule for deployment.
2. Load provided images onto the Licensor's secure, redundant network and register Licensee within the network.
3. Provide Licensee with Administrator password and credentials for the program.
4. Provide sample operational directives, deployment strategies and sample press release.
    a. Licensor will provide contact personnel at other cities currently using the system as well as provide suggestions for the deployment of the system.
    b. Licensor will provide instructions on the easy setup of a kiosk for City Police Department Headquarters lobby, etc.

Completion Criteria:

This task is considered complete after Licensor has delivered listed materials and the software is active and accessible on the Licensee's website.

B. SOFTWARE CONFIGURATION

Licensee's Responsibilities:

1. Coordinate with Licensor for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
2. Using the administrator account, login in and configure the code tables, crime types, user account, and dynamic content for Licensee.
3. Test the optional interface with the RMS application.
4. Review resulting files with Licensor, document any problems, and collaborate with Licensor on a plan for corrective action(s).

Licensor's Responsibilities:

1. Coordinate with Licensee for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
2. Configure export routine for the optional RMS Interface.
3. Review resulting files with Licensee, document any problems, and collaborate with Licensee on a plan for corrective action(s).

Completion Criteria:

This task is considered complete when the DeskOfficer Online Reporting System is accessible on the web server, reports can be filed and interfaced into the RMS.

C. CONTINUING MAINTENANCE.

Licensee's Responsibilities:

During the term of this Agreement and subject to approval by Licensee, Licensee agrees to serve as a reference for the Software. Such references may include activities such as (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Licensor; (iii) the use of Licensee's name in Licensor marketing activities; or (iv) a favorable reference of Licensor to an industry analyst or at an industry conference.

(Should Licensee Elect to Self-Host Software) Provide Licensor with VPN access or a comparable remote access method (eg. LogMeIn, TeamViewer) to upgrade the Software.

Licensor's Responsibilities:

Licensor will provide remote application support and updates in accordance with the Support and Maintenance Agreement.

DeskOfficer Online Reporting System (DORS)
SUPPORT AND MAINTENANCE AGREEMENT

THIS SUPPORT AND MAINTENANCE AGREEMENT ("Support and Maintenance Agreement") is made on this 13th day of November, 2013, by and between the City of Joplin located at 602 S. Main Street, Joplin MO 64801, a municipal corporation under the laws of the state of Missouri ("Licensee") and Coplogic, Inc., an existing California corporation, whose address is 231 Market Place #520 San Ramon, CA 94583 ("Licensor").

RECITALS

Licensee has obtained a subscription license to use the DeskOfficer Online Reporting System ("Software") for the term of that agreement, more particularly described in the Setup and Subscription License Agreement of the same date. As a part of the Support and Maintenance Agreement, Licensor shall provide support and maintenance services for the Software.

SUPPORT AND MAINTENANCE SERVICES

1. Generally. During the duration of this Support and Maintenance Agreement, Licensor shall provide to the Licensee a subscription license, as well as support and maintenance for the Software purchased in accordance with the terms of this Support and Maintenance Agreement and the response time described in Schedule A, attached hereto. Support includes an annual review of current outstanding questions and usage issues at Licensee request; the provision of new and upcoming releases of updates; and enhancements made to the Software that the Licensee is licensed to use that are generally made available without additional charge to other users of the Software with similar support and maintenance contracts. The parties shall amend Schedule B from time-to-time in the event that the Licensee requests customizations to the Software.

2. Hours of Support. Licensor will provide the support services during the hours as described in Schedule A attached hereto.

3. New Releases. Licensor will, from time-to-time issue new releases of the software (Schedule B), and when it does, it will provide a copy of the release documentation, and/or updated user or system documentation. If any part of the Licensee's custom code is not part of the general release delivered by Licensor, then Licensor will assist and provide guidance for integrating the custom code into the new release. Any time taken to modify or repair unauthorized changes that may require Licensor assistance to modify may be billed at Licensor's then current pricing schedule.

4. Exceptions. Corrections for difficulties or defects traceable to the Licensee's errors or unauthorized changes, Licensee's hardware, or conflicts with other software not identified by Licensor as compatible or part of the recommended operating environment may be subject to billing at Licensor's current standard time and material charges.

5. Exceptions (Should Licensee Elect to Self-Host Software). Licensor is not responsible for maintaining unauthorized Licensee modified portions of the Software, Licensee data files or for maintaining portions of the Software affected by unauthorized Licensee modified portions of the Software. The Licensee agrees that the equipment on which the Software

operates will be operating properly at all times and must have been and continue to be properly maintained by the manufacturer of the equipment or a properly qualified service organization.

The Licensee will be responsible for properly testing and applying routine virus updates and security patches without the need for additional Licensor's notification. Licensor will be responsible for testing Licensor's software updates prior to making them available to the Licensee. The Licensee acknowledges responsibility for testing Licensor's software updates before applying them to the Licensee's production systems. For servers running Licensor's software, the Licensee acknowledges responsibility for communicating with Licensor prior to installation of non- Licensor's software service packs, implementation of new releases or versions of non- Licensor's software, or installation of new non- Licensor's software products.

Except for emergency replacement of a failing server, the Licensee acknowledges responsibility for communicating with Licensor prior to replacing a server on which Licensor's software is being used. Licensor is not responsible for changes if related to or caused by software not provided by Licensor. For workstations running Licensor's software, the Licensee acknowledges responsibility to test new workstation configurations, software service packs, new releases or versions of software, and new software products prior to implementation.

The Licensee must upgrade the Software in its entirety to the most recent version within seven business days of the release of any updates or modifications of the Software unless otherwise mutually agreed. Licensee must provide Licensor with VPN access or a comparable remote access method (eg. LogMeIn, TeamViewer) to upgrade the Software. Licensor will not be obligated to provide support for release versions that are more than two release versions older than the current version unless specified in this Support and Maintenance agreement.

The Licensee agrees that, subject to and in accordance with the Licensee's internal policies and guidelines, it will upgrade the computer operating software, hardware and underlying database engines of the Software as necessary to meet the changing requirements of the Software as specified by Licensor as part of a current release of the Software, or as the parties mutually agree. The Licensee agrees that, subject to and in accordance with the Licensee's internal policies and guidelines, it will maintain appropriate licenses for the computer operating software and underlying database engines required of the Software as necessary.

6. Limitations. Licensor may, in its sole discretion, limit or suspend Licensee's access to support, pursuant to this Support and Maintenance Agreement, where (1) Licensee is in material default under the terms of this Support and Maintenance Agreement (non-payment is deemed to be a material default), or (2) Licensee fails to provide adequately trained staff to administer the Software. Prior to limiting or suspending support, Licensor will give the Licensee thirty (30) days written notice of its intention to do so and actively participate with the Licensee to remedy any such default or failure.

7. Term. This Support and Maintenance Agreement commences at the earlier of 1) the "go-live" date of the Software or 2) February 1, 2014, and expires one year after its

commencement date. Within thirty (30) days prior to its expiration, Licensor shall send to the Licensee an invoice for an annual license, support and maintenance fee ("Annual Fee"). The sending of any such invoice will constitute an irrevocable offer to extend the Support and Maintenance Agreement for the period and fees set forth in the invoice, which may be accepted by the Licensee in its sole discretion as hereinafter set forth. Termination of the Support and Maintenance Agreement prior to its expiration shall not result in the refund of partial service fees.

The Licensee's payment of an Annual Fee in response to an invoice prior to the expiration date of the Support and Maintenance and Agreement, or within thirty (30) days after the date of Licensor's invoice, whichever is later, will extend the License, Support and Maintenance Period for the period of one year from its previous expiration date, or for the period set forth in the invoice if different.

8. Adjustments to Terms and Conditions. Licensor may change the Annual Fee and the terms and conditions of this Support and Maintenance Agreement provided that written notice is given to the Licensee thirty (30) days prior to the expiration of the current term.

COST

9. Annual Fee. The Licensee shall pay Licensor an Annual Fee for which the Software license and support is being provided (see Schedule B for base Annual Fee). The Annual Fee for the first (1st) year is due upon execution of this agreement and will then reoccur on the anniversary date of the execution of this agreement for each year thereafter. For a period of three (3) years following execution of this Support and Maintenance Agreement, the Annual Fee shall not increase by more than 5% of the previous year's Annual Fee. All requests by the Licensee for additional features or functionality that fall outside of Licensor's ongoing policy of upgrading the Software will be quoted separately.

   Late Payments. All invoices will be sent at least thirty (30) days prior to their due date. Payments received forty-five (45) days after their due date will be assessed a 10% late fee.

10. Taxes. In addition to other amounts payable under this Support and Maintenance Agreement, Licensee shall pay any and all federal, state, municipal, or other taxes, duties, fees, or withholding currently or subsequently imposed on Licensee's use of the Software or the payment of the Annual Fee to Licensor, other than taxes assessed against Licensor's net income. Such taxes, duties, fees, withholding, or other charges shall be paid by Licensee or Licensee shall provide the appropriate authority with evidence of exemption from such tax, duty, fee, withholding, or charge. If Licensor is required to pay any such tax, duty, fee, or charge, or to withhold any amount from monies due to Licensor from Licensee pursuant to this Support and Maintenance Agreement, Licensee shall promptly reimburse Licensor any such amounts.

11. On Site Support. The Licensee shall reimburse Licensor at the rate of USD$2,500.00 per day for each Licensor employee or contractor required for any On-Site support incurred at the Licensee's direct written request and authorization. This rate shall be paid for each day that Licensor personnel are required to be on the Licensee's site. Licensee will not pay for Licensor personnel travel time or travel expenses. In response to written Licensee requests for Licensor to provide on-site routine non-emergency support, Licensor shall produce a

written estimate of the time required to provide the requested support and state any requirements, such as the presence of Licensee staff or other resources or materials. Any On-Site Support provided by Licensor shall only be invoiced by Licensor or paid by Licensee if the problem arose due to something other than a defect in the Software.

LICENSEE'S OBLIGATION

12. The Licensee Agrees to:

    (a) Furnish descriptions of problem(s) in the form reasonably requested by Licensor Support representatives;
    (b) Assist Licensor's efforts to reproduce the problem(s) in the applicable operating environment, and
    (c) Make available qualified, trained staff on-site to carry out Licensor's instructions and/or provide remote access to system(s) as requested by Licensor.

13. The Licensee shall designate a sole Support Contact to provide routine end user support for the Licensee personnel concerning the Product.

14. The Licensee shall take appropriate steps to educate its end users about the need to contact the Support Contact (rather than Licensor directly) when support is needed. The Licensee shall appropriately publicize the name, telephone number, and/or fax number and/or electronic mail address if applicable, of the Support Contact.

15. Access to Data and System. The Licensee agrees to provide Licensor with data dumps, as requested, remote access to the Software system, and with sufficient test time on the Licensee's computer system to duplicate the problem, to certify that the problem is with the Software, and to certify that the problem has been corrected.

16. The Licensee shall install and maintain for the term of this Support and Maintenance Agreement, a reasonable and satisfactory method of direct remote computer access to the Software. The Licensee shall pay for the installation and maintenance of such access. Licensor shall use this access service in connection with error correction, software updating and user support only, and only upon prior written or email notice to the Licensee, and Licensee's acknowledgment of that notice.

17. Licensor agrees that all release versions will be tested for installation in a computer environment substantially similar to the Licensee's and that all releases will be free of material defects that would affect the orderly continuation of Licensee's use of the Product.

18. The parties agree that Licensor is not obligated to ensure that its new release of the Software is compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating software or database engines).

CONFIDENTIALITY

19. Confidential Information.

(a) The term "Confidential Information" shall mean any and all information, which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form, which either is identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Licensor's business, as Licensor has conducted it or as it may conduct itself in the future, confidential information concerning any of Licensor's past, current, or possible future products or manufacturing or operational methods, including information about Licensor's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Licensor. Licensor's Confidential Information shall be treated as strictly confidential by Licensee and shall not be disclosed by Licensee except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (i) was in the possession of, or was rightfully known by the Licensor without an obligation to maintain its confidentiality prior to receipt from other party; (ii) is or becomes generally known to the public without violation of this Agreement; (iii) is obtained by Licensee in good faith from a third party having the right to disclose it without an obligation of confidentiality; (iv) is independently developed by Licensee without the participation of individuals who have had access to the Confidential Information or (v) is required to be disclosed by court order or applicable law, provided that Licensee promptly notifies Licensor in order for the disclosing party to have an opportunity to seek an appropriate protective order. The Licensee shall not obtain, by virtue of this Agreement, any rights title or interest in any Confidential Information of the Licensor. Within fourteen (14) days after termination of this Agreement, each party shall certify in writing to Licensor that all copies of Licensor's Confidential Information in any form, including partial copies, have been destroyed or returned to Licensor.

(b) Licensor acknowledges that the Licensee is a governmental agency and may be required to disclose certain information under requests made according to provisions of the Public Records Act. Licensee shall give notice to Licensor of any request for the disclosure of any information set apart and marked "confidential," "proprietary" or "trade secret" by Licensor. Licensor shall then have five (5) days from the date it receives such notice to enter into an agreement with Licensee providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney's fees) incurred by Licensee in any legal action to compel the disclosure of such information under the Public Records Act. Licensor shall have the sole responsibility for the defense of the actual proprietary or trade secret designation of such information. The parties understand and agree that any failure by Licensor to respond to the notice provided by Licensee and/or to enter into an agreement with Licensee, as set forth above, shall constitute a complete waiver by Licensor of any nondisclosure or confidentiality rights hereunder with respect to such information, and such information shall be disclosed by Licensee pursuant to applicable procedures required by the Public Records Act.

(c) Licensee shall protect the deliverables resulting from Services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for Licensee's Confidential Information.

(d) The terms of this Section 18 shall survive termination of this Agreement. Licensor and Licensee acknowledge that any breach of this Section 12 by Licensee will irreparably harm Licensor. Accordingly, in the event of a breach, Licensor is entitled to promptly seek injunctive relief in addition to any other remedies that the disclosing party may have at law or in equity.

TERMINATION

20. The Licensee may terminate this Agreement at any time and for any reason upon thirty (30) days prior notice to Licensor.

    In the event of a material default by the Licensee under this agreement, Licensor may terminate this Agreement upon thirty (30) days prior notice to Licensee, provided that Licensee has been given thirty (30) days notice to cure the default.

LIMITATION OF LIABILITY

21. To the extent permitted by law, neither party's liability to the other party in connection with any cause of action, costs or damages relating to this Support and Maintenance Agreement shall exceed the annual fee paid in the twelve month period preceding the event giving rise to the claim.

    Notwithstanding the foregoing, for purposes of the services performed by Licensor under this Support and Maintenance Agreement, Licensor agrees to fully defend, indemnify and hold harmless Licensee, its officers, employees and agents from any damage, loss, liability, costs (including reasonable attorneys fees), claim or cause of action arising out of injury, loss or damage to real property or tangible personal property, or arising from personal injury or death, where such damage, loss, liability, costs, claim or cause of action is caused or incurred in whole or in part as a result of any negligent or wrongful act or omission or willful misconduct of Licensor, its officers, employees, agents, contractors and assigns. Licensor's obligation hereunder is contingent upon Licensee providing Licensor prompt written notice of any such claim, action, lawsuit or other proceeding and Licensee shall fully cooperate with Licensor in the defense and all related settlement negotiations. The existence of any insurance policies or coverage's shall not affect the parties' rights and obligations hereunder.

GENERAL

22. This Agreement shall be binding upon the successors and assigns of both parties, provided, however that no assignment, delegation or other transfer shall be made by Licensor without the prior written approval of the Licensee, which approval shall not be unreasonably withheld.

23. This Agreement, together with Schedule A and Schedule B, which are incorporated herein by reference, is the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter,

except for the concurrently executed Setup and License Agreement. No modification or amendment of this Agreement will be valid or binding unless reduced to writing and duly executed by the party or parties to be bound.

24. Each party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause or effect of such delay or failure to the extent the party is able. In the event of such delays, the timetables shall be extended by as many calendar days as the delay caused by forces outside the reasonable control of the parties.

25. This Support and Maintenance Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. Any such counterpart may comprise one or more duplicates or duplicate signature pages, any of which may be executed by less than all of the parties provided that each party executes at least one such duplicate or duplicate signature page. The parties stipulate that a photocopy of an executed original will be admissible in evidence for all purposes in any proceeding as between the parties.

26. Any provision of this Support and Maintenance Agreement or part thereof found to be illegal or unenforceable shall be deemed severed, and the balance of the Agreement shall remain in full force and effect.

27. This Support and Maintenance Agreement shall be governed and construed in accordance with the laws of the State of Missouri. Venue of any action brought with regard to this Support and Maintenance Agreement shall be in the Circuit Court of Jasper County, Missouri or the United States District Court, Western District of Missouri.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Support and Maintenance Agreement and to bind their respective party thereto.

Coplogic, Inc. **(LICENSOR)**	**City of Joplin,** **a Municipal Corporation (LICENSEE)**
James L Lee (Signature)	(Signature)
James Lee Chief Operating Officer	(Typed or Printed Name and Title)
11 | 13 | 2013 (Date)	(Date)

SCHEDULE A

Licensor Hours of Support and Maintenance Service are as follows:

Regular Hours of Service (Pacific Time):
0900 to 1700 hours, Monday to Friday
(excluding Holidays observed by the U.S. Federal Govt.)

E-mail received by:
Licensor staff at support@coplogic.com

After Hours Service (Pacific Time):
1701 to 0859 hours, Monday to Friday
Saturdays & Sundays
Holidays

E-mail received by:
Licensor staff at support@coplogic.com

Incident/Request for Service Priority. All support and maintenance incidents/ requests for service will be prioritized on the following basis:

Priority	Definition
A	Work is stopped to the point that critical business activities cannot continue. e.g. Loss of use of major features, file system corruption, data loss, security issue, system outage.
B	Issues or features of the product are preventing normal operations.
C	Non-critical features, for which a convenient or reasonable work around exists, or a feature which functions unexpectedly. Slight inconvenience.

Response Time. The following table outlines the response times for each priority:

Priority	Response Time During Regular Hours of Service	Response Time During After Hours of Service
A	2 hours	6 hours from time of notifying the vendor contact(s) through voice mail or e-mail
B	(2) business days of Licensor receipt of verbal, written or electronic notice thereof and to correct the Priority B Issue by the Licensee's reasonably requested date. If the Priority B Issue is not corrected within 2 business days of the original notification Licensor will provide the Licensee with reports of its efforts to correct the Priority B Issue as requested by Licensee.	Not available
C	As time permits basis or inclusion in the next scheduled update to the Licensed Product.	Not available

1. Incident/Request for Service Reporting Procedure

All problems, queries or requests for assistance must be made to Licensor at support@coplogic.com, during regular business hours of service.

Licensee must be prepared to leave a contact name, phone number, workstations affected, screenshots, a description of the problem/service and the impact.

Licensor's resources will work with the Licensee to diagnose the problem. After investigating the issue, Licensor and the Licensee will jointly categorize the problem into:

Type of Problem	**Ownership**
Licensee Server Hardware Problem	Licensee
Desktop Hardware Problem	Licensee
Licensee Network Communication	Licensee
Isolated Workstation Issue	Licensee
Licensee Database Performance/storage	Licensee
Application or software related	Licensor

Licensor will deal with problem/incident according to the priority assigned. In the case that a problem cannot be readily resolved, Licensor will attempt to identify a work around.

As soon as Licensor corrects an Issue, Licensor shall notify the Licensee that the Issue has been corrected by sending an electronic mail.

SCHEDULE B

Coplogic DeskOfficer Online Reporting System version 6.2.0.3

Base Annual Fee: USD$5,000 (Year 1 License/Support)

On-site Support: USD$2,500 per day per Licensor personnel (includes travel time and expenses)

DeskOfficer Online Reporting System (DORS)
SETUP AND SUBSCRIPTION LICENSE AGREEMENT

THIS SETUP AND SUBSCRIPTION LICENSE AGREEMENT is made on this 13th day of November, 2013, by and between the City of Joplin located at 602 S. Main Street, Joplin MO 64801, a municipal corporation under the laws of the State of Missouri and hereafter referred to as "Licensee" and Coplogic Inc., an existing California corporation with a principal place of business at 231 Market Place, Suite #520, San Ramon, CA 94583 and hereafter referred to as "Licensor".

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

(a) **"Documentation"** means technical manuals, training manuals, user guides, and workbooks, as updated and amended from time to time, provided by Licensor to assist Licensee with the use of Software.

(b) **"Software"** means all or any portion of the global version of the binary computer software programs and updates and enhancements thereto, and Documentation hosted by Licensor on behalf of Licensee or delivered by Licensor to Licensee. Software includes any third-party software delivered by Licensor and modifications made to the Software. Software does not include source code to third party software. Unless specifically stated otherwise, all Software is delivered to Customer only if and when generally commercially available.

(c) **"Install"** means placing the Software on a computer's hard disk.

(d) **"Use"** means (i) executing or loading the Software into computer RAM or other primary memory, and (ii) copying the Software for archival or emergency restart purposes.

2. GRANT OF RIGHTS AND SCOPE OF SERVICES

Licensor hereby grants to Licensee a nonexclusive, nontransferable license to use the Software on Licensor's servers for the term of this Agreement. Licensor also agrees to provide the services listed in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. All requests by the Licensee for additional features or functionality that fall outside of Exhibit "A" Scope of Services shall be addressed following the "go-live" date of the Software and shall be quoted separately.

3. LICENSE TERM

This Agreement and this license are effective when the Agreement is executed by both parties and the license granted to the Software remains in force until terminated in accordance with paragraph 5 of this Agreement.

4. COST AND FEES

Licensee agrees to pay Licensor the following one time setup and implementation fee of USD$11,000.00, plus license and maintenance fees for the first year of USD$5,000.00, as outlined in the Support and Maintenance Agreement, for a total of USD$16,000.00 upon execution of this agreement. The Support and Maintenance period shall commence at the earlier of 1) the "go-live" date of the Software or 2) February 1, 2014. All payments shall be made within thirty (30) days from the date of invoice by electronic funds transfer to the Licensor's account specified in writing, or by check made payable to "Coplogic, Inc." and delivered to 231 Market Place, Suite #520, San Ramon, CA 94583.

4.1. Taxes. In addition to other amounts payable under this Agreement, Licensee shall pay any and all federal, state, municipal, or other taxes, duties, fees, or withholding currently or subsequently imposed on Licensee's use of the Software or the payment of the License Fee to Licensor, other than taxes assessed against Licensor's net income. Such taxes, duties, fees, withholding, or other charges shall be paid by Licensee or Licensee shall provide the appropriate authority with evidence of exemption from such tax, duty, fee, withholding, or charge. If Licensor is required to pay any such tax, duty, fee, or charge, or to withhold any amount from monies due to Licensor from Licensee pursuant to this Agreement, Licensee shall promptly reimburse Licensor any such amounts.

5. TERMINATION

Licensee may terminate this Agreement at any time on thirty (30) days written notice to Licensor. Licensor shall have the right to terminate this License on thirty (30) days written notice to Licensee if Licensee fails to pay any amount due to Licensor under this Agreement or the Support and Maintenance Agreement, or if Licensee fails to perform any obligation required of Licensee under this License or if Licensee becomes bankrupt or insolvent.

On termination, Licensee will promptly return all copies of the Software to Licensor or destroy all of Licensee's copies of the Software and so certify to Licensor in writing within fourteen (14) days of termination.

6. RIGHTS UPON TERMINATION

Licensor has and reserves all rights and remedies that it has by operation of law or otherwise to enjoin the unlawful or unauthorized use of Software or Documentation. Upon termination of this License, all rights granted to Licensee under this Agreement cease and Licensee will promptly cease all use and reproduction of the Software and Documentation, and Licensee shall return to Licensor or destroy the original and all copies of the Software and Documentation including partial copies and modifications.

Sections 9, 10, 11, and 12 will survive termination or expiration of this Agreement as will any cause of action or claim of either party, whether in law or in equity, arising out of any breach or default.

7. TITLE TO SOFTWARE

Licensor retains title to and ownership of the Software and Documentation and all enhancements, modifications and updates of the Software or Documentation. Licensee shall not distribute the Software to any persons or entities other than Licensee's employees as

designated solely by Licensee. Licensee may not sell the Software to any person or make any other commercial use of the software. Licensee shall retain all copyright and trademark notices on the Software and Documentation and shall take other necessary steps to protect Licensor's intellectual property rights.

8. MODIFICATION AND ENHANCEMENTS

Licensee will make no efforts to reverse engineer the Software, or make any modifications or enhancements or derivative works based on the Software without Licensor's express written consent.

9. WARRANTY

Licensor warrants that from the date of this License, the Software will function given the original configuration is not replaced or changed by Licensee. Licensor warrants that to the best of its knowledge, information, and belief, the Software does not contain any known viruses, back-doors or time bombs, (or similar malicious code), or undocumented security codes that could prevent Licensee's use of the Software.

THE WARRANTY GRANTED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Licensor's entire liability and Licensee's sole and exclusive remedy for breach of the foregoing warranty shall be, at Licensor's option, to:

- Return to Licensee the maintenance fee for the period in which the Software did not perform according to this warranty, or
- Repair the defects or
- Replace the Software.

10. INDEMNITY

Licensor shall indemnify, hold harmless, and defend, with counsel acceptable to Licensee, the Licensee (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement.

Claims which trigger Licensor's responsibility under this Section 10 shall include any claims that the Software resulting from the provision of Services pursuant to the attached Exhibit A Scope of Services infringes any patent, trademark, service mark, copyright, or accidental or intentional violation of a trade secret or other intellectual property of a third party not included in this Agreement. Licensor shall, in its reasonable judgment and at its option and expense: (i) obtain for the Licensee the right to continue using the Software; or (ii) replace or modify the Software so that it becomes non-infringing while giving equivalent performance. Licensor shall not have any liability for a claim alleging that any Software infringes a patent or copyright if the alleged infringement was developed based on information furnished by the Licensee or if the alleged infringement is the result of a modification made by the Licensor, at the direction of the Licensee or with Licensee approval. Licensee shall be responsible for maintaining appropriate licenses for software not provided by Licensor.

Licensee shall indemnify, hold harmless, and defend, with counsel acceptable to Licensor, the Licensor (including its officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from or incurred in connection with, Licensee's use or reproduction of the Software pursuant to this Agreement.

Should any claim subject to indemnity be made against Licensor or Licensee, the party against whom the claim is made agrees to provide the other party with prompt written notice of the claim. The indemnifying party will control the defense and settlement of any claim with respect to which it has a duty to indemnify under this section 10. The indemnified party agrees to cooperate with the indemnifying party and provide reasonable assistance in the defense and settlement of such claim. The indemnifying party is not responsible for any costs incurred or compromise made by the indemnified party unless the indemnifying party has given prior written consent to the cost or compromise.

11. ATTORNEY FEES

If any legal action is necessary to enforce this License, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

12. CONFIDENTIAL INFORMATION

(a) The term "Confidential Information" shall mean any and all information, which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form, which either is identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Licensor's business, as Licensor has conducted it or as it may conduct itself in the future, confidential information concerning any of Licensor's past, current, or possible future products or manufacturing or operational methods, including information about Licensor's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Licensor. Licensor's Confidential Information shall be treated as strictly confidential by Licensee and shall not be disclosed by Licensee except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (i) was in the possession of, or was rightfully known by the Licensor without an obligation to maintain its confidentiality prior to receipt from other party; (ii) is or becomes generally known to the public without violation of this Agreement; (iii) is obtained by Licensee in good faith from a third party having the right to disclose it without an obligation of confidentiality; (iv) is independently developed by Licensee without the participation of individuals who have had access to the Confidential Information or (v) is required to be disclosed by court order or applicable law, provided that Licensee promptly notifies Licensor in order for the disclosing party to have an opportunity to seek an appropriate protective order. The Licensee shall not obtain, by virtue of this Agreement, any rights title or interest in any Confidential Information of the

Licensor. Within fourteen (14) days after termination of this Agreement, each party shall certify in writing to Licensor that all copies of Licensor's Confidential Information in any form, including partial copies, have been destroyed or returned to Licensor.

(b) Licensor acknowledges that the Licensee is a governmental agency and may be required to disclose certain information under requests made according to provisions of the Public Records Act. Licensee shall give notice to Licensor of any request for the disclosure of any information set apart and marked "confidential," "proprietary" or "trade secret" by Licensor. Licensor shall then have five (5) days from the date it receives such notice to enter into an agreement with Licensee providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney's fees) incurred by Licensee in any legal action to compel the disclosure of such information under the Public Records Act. Licensor shall have the sole responsibility for the defense of the actual proprietary or trade secret designation of such information. The parties understand and agree that any failure by Licensor to respond to the notice provided by Licensee and/or to enter into an agreement with Licensee, as set forth above, shall constitute a complete waiver by Licensor of any nondisclosure or confidentiality rights hereunder with respect to such information, and such information shall be disclosed by Licensee pursuant to applicable procedures required by the Public Records Act.

(c) Licensee shall protect the deliverables resulting from Services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for Licensee's Confidential Information.

(d) The terms of this Section 12 shall survive termination of this Agreement. Licensor and Licensee acknowledge that any breach of this Section 12 by Licensee will irreparably harm Licensor. Accordingly, in the event of a breach, Licensor is entitled to promptly seek injunctive relief in addition to any other remedies that the disclosing party may have at law or in equity.

13. RELATIONSHIP BETWEEN THE PARTIES

Licensor is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or sub consultants, including any negligent acts or omissions. Licensor is not Licensee's agent, and shall have no authority to act on behalf of the Licensee, or to bind the Licensee to any obligation whatsoever, unless the Licensee provides prior written authorization to Licensor. Licensor is not an officer or employee of Licensee and Licensor shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.

14. CONFLICTS OF INTEREST PROHIBITED

Licensor (including its employees, agents, and sub Licensors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement.

15. COMPLIANCE WITH LAW AND STANDARD OF CARE

Licensor shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Licensor shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by

reputable professionals, with a level of experience and training similar to Licensor, performing under circumstances similar to those required by this Agreement. Licensor certifies that its employees have the training and experience to perform and complete all services mentioned herein and outlined in Exhibit A.

16. INSURANCE

Licensor shall, throughout the duration of this Agreement, maintain insurance to cover Licensor (including its agents, representatives, sub-consultants, and employees) in connection with the performance of services under this Agreement. This Agreement identifies the minimum insurance levels with which Licensor shall comply; however, the minimum insurance levels shall not relieve Licensor of any other performance responsibilities under this Agreement (including the indemnity requirements), and Licensor may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Licensor, and prior to the commencement of any services, the Licensor shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the Licensee. Licensor shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

16.1. Minimum Insurance Levels. Licensor shall maintain insurance at the following minimum levels:

(a) Commercial General Liability coverage in an amount not less than USD$1,000,000 general aggregate and USD$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

(b) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(c) Errors and Omissions Liability Insurance appropriate to the Licensor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

16.2. Endorsements. The insurance policies shall be endorsed as follows:

(a) For the commercial general liability insurance, the Licensee (including its elected officials, employees, and agents) shall be named as additional insured.

(b) Licensor's insurance is primary to any other insurance available to the Licensee with respect to any claim arising out of this Agreement. Any insurance maintained by the Licensee shall be excess of the Licensor's insurance and shall not contribute with it.

16.3. Qualifications of Insurers. All insurance companies providing coverage to Licensor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M Best's rating of not less than "A:VII."

17. REPORTING DAMAGES

If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Licensor shall immediately notify the Licensee Risk Manager's office and Licensor shall promptly submit to the Licensee's Risk Manager and the

Licensee's Authorized Representative, a written report (in a form acceptable to the Licensee) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Licensor's insurance company, and (d) a detailed description of the damage and whether any Licensee property was involved.

18. GENERAL PROVISIONS

(a) **Complete Agreement.** This License together with Exhibit "A", which is incorporated herein by reference, is the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter, except for the concurrently executed Software Support and Maintenance Agreement.

(b) **Modifications to License.** Modifications and amendments to this License, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

(c) **Applicable Law.** This License will be governed by the laws of the State of Missouri. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in the Circuit Court of Jasper County, Missouri or the United States District Court, Western District of Missouri.

(d) **Notices.** All notices and other communications given in connection with this License shall be in writing and shall be deemed given as follows:

- When delivered personally to the recipient's address as appearing in the introductory paragraph to this License;
- Three days after being deposited in the United States mails, postage prepaid to the recipient's address as appearing in the introductory paragraph to this License; or
- When sent by fax or telex to the last fax, telex number or E-Mail address of the recipient known to the party giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail or the recipient delivers a written confirmation of receipt.

Any party may change its address appearing in the introductory paragraph to this License by giving notice of the change in accordance with this paragraph.

(e) **No Agency.** Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

(f) **Assignment.** The rights conferred by this License shall not be assignable by the Licensee without Licensor's prior written consent. Licensor may impose a reasonable license fee on any such assignment

(g) **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

(h) **Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

(i) **Headings.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or

restricting the interpretation of the Agreement.

(j) **Severability.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

19. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Licensor and the Licensee. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. Any such counterpart may comprise one or more duplicates or duplicate signature pages, any of which may be executed by less than all of the parties provided that each party executes at least one such duplicate or duplicate signature page. The parties stipulate that a photocopy of an executed original will be admissible in evidence for all purposes in any proceeding as between the parties

IN WITNESS WHEREOF, the Licensee and Licensor do hereby agree to the full performance of the terms set forth herein.

Coplogic, Inc. **(LICENSOR)**	**City of Joplin,** **a Municipal Corporation (LICENSEE)**
James L Lee (Signature)	(Signature)
James Lee Chief Operating Officer	(Typed or Printed Name and Title)
11 | 13 | 2013 (Date)	(Date)

Exhibit A: Scope of Services

Licensor has designed and built an Online Reporting System for Police Departments that provides data to a specified database structure. The Online Reporting System uses the J2EE standard. The system is designed to gather information on crimes from a member of the general public (user) via an SSL connection. The application will issue a temporary report number to the user and place the temporary report into an administrative holding area for review and modification by appropriate administrator. An email is generated to the user that the report has been submitted. The administrator logs in via an SSL connection and approves, rejects, edits or prints reports as appropriate. Rejecting a report deletes it from the system and sends an appropriate email to the user. Approving the report issues a number, places it in a queue to be exported, and sends an appropriate email to the user. The administrator can download the approved report or print the report out.

A. SETUP AND CUSTOMIZATION

Licensee Responsibilities:

1. Coordinate with Licensor to establish schedule for deployment.
2. Provide website header image and one small image for temporary citizen report and one small image for final printed PDF report, which is automatically emailed to citizen after report approval.
3. Load provided HTML pages onto City server which links to Licensor's servers for the application.
4. Provide Licensor with the schema for the desired file format and/or Database schema and account with read /write access and test environment with current configuration.
5. Provide Licensor with VPN access to the exporter and RMS application(s).
6. Provide timely responses to Licensor's questions, which may arise during the setup and customization process.

Licensor's Responsibilities:

1. Coordinate with Licensee to establish schedule for deployment.
2. Load provided images onto the Licensor's secure, redundant network and register Licensee within the network.
3. Provide Licensee with Administrator password and credentials for the program.
4. Provide sample operational directives, deployment strategies and sample press release.
    a. Licensor will provide contact personnel at other cities currently using the system as well as provide suggestions for the deployment of the system.
    b. Licensor will provide instructions on the easy setup of a kiosk for City Police Department Headquarters lobby, etc.

Completion Criteria:

This task is considered complete after Licensor has delivered listed materials and the software is active and accessible on the Licensee's website.

B. SOFTWARE CONFIGURATION

Licensee's Responsibilities:

1. Coordinate with Licensor for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
2. Using the administrator account, login in and configure the code tables, crime types, user account, and dynamic content for Licensee.
3. Test the optional interface with the RMS application.
4. Review resulting files with Licensor, document any problems, and collaborate with Licensor on a plan for corrective action(s).

Licensor's Responsibilities:

1. Coordinate with Licensee for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
2. Configure export routine for the optional RMS Interface.
3. Review resulting files with Licensee, document any problems, and collaborate with Licensee on a plan for corrective action(s).

Completion Criteria:

This task is considered complete when the DeskOfficer Online Reporting System is accessible on the web server, reports can be filed and interfaced into the RMS.

C. CONTINUING MAINTENANCE.

Licensee's Responsibilities:

During the term of this Agreement and subject to approval by Licensee, Licensee agrees to serve as a reference for the Software. Such references may include activities such as (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Licensor; (iii) the use of Licensee's name in Licensor marketing activities; or (iv) a favorable reference of Licensor to an industry analyst or at an industry conference.

(Should Licensee Elect to Self-Host Software) Provide Licensor with VPN access or a comparable remote access method (eg. LogMeIn, TeamViewer) to upgrade the Software.

Licensor's Responsibilities:

Licensor will provide remote application support and updates in accordance with the Support and Maintenance Agreement.

DeskOfficer Online Reporting System (DORS)
SUPPORT AND MAINTENANCE AGREEMENT

THIS SUPPORT AND MAINTENANCE AGREEMENT ("Support and Maintenance Agreement") is made on this 13th day of November, 2013, by and between the City of Joplin located at 602 S. Main Street, Joplin MO 64801, a municipal corporation under the laws of the state of Missouri ("Licensee") and Coplogic, Inc., an existing California corporation, whose address is 231 Market Place #520 San Ramon, CA 94583 ("Licensor").

RECITALS

Licensee has obtained a subscription license to use the DeskOfficer Online Reporting System ("Software") for the term of that agreement, more particularly described in the Setup and Subscription License Agreement of the same date. As a part of the Support and Maintenance Agreement, Licensor shall provide support and maintenance services for the Software.

SUPPORT AND MAINTENANCE SERVICES

1. Generally. During the duration of this Support and Maintenance Agreement, Licensor shall provide to the Licensee a subscription license, as well as support and maintenance for the Software purchased in accordance with the terms of this Support and Maintenance Agreement and the response time described in Schedule A, attached hereto. Support includes an annual review of current outstanding questions and usage issues at Licensee request; the provision of new and upcoming releases of updates; and enhancements made to the Software that the Licensee is licensed to use that are generally made available without additional charge to other users of the Software with similar support and maintenance contracts. The parties shall amend Schedule B from time-to-time in the event that the Licensee requests customizations to the Software.

2. Hours of Support. Licensor will provide the support services during the hours as described in Schedule A attached hereto.

3. New Releases. Licensor will, from time-to-time issue new releases of the software (Schedule B), and when it does, it will provide a copy of the release documentation, and/or updated user or system documentation. If any part of the Licensee's custom code is not part of the general release delivered by Licensor, then Licensor will assist and provide guidance for integrating the custom code into the new release. Any time taken to modify or repair unauthorized changes that may require Licensor assistance to modify may be billed at Licensor's then current pricing schedule.

4. Exceptions. Corrections for difficulties or defects traceable to the Licensee's errors or unauthorized changes, Licensee's hardware, or conflicts with other software not identified by Licensor as compatible or part of the recommended operating environment may be subject to billing at Licensor's current standard time and material charges.

5. Exceptions (Should Licensee Elect to Self-Host Software). Licensor is not responsible for maintaining unauthorized Licensee modified portions of the Software, Licensee data files or for maintaining portions of the Software affected by unauthorized Licensee modified portions of the Software. The Licensee agrees that the equipment on which the Software

operates will be operating properly at all times and must have been and continue to be properly maintained by the manufacturer of the equipment or a properly qualified service organization.

The Licensee will be responsible for properly testing and applying routine virus updates and security patches without the need for additional Licensor's notification. Licensor will be responsible for testing Licensor's software updates prior to making them available to the Licensee. The Licensee acknowledges responsibility for testing Licensor's software updates before applying them to the Licensee's production systems. For servers running Licensor's software, the Licensee acknowledges responsibility for communicating with Licensor prior to installation of non- Licensor's software service packs, implementation of new releases or versions of non- Licensor's software, or installation of new non- Licensor's software products.

Except for emergency replacement of a failing server, the Licensee acknowledges responsibility for communicating with Licensor prior to replacing a server on which Licensor's software is being used. Licensor is not responsible for changes if related to or caused by software not provided by Licensor. For workstations running Licensor's software, the Licensee acknowledges responsibility to test new workstation configurations, software service packs, new releases or versions of software, and new software products prior to implementation.

The Licensee must upgrade the Software in its entirety to the most recent version within seven business days of the release of any updates or modifications of the Software unless otherwise mutually agreed. Licensee must provide Licensor with VPN access or a comparable remote access method (eg. LogMeIn, TeamViewer) to upgrade the Software. Licensor will not be obligated to provide support for release versions that are more than two release versions older than the current version unless specified in this Support and Maintenance agreement.

The Licensee agrees that, subject to and in accordance with the Licensee's internal policies and guidelines, it will upgrade the computer operating software, hardware and underlying database engines of the Software as necessary to meet the changing requirements of the Software as specified by Licensor as part of a current release of the Software, or as the parties mutually agree. The Licensee agrees that, subject to and in accordance with the Licensee's internal policies and guidelines, it will maintain appropriate licenses for the computer operating software and underlying database engines required of the Software as necessary.

6. Limitations. Licensor may, in its sole discretion, limit or suspend Licensee's access to support, pursuant to this Support and Maintenance Agreement, where (1) Licensee is in material default under the terms of this Support and Maintenance Agreement (non-payment is deemed to be a material default), or (2) Licensee fails to provide adequately trained staff to administer the Software. Prior to limiting or suspending support, Licensor will give the Licensee thirty (30) days written notice of its intention to do so and actively participate with the Licensee to remedy any such default or failure.

7. Term. This Support and Maintenance Agreement commences at the earlier of 1) the "go-live" date of the Software or 2) February 1, 2014, and expires one year after its

commencement date. Within thirty (30) days prior to its expiration, Licensor shall send to the Licensee an invoice for an annual license, support and maintenance fee ("Annual Fee"). The sending of any such invoice will constitute an irrevocable offer to extend the Support and Maintenance Agreement for the period and fees set forth in the invoice, which may be accepted by the Licensee in its sole discretion as hereinafter set forth. Termination of the Support and Maintenance Agreement prior to its expiration shall not result in the refund of partial service fees.

The Licensee's payment of an Annual Fee in response to an invoice prior to the expiration date of the Support and Maintenance and Agreement, or within thirty (30) days after the date of Licensor's invoice, whichever is later, will extend the License, Support and Maintenance Period for the period of one year from its previous expiration date, or for the period set forth in the invoice if different.

8. Adjustments to Terms and Conditions. Licensor may change the Annual Fee and the terms and conditions of this Support and Maintenance Agreement provided that written notice is given to the Licensee thirty (30) days prior to the expiration of the current term.

COST

9. Annual Fee. The Licensee shall pay Licensor an Annual Fee for which the Software license and support is being provided (see Schedule B for base Annual Fee). The Annual Fee for the first (1st) year is due upon execution of this agreement and will then reoccur on the anniversary date of the execution of this agreement for each year thereafter. For a period of three (3) years following execution of this Support and Maintenance Agreement, the Annual Fee shall not increase by more than 5% of the previous year's Annual Fee. All requests by the Licensee for additional features or functionality that fall outside of Licensor's ongoing policy of upgrading the Software will be quoted separately.

   Late Payments. All invoices will be sent at least thirty (30) days prior to their due date. Payments received forty-five (45) days after their due date will be assessed a 10% late fee.

10. Taxes. In addition to other amounts payable under this Support and Maintenance Agreement, Licensee shall pay any and all federal, state, municipal, or other taxes, duties, fees, or withholding currently or subsequently imposed on Licensee's use of the Software or the payment of the Annual Fee to Licensor, other than taxes assessed against Licensor's net income. Such taxes, duties, fees, withholding, or other charges shall be paid by Licensee or Licensee shall provide the appropriate authority with evidence of exemption from such tax, duty, fee, withholding, or charge. If Licensor is required to pay any such tax, duty, fee, or charge, or to withhold any amount from monies due to Licensor from Licensee pursuant to this Support and Maintenance Agreement, Licensee shall promptly reimburse Licensor any such amounts.

11. On Site Support. The Licensee shall reimburse Licensor at the rate of USD$2,500.00 per day for each Licensor employee or contractor required for any On-Site support incurred at the Licensee's direct written request and authorization. This rate shall be paid for each day that Licensor personnel are required to be on the Licensee's site. Licensee will not pay for Licensor personnel travel time or travel expenses. In response to written Licensee requests for Licensor to provide on-site routine non-emergency support, Licensor shall produce a

written estimate of the time required to provide the requested support and state any requirements, such as the presence of Licensee staff or other resources or materials. Any On-Site Support provided by Licensor shall only be invoiced by Licensor or paid by Licensee if the problem arose due to something other than a defect in the Software.

LICENSEE'S OBLIGATION

12. The Licensee Agrees to:

    (a) Furnish descriptions of problem(s) in the form reasonably requested by Licensor Support representatives;
    (b) Assist Licensor's efforts to reproduce the problem(s) in the applicable operating environment, and
    (c) Make available qualified, trained staff on-site to carry out Licensor's instructions and/or provide remote access to system(s) as requested by Licensor.

13. The Licensee shall designate a sole Support Contact to provide routine end user support for the Licensee personnel concerning the Product.

14. The Licensee shall take appropriate steps to educate its end users about the need to contact the Support Contact (rather than Licensor directly) when support is needed. The Licensee shall appropriately publicize the name, telephone number, and/or fax number and/or electronic mail address if applicable, of the Support Contact.

15. Access to Data and System. The Licensee agrees to provide Licensor with data dumps, as requested, remote access to the Software system, and with sufficient test time on the Licensee's computer system to duplicate the problem, to certify that the problem is with the Software, and to certify that the problem has been corrected.

16. The Licensee shall install and maintain for the term of this Support and Maintenance Agreement, a reasonable and satisfactory method of direct remote computer access to the Software. The Licensee shall pay for the installation and maintenance of such access. Licensor shall use this access service in connection with error correction, software updating and user support only, and only upon prior written or email notice to the Licensee, and Licensee's acknowledgment of that notice.

17. Licensor agrees that all release versions will be tested for installation in a computer environment substantially similar to the Licensee's and that all releases will be free of material defects that would affect the orderly continuation of Licensee's use of the Product.

18. The parties agree that Licensor is not obligated to ensure that its new release of the Software is compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating software or database engines).

CONFIDENTIALITY

19. Confidential Information.

(a) The term "Confidential Information" shall mean any and all information, which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form, which either is identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Licensor's business, as Licensor has conducted it or as it may conduct itself in the future, confidential information concerning any of Licensor's past, current, or possible future products or manufacturing or operational methods, including information about Licensor's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Licensor. Licensor's Confidential Information shall be treated as strictly confidential by Licensee and shall not be disclosed by Licensee except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (i) was in the possession of, or was rightfully known by the Licensor without an obligation to maintain its confidentiality prior to receipt from other party; (ii) is or becomes generally known to the public without violation of this Agreement; (iii) is obtained by Licensee in good faith from a third party having the right to disclose it without an obligation of confidentiality; (iv) is independently developed by Licensee without the participation of individuals who have had access to the Confidential Information or (v) is required to be disclosed by court order or applicable law, provided that Licensee promptly notifies Licensor in order for the disclosing party to have an opportunity to seek an appropriate protective order. The Licensee shall not obtain, by virtue of this Agreement, any rights title or interest in any Confidential Information of the Licensor. Within fourteen (14) days after termination of this Agreement, each party shall certify in writing to Licensor that all copies of Licensor's Confidential Information in any form, including partial copies, have been destroyed or returned to Licensor.

(b) Licensor acknowledges that the Licensee is a governmental agency and may be required to disclose certain information under requests made according to provisions of the Public Records Act. Licensee shall give notice to Licensor of any request for the disclosure of any information set apart and marked "confidential," "proprietary" or "trade secret" by Licensor. Licensor shall then have five (5) days from the date it receives such notice to enter into an agreement with Licensee providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney's fees) incurred by Licensee in any legal action to compel the disclosure of such information under the Public Records Act. Licensor shall have the sole responsibility for the defense of the actual proprietary or trade secret designation of such information. The parties understand and agree that any failure by Licensor to respond to the notice provided by Licensee and/or to enter into an agreement with Licensee, as set forth above, shall constitute a complete waiver by Licensor of any nondisclosure or confidentiality rights hereunder with respect to such information, and such information shall be disclosed by Licensee pursuant to applicable procedures required by the Public Records Act.

(c) Licensee shall protect the deliverables resulting from Services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for Licensee's Confidential Information.

(d) The terms of this Section 18 shall survive termination of this Agreement. Licensor and Licensee acknowledge that any breach of this Section 12 by Licensee will irreparably harm Licensor. Accordingly, in the event of a breach, Licensor is entitled to promptly seek injunctive relief in addition to any other remedies that the disclosing party may have at law or in equity.

TERMINATION

20. The Licensee may terminate this Agreement at any time and for any reason upon thirty (30) days prior notice to Licensor.

    In the event of a material default by the Licensee under this agreement, Licensor may terminate this Agreement upon thirty (30) days prior notice to Licensee, provided that Licensee has been given thirty (30) days notice to cure the default.

LIMITATION OF LIABILITY

21. To the extent permitted by law, neither party's liability to the other party in connection with any cause of action, costs or damages relating to this Support and Maintenance Agreement shall exceed the annual fee paid in the twelve month period preceding the event giving rise to the claim.

    Notwithstanding the foregoing, for purposes of the services performed by Licensor under this Support and Maintenance Agreement, Licensor agrees to fully defend, indemnify and hold harmless Licensee, its officers, employees and agents from any damage, loss, liability, costs (including reasonable attorneys fees), claim or cause of action arising out of injury, loss or damage to real property or tangible personal property, or arising from personal injury or death, where such damage, loss, liability, costs, claim or cause of action is caused or incurred in whole or in part as a result of any negligent or wrongful act or omission or willful misconduct of Licensor, its officers, employees, agents, contractors and assigns. Licensor's obligation hereunder is contingent upon Licensee providing Licensor prompt written notice of any such claim, action, lawsuit or other proceeding and Licensee shall fully cooperate with Licensor in the defense and all related settlement negotiations. The existence of any insurance policies or coverage's shall not affect the parties' rights and obligations hereunder.

GENERAL

22. This Agreement shall be binding upon the successors and assigns of both parties, provided, however that no assignment, delegation or other transfer shall be made by Licensor without the prior written approval of the Licensee, which approval shall not be unreasonably withheld.

23. This Agreement, together with Schedule A and Schedule B, which are incorporated herein by reference, is the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter,

except for the concurrently executed Setup and License Agreement. No modification or amendment of this Agreement will be valid or binding unless reduced to writing and duly executed by the party or parties to be bound.

24. Each party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause or effect of such delay or failure to the extent the party is able. In the event of such delays, the timetables shall be extended by as many calendar days as the delay caused by forces outside the reasonable control of the parties.

25. This Support and Maintenance Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. Any such counterpart may comprise one or more duplicates or duplicate signature pages, any of which may be executed by less than all of the parties provided that each party executes at least one such duplicate or duplicate signature page. The parties stipulate that a photocopy of an executed original will be admissible in evidence for all purposes in any proceeding as between the parties.

26. Any provision of this Support and Maintenance Agreement or part thereof found to be illegal or unenforceable shall be deemed severed, and the balance of the Agreement shall remain in full force and effect.

27. This Support and Maintenance Agreement shall be governed and construed in accordance with the laws of the State of Missouri. Venue of any action brought with regard to this Support and Maintenance Agreement shall be in the Circuit Court of Jasper County, Missouri or the United States District Court, Western District of Missouri.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Support and Maintenance Agreement and to bind their respective party thereto.

Coplogic, Inc. **(LICENSOR)**	**City of Joplin,** **a Municipal Corporation (LICENSEE)**
James L Lee (Signature)	(Signature)
James Lee Chief Operating Officer	(Typed or Printed Name and Title)
11/13/2013 (Date)	(Date)

SCHEDULE A

Licensor Hours of Support and Maintenance Service are as follows:

Regular Hours of Service (Pacific Time):
0900 to 1700 hours, Monday to Friday
(excluding Holidays observed by the U.S. Federal Govt.)

E-mail received by:
Licensor staff at support@coplogic.com

After Hours Service (Pacific Time):
1701 to 0859 hours, Monday to Friday
Saturdays & Sundays
Holidays

E-mail received by:
Licensor staff at support@coplogic.com

Incident/Request for Service Priority. All support and maintenance incidents/ requests for service will be prioritized on the following basis:

Priority	Definition
A	Work is stopped to the point that critical business activities cannot continue. e.g. Loss of use of major features, file system corruption, data loss, security issue, system outage.
B	Issues or features of the product are preventing normal operations.
C	Non-critical features, for which a convenient or reasonable work around exists, or a feature which functions unexpectedly. Slight inconvenience.

Response Time. The following table outlines the response times for each priority:

Priority	Response Time During Regular Hours of Service	Response Time During After Hours of Service
A	2 hours	6 hours from time of notifying the vendor contact(s) through voice mail or e-mail
B	(2) business days of Licensor receipt of verbal, written or electronic notice thereof and to correct the Priority B Issue by the Licensee's reasonably requested date. If the Priority B Issue is not corrected within 2 business days of the original notification Licensor will provide the Licensee with reports of its efforts to correct the Priority B Issue as requested by Licensee.	Not available
C	As time permits basis or inclusion in the next scheduled update to the Licensed Product.	Not available

1. Incident/Request for Service Reporting Procedure

All problems, queries or requests for assistance must be made to Licensor at support@coplogic.com, during regular business hours of service.

Licensee must be prepared to leave a contact name, phone number, workstations affected, screenshots, a description of the problem/service and the impact.

Licensor's resources will work with the Licensee to diagnose the problem. After investigating the issue, Licensor and the Licensee will jointly categorize the problem into:

Type of Problem	**Ownership**
Licensee Server Hardware Problem	Licensee
Desktop Hardware Problem	Licensee
Licensee Network Communication	Licensee
Isolated Workstation Issue	Licensee
Licensee Database Performance/storage	Licensee
Application or software related	Licensor

Licensor will deal with problem/incident according to the priority assigned. In the case that a problem cannot be readily resolved, Licensor will attempt to identify a work around.

As soon as Licensor corrects an Issue, Licensor shall notify the Licensee that the Issue has been corrected by sending an electronic mail.

SCHEDULE B

Coplogic DeskOfficer Online Reporting System version 6.2.0.3

Base Annual Fee: USD$5,000 (Year 1 License/Support)

On-site Support: USD$2,500 per day per Licensor personnel (includes travel time and expenses)

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: December 2, 2013
ITEM: Council Bill No. 2013-633; Agreement between the City of Joplin and Advanced Correctional Healthcare Inc. (ACH)

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Council Bill No. 2013-633; copy of Agreement

DEPARTMENT HEAD:	Lane J. Roberts	**DATE:** 11-22-13
CITY MANAGER:	R. Mark Rohr	**DATE:** 11/25/13
CITY ATTORNEY:	Brian W. Head	**DATE:** 11-25-13
FINANCE DIRECTOR:	Leslie Haase	**DATE:** 11-25-13

INTRODUCTION:

The Joplin Police Department requests consideration of this Council Bill. This request, if approved, would authorize a contract between the City of Joplin and Advanced Correctional Healthcare, Inc. (ACH) that is located in Peoria, IL. ACH will be providing inmate healthcare for inmates of the Joplin City Jail. Including in these services will be nursing, dental, and physician care, pharmaceutical, diabetes testing supplies and any other supplies deemed appropriate for inmate medical care. ACH will also be providing medical training for all jail staff and will oversee the complete health care of all inmates. ACH will assume the medical responsibility for the care and documentation of all medical records and will be PREA compliant.

SUMMARY/DISCUSSION:

The annual cost for this service is $39,795.60. The initial cost has been budgeted for the FY2014 year and was approved in the budget. The Legal Division of the City of Joplin has approved the language of the agreement presented by ACH.

RECOMMENDATION:

Staff recommends this Council Bill be passed on an emergency basis.

LJR/ts
attachment

COUNCIL BILL NO. 2013-633 ORDINANCE NO.

AN ORDINANCE approving a Contract for inmate medical care by and between the City of Joplin, Missouri and Advanced Correctional Healthcare, Inc., dealing generally with the provision of inmate medical, dental, pharmaceutical, and general healthcare of inmates for the police department for the initial amount of Thirty-Nine Thousand Seven Hundred Ninety-Five Dollars and Sixty Cents ($39,795.60); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, This agreement allows the Police Department to utilize the services of Advanced Correctional Healthcare, Inc. for the purposes of Inmate medical care;

WHEREAS, This agreement continues the system of inmate health care by Advanced Correctional Healthcare, Inc.

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

Section 1. That the Contract for Inmate Medical Services by and between the City of Joplin and Advanced Correctional Healthcare Inc., in a total amount Thirty-Nine Thousand Seven Hundred Ninety-Five Dollars and Sixty Cents ($39,795.60) providing inmate medical, dental, pharmaceutical, and general health care provided by Advanced Correctional Healthcare, Inc. A true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such, is considered an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Police Department's Jail Division Budget, Account No. 001-5507-510-5055, to pay the contract amount.

_____

Leslie Haase, Director of Finance

AGREEMENT FOR THE PROVISION OF DETAINEE HEALTH SERVICES JOPLIN CITY, MISSOURI

This Agreement for the Provision of Detainee Health Services (hereinafter referred to as the "AGREEMENT"), effective as of the date of the last signature hereto, entered into by and between Joplin City, Missouri, a constitutionally chartered municipal corporation (hereinafter referred to as the "CITY"), the Board of Police Commissioners of Joplin City, Missouri (hereinafter referred to as the "BOARD") as the governing body of the Joplin City, Missouri Police Department acting by and through its duly elected Chief of Police (hereinafter referred to as the "CHIEF"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), an Illinois corporation.

RECITALS

WHEREAS, the CITY desires to provide professional and responsive healthcare services to the DETAINEES of the Joplin City Police Department (hereinafter referred to as the "FACILITY"); and

WHEREAS, ACH is a corporation which provides professional and responsive healthcare services in incarceration facilities.

NOW THEREFORE, the parties enter into this AGREEMENT as hereinafter set forth.

DEFINITIONS

ACH CORPORATE HOLIDAYS - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

DETAINEES – An adult or juvenile booked into the custody of the CITY or Chief of Police and presently incarcerated in the FACILITY.

ELECTIVE CARE - Care which, if not provided, would not, in the opinion of ACH's practitioner (a licensed practitioner employed by ACH), cause the DETAINEE's health to deteriorate, or cause harm to the DETAINEE's well-being.

MID-LEVEL PRACTITIONER – An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A MID-LEVEL PRACTITIONER will be duly licensed to practice medicine in the appropriate state.

MOBILE SERVICES – Any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to, laboratory, X-ray and dental services.

OFF-SITE SERVICES – Medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing, hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, and SPECIALTY SERVICES.

SPECIALTY SERVICES - Medical services that require a physician to be board-certified in a specialty, including, but not limited to, dermatology, gynecology, and mental health.

SPECIFIED MEDICATIONS – Medications related to the treatment of HIV, AIDS, HIV/AIDS related diseases, hepatitis, cystic fibrosis, multiple sclerosis, cancer, and/or active tuberculosis, as well as medications listed as biological and/or anti-rejection drugs. Medications related to these treatments will be defined in accordance with medical literature.

TELEMEDICINE – The use of medical information exchanged from one site to another via electronic communications to improve patients' health status.

ARTICLE 1:
DUTIES AND OBLIGATIONS OF ACH

For and in consideration of the compensation to be paid to ACH as hereinafter set forth, ACH agrees as follows:

1.0 ADVANCED TRAINING. The FACILITY is entitled to receive one copy each of the training videos produced and sold by ACH at no additional charge, with the following exception: facilities will not receive training videos which cover topics for which they have already received an ACH training video covering that topic. If a training video is lost or stolen, the FACILITY may be charged a replacement fee to replace the video. ACH training videos are to be viewed by the FACILITY staff only and are not to be reproduced except with the prior written permission of ACH. ACH does not guarantee training credits and is not responsible for obtaining training credits on behalf of the FACILITY staff.

1.1 AFFORDABLE CARE ACT. In the event the Affordable Care Act causes any changes to come about which may affect this AGREEMENT, the parties agree to reopen this AGREEMENT for good faith negotiations with respect to such matters.

1.2 BODY CAVITY SEARCH – FORENSIC INFORMATION. ACH will perform body cavity searches on-site with signed consent from the DETAINEE in accordance with the following guidelines: ACH staff are prohibited from participating in the collection of forensic evidence, except when: (1) complying with state laws that require blood samples from DETAINEES, so long as there is consent of the DETAINEE and ACH staff are not involved in any punitive action taken as a result of a DETAINEE's nonparticipation in the collection process, (2) conducting body cavity searches, and blood or urine testing for alcohol or other drugs when done for medical purposes by a physician's order, and/or (3) conducting DETAINEE-specific, court-ordered laboratory tests, examinations, or radiology procedures with consent of the DETAINEE.

1.2.0 SEXUAL ASSAULT. In the case of sexual assault, the DETAINEE victim will be sent to the hospital for appropriate collection of evidence which includes chain of custody, counseling and care. Court-ordered body cavity searches will be referred to the appropriate facility or emergency room. ACH will not be financially responsible for any costs associated with any body cavity search or any other collection of forensic information, including, but not limited to, any associated medical fees, laboratory fees, added personnel costs, and/or court costs.

1.3 COLLECTION OF DNA/PHYSICAL EVIDENCE. ACH will perform the collection of physical evidence for the purpose of DNA testing on-site with signed consent from the DETAINEE. Court-ordered collection of DNA/physical evidence will be referred to the appropriate facility or emergency room. ACH will not be financially responsible for any costs associated with the collection of or testing of DNA/physical evidence, including, but not limited to, any associated medical fees, laboratory fees, added personnel costs, court costs, and/or the cost of DNA collection kits.

1.4 COURT-ORDERED MEDICATIONS AND TESTING. ACH will not be financially responsible for any costs associated with court-ordered medications and/or testing.

1.5 CQI MEETINGS. ACH will review, at the scheduled Continuing Quality Improvement (CQI) meetings with the CHIEF or designee, the healthcare reports concerning the overall operation of the healthcare services program and the general health of the DETAINEES of the FACILITY.

1.6 DENTAL CARE. ACH will provide for DETAINEES dental triage screenings in accordance with criteria established by a licensed dentist for the purpose of identifying DETAINEES in need of serious dental services. ACH will not be financially responsible for any costs associated with dental care.

1.7 ELECTIVE CARE. ACH will not provide ELECTIVE CARE to DETAINEES. Decisions concerning ELECTIVE CARE will be consistent with the applicable American Medical Association (AMA) standards.

1.8 EMERGENCY CARE. ACH will provide emergency medical treatment to FACILITY staff, subcontractors and visitors who become ill or are injured while on the premises. ACH will stabilize all patients and refer for recommended treatment or care, as needed.

1.9 FACILITY STAFF – TB TESTING. ACH will provide for the FACILITY staff Tuberculosis (TB) skin tests, as directed by the CHIEF. ACH will administer TB testing for the FACILITY staff, as scheduled and required by the CHIEF, with the CITY providing the serum and related supplies. Upon the CHIEF's request, ACH will secure the serum and related supplies through the correctional pharmacy to secure the serum and related supplies at the best possible price. ACH will bill the CITY for any TB serum and related supplies used for FACILITY staff testing.

1.10 HEALTH EDUCATION. ACH will provide health education materials to the CHIEF for DETAINEE education.

1.11 HEALTH EVALUATIONS. ACH will provide for DETAINEES on-site health evaluations and medical care.

1.12 DETAINEE LABOR. DETAINEES will not be employed or otherwise engaged or utilized by either ACH or the CHIEF in the direct rendition of any healthcare services.

1.13 MANAGEMENT SERVICES. ACH will provide management services to include: a comprehensive Strategic Plan; Peer Review; CQI; Cost Containment; Utilization Management; and a Risk Management program specific to the FACILITY's medical operations.

1.14 MEDICAL CLAIMS RE-PRICING. ACH will not be responsible for the re-pricing of medical claims.

1.15 MEDICAL RECORDS. ACH will maintain, cause, or require being maintained complete and accurate medical records for each DETAINEE who has received healthcare services. The content of each medical record will be maintained in accordance with applicable laws, the Missouri Secretary of State's recordkeeping requirements, and the CHIEF's policies and procedures. The medical records will be kept separate from the DETAINEE's confinement record. A complete copy of the original applicable medical record will be available to accompany each DETAINEE who is transferred from the FACILITY to another location for off-site services or transferred to another institution.

1.15.0 CONFIDENTIALITY. Medical records will be kept confidential, subject to applicable laws regarding confidentiality of such records. ACH will comply with state and federal law and the CHIEF's policy with regard to access by DETAINEES and FACILITY staff to medical records. No information contained in the medical records will be released by ACH except as provided by the CHIEF's policy, a court order, or otherwise in accordance with applicable laws.

1.15.1 PROPERTY OF CHIEF. DETAINEE medical records will at all times be the property of the CHIEF, and will remain with the CHIEF. However, the CHIEF will provide ACH with reasonable ongoing access to all medical records, even after the expiration of this AGREEMENT, for the purpose of defending litigation.

1.15.2 AVAILABILITY. ACH will make available to the CHIEF, unless otherwise specifically prohibited, at the CHIEF's request, all records, documents, and other papers relating to the direct delivery of healthcare services to FACILITY DETAINEES hereunder.

1.16 MEDICAL SUPPLIES (DISPOSABLE). ACH will provide for DETAINEES disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be tongue blades, Band-Aids, gauze pads, medical tape, sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 tubing, urine test strips, syringes, gloves **for the medical staff**, med cups, lancets, ammonia ampules, cotton-tip applicators, and alcohol preps.

1.17 MEETINGS. ACH representatives will meet, in accordance with a schedule agreed to by the CHIEF and ACH, with the CHIEF or designee concerning procedures within the FACILITY, any proposed changes in health-related procedures, or other matters which either party deems necessary.

1.18 MENTAL HEALTH SERVICES – CRISIS INTERVENTION. ACH will refer DETAINEES to crisis intervention services when indicated. The crisis intervention services will be provided by the FACILITY staff in concert with ACH staff. ACH will coordinate with the medical and programming services (e.g., chemical dependence) at the FACILITY so that patient management is appropriately integrated, health needs are met, and the impact of any of these conditions on each other is adequately addressed. ACH will use an integrated and multidisciplinary team (including FACILITY staff) to develop treatment plans for DETAINEES displaying problematic behavior. ACH will not be responsible for the cost of mental health medications and/or services prescribed and/or provided by non-ACH employees.

1.19 MOBILE SERVICES. When MOBILE SERVICES are required for medical reasons, ACH will arrange for those services for DETAINEES in accordance with the CHIEF's policies and procedures. ACH will not be responsible for any costs associated with MOBILE SERVICES.

1.20 NON-MEDICAL CARE OF DETAINEES. ACH will not provide and/or be financially responsible for all other personal (non-medical) needs of the DETAINEES while in the FACILITY, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; facility cleaning for ectoparasites; personal hygiene supplies and services; clothing; and linen supplies.

1.21 OFF-SITE SERVICES. When OFF-SITE SERVICES are required for medical reasons, ACH will arrange for those services for DETAINEES and in accordance with the CHIEF's policies and procedures. ACH will not be responsible for any costs associated with OFF-SITE SERVICES.

1.22 ON-SITE TESTING. ACH will provide for DETAINEES on-site laboratory testing to include finger-stick blood sugar and urine dipstick for pregnancy and/or infection. ACH will also provide TB skin tests for DETAINEES as directed by the CHIEF. ACH will be financially responsible for the cost of the TB serum and related supplies.

1.23 OTHER SERVICES AND EXPENSES. ACH will not provide and/or be financially responsible for any services, supplies and/or equipment which are not specifically contained in this AGREEMENT.

1.24 PHARMACEUTICALS. ACH will provide DETAINEES pharmaceuticals including prescription medications, prescribed over-the-counter medications, psychotropic medications, and SPECIFIED MEDICATIONS. ACH will be financially responsible for the cost of prescription medications, prescribed over-the-counter medications, and psychotropic medications prescribed by ACH practitioners, with the following exception: ACH will not be financially responsible for the cost of SPECIFIED MEDICATIONS.

1.25 PRISON RAPE ELIMINATION ACT OF 2003 (PREA). ACH will adopt and comply with PREA, all applicable PREA standards, and the FACILITY's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the FACILITY. ACH acknowledges that, in addition to self-monitoring requirements, the FACILITY will conduct announced or unannounced compliance monitoring to include on-site monitoring. ACH understands that failure to comply with PREA, including PREA standards and the FACILITY's policies, may result in termination of this AGREEMENT.

1.26 CHIEF'S POLICIES AND PROCEDURES. ACH staff will operate within the requirements of the CHIEF's policies and procedures as communicated to ACH staff by the CHIEF or designee. Such policies and procedures may change from time to time; if so, the CHIEF or designee will promptly notify ACH staff, provide them with a written copy of the policy and/or procedure changes, and provide any necessary training to the ACH staff. Upon the CHIEF's request, ACH will assist the CHIEF in drafting **medical** policies and procedures.

1.27 STAFFING. ACH will provide staffing coverage as described in this section.

1.27.0 NURSING. ACH will provide on-site licensed practical nursing coverage to include up to ten (10) hours per week on a schedule approved by the CHIEF. When approved by the CHIEF or designee, hours worked in excess of the contracted amount will be billed monthly to the CITY at the prevailing wage and benefit rate of the ACH employee. For scheduled visits that fall on ACH CORPORATE HOLIDAYS,

coverage will not be provided. ACH may provide replacement nursing coverage in instances of absence exceeding five (5) consecutive days.

1.27.1 MEAL BREAKS. It is understood and agreed that ACH employees are allowed to leave the premises during the work day for meal breaks.

1.27.2 PRACTITIONER. A physician and/or MID-LEVEL PRACTITIONER will visit the FACILITY once every other week or as otherwise agreed by the CHIEF and ACH, and will stay until all work is completed. A MID-LEVEL PRACTITIONER will only be used with the approval of the CHIEF. The physician and/or MID-LEVEL PRACTITIONER will be available by telephone to the FACILITY and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on ACH CORPORATE HOLIDAYS, coverage will be provided by phone only.

ARTICLE 2:
DUTIES AND OBLIGATIONS OF THE CITY

2.0 BIOMEDICAL WASTE DISPOSAL. The CITY will be responsible for the provision of and cost of biomedical waste disposal services at the FACILITY consistent with all applicable laws. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.

2.1 CO-PAY. The CITY agrees to the use of a co-pay system, if permitted by law, for DETAINEE medical requests.

2.2 COURT-ORDERED MEDICATIONS AND TESTING. The CITY will be financially responsible for any costs associated with court-ordered medications and/or testing.

2.3 DENTAL CARE. The CITY will be financially responsible for any costs associated with dental care.

2.4 DUTY TO PROTECT DETAINEES. The non-delegable duty to protect DETAINEES is, and always will be, vested in the CHIEF. This AGREEMENT does not result in the assumption of a non-delegable duty by ACH. As such, the CHIEF specifically retains the duty and obligation for security of the DETAINEES.

2.5 HIRING OF ACH STAFF. While ACH is pleased to provide staffing during this engagement, ACH does not expect the CITY to offer permanent employment to ACH employees or independent contractors. ACH has a significant investment in the training and professional development of our employees and independent contractors and they are valued employees and independent contracts of ACH. If the CITY should hire any ACH employee or independent contractor during this AGREEMENT term or within one (1) year after this AGREEMENT's termination, the CITY will be billed a professional replacement fee of Ten Thousand Dollars ($10,000) to compensate ACH for each employee or independent contractor, with the following exception: this does not apply to any medical staff member who was employed by the CITY prior to this AGREEMENT.

2.6 HOME MEDICATIONS. The CITY agrees to the use of home medications, upon verification, which are brought into the FACILITY.

2.7 DETAINEE INFORMATION. The CHIEF will provide, as needed, information pertaining to DETAINEES that ACH and the CHIEF mutually identify as reasonable and necessary for ACH to adequately perform its obligations to the CHIEF and the CITY.

2.8 MEDICAL EQUIPMENT (DURABLE). Medical equipment remains the responsibility of the CHIEF. At the CHIEF's request, ACH may assist the CHIEF in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, emesis basin, CPR AmbuBag (adult & 2-way mask), refrigerator (small), and scales. Upon termination of this AGREEMENT, the medical equipment will be in good working order, with allowances made for reasonable wear and tear.

2.9 MOBILE SERVICES. The CITY will be financially responsible for any costs associated with MOBILE SERVICES.

2.10 OFFICE EQUIPMENT (DURABLE). The CHIEF will provide use of CITY-owned office equipment and all necessary utilities in place at the FACILITY's healthcare unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this AGREEMENT, the office equipment will be in good working order, with allowances made for reasonable wear and tear.

2.11 OFFICE SUPPLIES (DISPOSABLE). The CITY will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of DETAINEE healthcare services.

2.12 OFF-SITE SERVICES. The CITY will be financially responsible for any costs associated with OFF-SITE SERVICES.

2.13 PHARMACEUTICALS. The CITY will be responsible for the cost of SPECIFIED MEDICATIONS.

2.14 RECORD AVAILABILITY. During this AGREEMENT period, and for a reasonable time thereafter, the CHIEF will provide ACH, at ACH's request, the CHIEF's records relating to the provision of healthcare services to DETAINEES as may be reasonably requested by ACH in connection with an investigation of, or defense of, any claim by a third party related to ACH's conduct. As ACH may reasonably request, and consistent with applicable state and federal laws and the foregoing provision, the CHIEF will make available to ACH such records as are maintained by the CHIEF, hospitals, and other off-site healthcare providers involved in the care or treatment of DETAINEES (to the extent the CHIEF has any control over those records).

2.14.0 CONFIDENTIALITY. Any such information provided by the CHIEF to ACH that the CHIEF considers confidential will be kept confidential by ACH and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the CHIEF. Notwithstanding any provision of this AGREEMENT to the contrary, the CHIEF's internal affairs investigative records will not be required to be provided to ACH or any other person or entity (except as may be required by law).

2.15 SECURITY. The CHIEF will maintain responsibility for the physical security of the FACILITY and the continuing security of the DETAINEES. ACH and the CHIEF understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ACH, as well as for the security of DETAINEES and FACILITY staff, consistent with the correctional setting. The CHIEF will provide security sufficient to enable ACH and its personnel to safely provide the healthcare services described in this AGREEMENT. The CHIEF will screen ACH's proposed staff to ensure that they will not constitute a security risk. The CHIEF will have final approval of ACH's employees in regards to security/background clearance.

ARTICLE 3: COMPENSATION/ADJUSTMENTS

3.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The annualized amount to be paid by the CITY to ACH under this AGREEMENT is to be Thirty-Nine Thousand Seven-Hundred Ninety-Five Dollars and Sixty Cents ($39,795.60). The CITY will make monthly payments of Three-Thousand Three-Hundred Sixteen Dollars and Thirty Cents ($3,316.30), which is equal to 1/12 of the annualized amount, during the term of this AGREEMENT. ACH will bill the CITY approximately thirty (30) days prior to the month in which services are to be rendered. The CITY agrees to pay ACH prior to the tenth (10^{th}) day of the month in which services are rendered.

3.0.0 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary date of this AGREEMENT, the annualized amount of increase in compensation and per diem rates will be the Consumer Price Index (CPI) for medical care. The CPI will be calculated from the most recent CPI data as published by the Bureau of Labor Statistics.

3.1 QUARTERLY ADJUSTMENTS. Account reconciliation will be completed for variances in the ADP, non-covered pharmaceuticals purchased, and other expenses, such as equipment or services purchased by ACH (with prior approval of the CITY) on behalf of the CITY.

3.1.0 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the FACILITY census records. For billing purposes, the DETAINEE ADP will be 40. DETAINEES who are not presently incarcerated in the FACILITY (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the CITY. The ADPs reported to ACH should only be those DETAINEES presently incarcerated in the FACILITY.

3.1.1 PER DIEM. Per diem rate(s) are intended to cover additional costs in those instances where minor, short-term changes in the DETAINEE population results in the higher utilization of routine supplies and services. The per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the DETAINEE population grows significantly and is sustained. In such cases, ACH reserves the right to negotiate for an increase to its staffing and its contract price in order to continue to provide services to the increased number of DETAINEES and maintain the standard of care. ACH will request the monthly count for these separate populations on a quarterly basis. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of DETAINEES above or below the contracted ADP for that quarter multiplied by the per diem rate of $0.74 per DETAINEE per day. (Example: If the ADP for a quarter is 50, additional compensation due will be calculated as follows: 10 x $0.74 x 91)

3.1.2 ARREARS. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between ACH and the CITY. Payment of the adjusted amount will be due upon receipt of said invoice.

ARTICLE 4:
TERM AND TERMINATION

4.0 TERM. The term of this AGREEMENT will be from _____ at 12:01 A.M. through _____ at 11:59 P.M. This AGREEMENT will automatically renew for successive one (1) year periods unless either party gives thirty (30) days' written notice prior to the end of a term.

4.1 TERMINATION.

4.1.0 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT will be subject to annual appropriations by the BOARD. If funds are not appropriated for this AGREEMENT, then upon exhaustion of such funding, the CITY and the CHIEF will be entitled to immediately terminate this AGREEMENT without penalty or liability. Recognizing that such termination may entail substantial costs for ACH, the CITY and the CHIEF will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The CITY agrees to pay for services rendered up to the point of termination.

4.1.1 TERMINATION FOR CAUSE. The CITY and the CHIEF reserve the right to terminate this AGREEMENT immediately in the event that ACH discontinues or abandons operations, or if ACH fails to comply with any section or part of this AGREEMENT. The CITY will pay for services rendered up to and including the point of termination, but will not pay any penalty.

4.1.2 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the CITY, the CHIEF, or ACH may, without prejudice to any other rights they may have, terminate this AGREEMENT for their convenience and without cause, by giving thirty (30) days' advance written notice to the other party. If thirty (30) days' advance written notice is provided, termination will be without penalty to any of the parties. If the CHIEF or the CITY gives ACH less than thirty (30) days' advance written notice, the CITY agrees to pay to ACH a penalty equal to one (1) month's contract price as an early termination fee.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

5.0 ASSIGNMENT. ACH will not assign in whole or in part this AGREEMENT without the prior written consent of the CITY. ACH will not assign any money due or to become due under this AGREEMENT without the prior written consent of the CITY.

5.1 AUTHORITY. The persons signing below represent that they have the right and authority to execute this AGREEMENT for their respective entities and no further approvals are necessary to create a binding AGREEMENT.

5.2 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The CHIEF, the CITY, and ACH agree that no party will require performance of any ACH or CITY employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations.

5.3 COUNTERPARTS. This AGREEMENT may be executed in several counterparts, each of which will be an original and all of which together will constitute but one and the same instrument.

5.4 EFFECT ON PRIOR AGREEMENTS. This AGREEMENT will supersede and take precedence over prior agreements, except that letters and similarly related documents executed between ACH and the CITY and/or CHIEF prior to the signing of this AGREEMENT, that are not in conflict with this AGREEMENT, will remain in effect. All rights and obligations, monetary or otherwise, which may have accrued because of services rendered prior to the effective date of this AGREEMENT, will be satisfied.

5.5 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This AGREEMENT may be amended at any time only with the written consent of both parties.

5.6 EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of ACH to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex (including pregnancy), national origin, age, handicap or disability, citizenship, marital status, genetic information or characteristics, status as a Vietnam-era, special disabled, or other veteran who served on active duty during a war, campaign, or expedition, for which a campaign badge has been authorized, or an individual's status in any class protected by applicable federal, state, or local laws.

5.7 EXCUSED PERFORMANCE. In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

5.8 GOVERNING LAW. This AGREEMENT will be governed by the laws of the state of Missouri.

5.9 HOLD HARMLESS AND INDEMNIFY.

5.9.0 ACH will hold harmless and indemnify the CITY, CHIEF, and FACILITY (together with their respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its employees, which is related to medical treatment or care provided by ACH.

5.9.1 The CITY will hold harmless and indemnify ACH (and its employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the negligent,

reckless, intentional, or deliberately indifferent conduct of the CITY or its employees, which is related to medical treatment or care provided by ACH.

5.9.2 With respect to any claim for indemnification, the party claiming a right to indemnity will (i) give written notice thereof to the other party within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth, after written request therefore, the party claiming a right to indemnity will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

5.10 INDEPENDENT CONTRACTOR. It is understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this AGREEMENT. The employees or agents of ACH are not now, nor will they be deemed to be, employees of the CITY or the CHIEF. The employees of the CITY and the CHIEF are not now, nor will they be deemed to be, employees of ACH. ACH assumes all financial responsibility for the employees of ACH, such as wages and withholding taxes, social security, sales and other taxes, which may be related to the services to be provided under this AGREEMENT.

5.10.0 SUBCONTRACTING. In order to discharge the obligations hereunder, ACH may engage certain healthcare professionals as independent contractors rather than employees. As the relationship between ACH and these healthcare professionals will be that of independent contractor, ACH will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. ACH will exercise control over the manner of means by which these independent contractors perform their medical duties. This control will be exercised reasonably consistent with the independent medical judgment these independent contractors are required to exercise. ACH will exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this AGREEMENT. All terms and conditions of this AGREEMENT will be included in all such subcontracts. For each agent and subcontractor, including all medical professionals, practitioners, and nurses performing duties as agents or independent contractors of ACH under this AGREEMENT, ACH will provide to the CHIEF proof that, for each such professional, there is in effect during the period that person is engaged in the performance of this AGREEMENT, a professional liability or medical malpractice insurance policy, in an amount or amounts of One Million Dollars ($1,000,000) coverage per occurrence and Three Million Dollars ($3,000,000) annual aggregate coverage.

5.11 INSURANCE. ACH will procure and maintain in effect throughout the term of this AGREEMENT insurance policies with coverage not less than the types and amounts specified in this section.

5.11.0 Commercial Automobile Liability Insurance Policy with a limit of One Million Dollars ($1,000,000) per occurrence, covering owned, hired, and non-owned automobiles.

5.11.1 Commercial General Liability Insurance Policy with limits of One Million Dollars ($1,000,000) per occurrence and an annual policy aggregate of Two Million Dollars ($2,000,000).

5.11.2 Professional Liability Insurance, including Civil Rights Liability, with limits of One Million Dollars ($1,000,000) each occurrence / Three Million Dollars ($3,000,000) annual aggregate and Fifteen Million Dollars ($15,000,000) policy aggregate coverage.

5.11.3 Workers' Compensation Insurance and Employer's Liability Policies with limits of Five Hundred Thousand Dollars ($500,000) per incident.

5.11.4 ADDITIONAL INSUREDS. ACH agrees to name the CHIEF and the CITY as an additional insured under the Commercial Automobile, Commercial General, and Professional Liability portions of insurance and provide the CITY with a Certificate of Insurance specific to correctional facilities evidencing the terms of the insurance coverage and policy limits.

5.12 NOTICES. All notices to the CHIEF and/or the CITY will be addressed to the CHIEF at the Joplin City Police Department, 303 East 3rd Street, Joplin, MO 64801. All notices to ACH will be addressed to Advanced Correctional Healthcare, Inc., Attn: Corporate Attorney, 3922 West Baring Trace, Peoria, IL 61615.

5.13 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which either the CHIEF or the CITY are a party and which relate to the provision of healthcare to DETAINEES at the FACILITY. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.

5.14 SEVERABILITY. In the event any part of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of this AGREEMENT, which will remain in full force and effect and be enforceable in accordance with its terms.

5.15 WAIVER OF BREACH. The waiver of either party of a breach or violation of any part of this AGREEMENT will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.

_____ _____

Neil Leuthold, MBA Date
President/Comptroller

APPROVED AS TO FORM:

_____ _____

Assistant City Attorney Date

JOPLIN CITY, MISSOURI

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

BOARD OF POLICE COMMISSIONERS OF JOPLIN CITY, MISSOURI

_____ _____

Chief of Police Date

BUSINESS ASSOCIATE AGREEMENT

Definitions

Catch-all definition:

The following terms used in this Agreement will have the same meaning as those terms in the HIPAA Rules (https://www.federalregister.gov/articles/2013/01/25/2013-01073/modifications-to-the-hipaa-privacy-security-enforcement-and-breach-notification-rules-under-the): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" will generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Advanced Correctional Healthcare, Inc.

(b) Covered Entity. "Covered Entity" will generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean the Joplin City Police Department.

(c) HIPAA Rules. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours (except for any breaches putting patients at immediate risk of harm, which should be reported as soon as possible) and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement for the Provision of Health Services. The Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity will notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity will notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Agreement will be effective as of the date of the last signature hereto, and will terminate on the termination of the Agreement for Health Services or the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, will:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section will survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules.

(d) No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.

(e) Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.

(f) References. A reference in this Agreement to a section in HIPAA means the section as in effect or as amended, and for which compliance is required.

(g) Amendment. No amendment to this Agreement will be effective until reduced to writing and signed by the parties. Notwithstanding the foregoing, this Agreement will be deemed automatically amended to the extent necessary for Covered Entity to continue to comply with the requirements of HIPAA and its implementing regulations, as those requirements may be amended from time to time.

(h) Interpretation. Any ambiguity in this Agreement will be resolved in favor of a meaning that permits the Covered Entity, in the opinion of its counsel, to comply with HIPAA.

(i) Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision will not be construed as a waiver of any other term or provision.

(j) Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

(k) Conflict. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement will govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of the Business Associate to Covered Entity will apply to the breach of any term, condition or covenant contained in this Agreement by Business Associate.

(l) Headings. The headings of each section are inserted solely for purposes of convenience and will not alter the meaning of this Agreement.

(m) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date of the last signature hereto.

BUSINESS ASSOCIATE	**COVERED ENTITY**
ADVANCED CORRECTIONAL HEALTHCARE, INC.	JOPLIN CITY POLICE DEPARTMENT
_____	By: _____
Neil Leuthold, MBA President/Comptroller	Title: _____
_____	Date: _____
Date	

NEW BUSINESS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: SITE PLAN REVIEW FOR SW CORNER 20TH & CONNECTICUT
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Site Plans

Public Works Director: Nick Heatherly	Date: 11/22/2013
City Attorney: Brian Head	Date: 11/25/13
City Manager: R. Mark Rohr	Date: 11/25/13
Board or Commission: Planning and Zoning Commission	Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 076-13: Southwest corner of East 20th Street & Connecticut Avenue – A request for a Site Plan Review for Commerce Bank, a proposed commercial bank development in a C-1 PD (Neighborhood Commercial – Planned Development) and C-2 PD (Central Business District – Planned Development) zoning district – Commerce Bank / Howard + Helmer Architecture.

STAFF SUMMARY:
This Site Plan Review is for the development of a 12,336 square foot commercial bank building.

Access Management: The site will have two points of access, including one from East 20th Street and one from Connecticut Avenue. Future cross access will be provided to the property to the west. Sidewalk connections from the main entrance to both 20th and Connecticut have been added to create direct routes for pedestrians.

Parking: A total of 51 spaces have been provided, including 3 ADA spaces. An additional 4 spaces will be removed in the future when cross access is installed to the west.

Building Design & Materials: The site will contain a 12,336 square foot bank building that is predominantly brick and cast stone. The main building entrance will feature a focal point tower, which is required at major intersections such as 20th & Connecticut. The building design and materials meet the 20th Street Corridor requirements.

Landscaping and Open Space: The site meets all landscaping requirements and has provided a variety of street trees, parking lot trees, shrubs, and perennials throughout the site.

Buffering: Buffering is required along the south property line where the development backs up to multi-family residential. Approximately half of the south property line will have a 6 foot masonry wall with trees and shrubs. The remaining buffer will be a 20 foot natural buffer with a mix of deciduous and coniferous trees.

Storm water Management: Storm water detention will be provided on site near the west property line.

Staff recommends approval of Case 076-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Clive Veri with Commerce Bank and David White, Howard + Helmer Architecture, appeared to request the review of development plans for Commerce Bank. They plan the complete redevelopment of the southwest corner at 20th Street and Connecticut Avenue. The project consists of a 12,400 square foot new facility for Commerce Bank that will include drive-up ATM facilities as well. It will be a one-story masonry building with a corner tower element.

PUBLIC COMMENT:
None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Site Plan Review

CASE 076-13:

A request for a Site Plan Review for the development of a 12,336 square foot commercial bank building in C-1 PD (Neighborhood Commercial – Planned Development) and C-2 PD (Central Business District – Planned Development) zoning districts.

NAME OF PROJECT: Commerce Bank

LOCATION: Southwest Corner of E. 20th Street and Connecticut

APPLICANT: Commerce Bank / Howard + Helmer Architecture

CORRIDOR: E. 20th Street

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
C-1 PD (Neighborhood Comm. – Planned Development) & C-2 PD (Central Bus. Dist. – Planned Development)	Commercial (temporary Commerce Bank building)	250' x 415' / 100,700 ft² / 2.31 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-1 & C-O PD	C-3 PD	C-1 PD, R-3 PD & R-3	C-2 PD
Land Use	Vacant (former office)	Convenience Store	Multi-Family (under construction)	Vacant (former commercial)

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
E. 20th Street	Minor Arterial	85'
Connecticut Avenue	Minor Arterial	90'

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

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

DISCUSSION

This Site Plan Review is for the development of a 12,336 square foot commercial bank building.

Access Management: The site will have two points of access, including one from E. 20th Street and one from Connecticut Avenue. Future cross access will be provided to the property to the west. Sidewalk connections from the main entrance to both 20th and Connecticut have been added to create direct routes for pedestrians.

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Stormwater Management: Storm water detention will be provided on site near the west property line.

Staff recommends approval of Case 076-13.

ENCLOSURES:

Site Plan, Landscape Plan, and Building Elevations

CITY OF JOPLIN, MISSOURI

SITE PLAN REVIEW CHECKLIST

RECEIVED 10-25-13

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: P76-13
Filing: $350.00
Date Advertised: N/A
Date Notices Sent: N/A
Public Hearing Date: 11-11-13 / 12-2-13

I. Name of Project: Commerce Bank

II. Location of Project: E. 20th Street at Connecticut Avenue - SW Corner

III. Name of Owner: Commerce Bank, NA (under lease-purchase contract with TWH Properties)

IV. Name of Person who Prepared the Site Plan: David Riffel / David White, Howard + Helmer archite

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. ☒ ☐



0 105 210 420 630 840 Feet

Case 076-13: A request for a Site Plan Review for Commerce Bank at the Southwest corner of 20th Street & Connecticut Avenue.

N

Case 076-13: Southwest corner of East 20th Street & Connecticut Avenue – A request for a Site Plan Review for Commerce Bank, a proposed commercial bank development in a C-1 PD (Neighborhood Commercial – Planned Development) and C-2 PD (Central Business District – Planned Development) zoning district – Commerce Bank / Howard + Helmer Architecture.

Mr. Eastman opened the public comment period for Case 076-13.

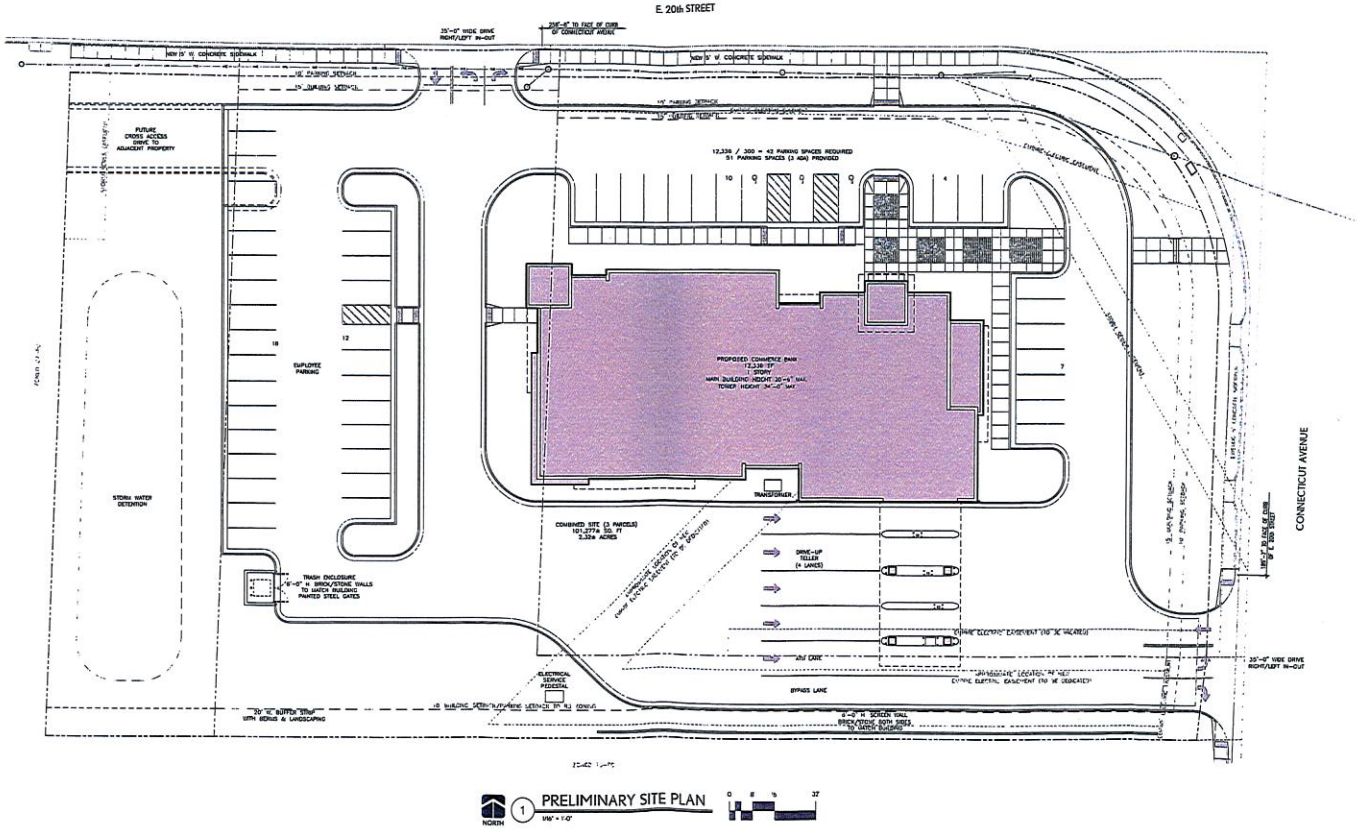
Mr. Clive Veri with Commerce Bank and David White, Howard + Helmer Architecture, 3500 North Rock Road, Wichita, Kansas, appeared to request the review of development plans for Commerce Bank. They plan the complete redevelopment of the southwest corner at 20th Street and Connecticut Avenue. The project consists of a 12,400 square foot new facility for Commerce Bank that will include drive-up ATM facilities as well. It will be a one-story masonry building with a corner tower element.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 076-13.

MR. SMITH MOVED, SECONDED BY MR. CORTEZ, THAT THE SITE PLANS AS PRESENTED IN CASE 076-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

PROJECT INFORMATION

GENERAL INFORMATION		BUILDING INFORMATION	
Project Purpose:	New/replacement Construction	Facility Use:	Retail sales/Office with Drive-Through Facilities
Facility Name:	Commerce Bank	Person Capacity:	21 employees
Facility Owner:	Commerce Bank, NA 1000 Walnut, Suite 700 Kansas City, MO 64106	Construction Type:	Type 5B
Property Owner:	TNM Properties (Currently in lease/purchase contract)	Occupancy Type:	B (Business)
Facility Address:	1304 & 7000 E 20th Street (at Connecticut Avenue) Joplin, MO 64801	Fire Sprinkler System:	Yes.
Local Fire Services:	City of Joplin, MO	Floor Allowable Area: Actual Building Area:	24,000 s.f. 12,338 s.f.
Authority Having Jurisdiction:	City of Joplin, MO	Allowable Height: Actual Height:	55'-0" 34'-0"
Applicable Codes:	2006 International Building Code 2006 International Plumbing Code 2006 International Mechanical Code 2006 International Building Fire Code 2008 National Electric Code Local Amendments	Allowable Stories: Actual Stories:	2 1
Zoning:	C-2 PD (Local parcel) C-1 PD (portion of west parcels) 20th St. and Connecticut Ave. Corridor Development Standards	Fire Protection:	Full coverage sprinkler system Emergency exterior lights with battery backup Exit signs with battery backup Addressable fire alarm Wall and attic joint blocking 2-plywood under shingles 2-plywood sheathing on roof



NORTH ① PRELIMINARY SITE PLAN
1/16" = 1'-0"

DATE
REVISED 10/24/2013
FOR SITE PLAN REVIEW:
REVISION #1

HOWARD+HELMER architecture
www.howard-helmer.com

PRELIMINARY
NOT FOR CONSTRUCTION

project no.
1204.020

Commerce Bank
NEW JOPLIN FACILITY
E. 20th STREET & CONNECTICUT AVENUE
JOPLIN, MISSOURI

sheet
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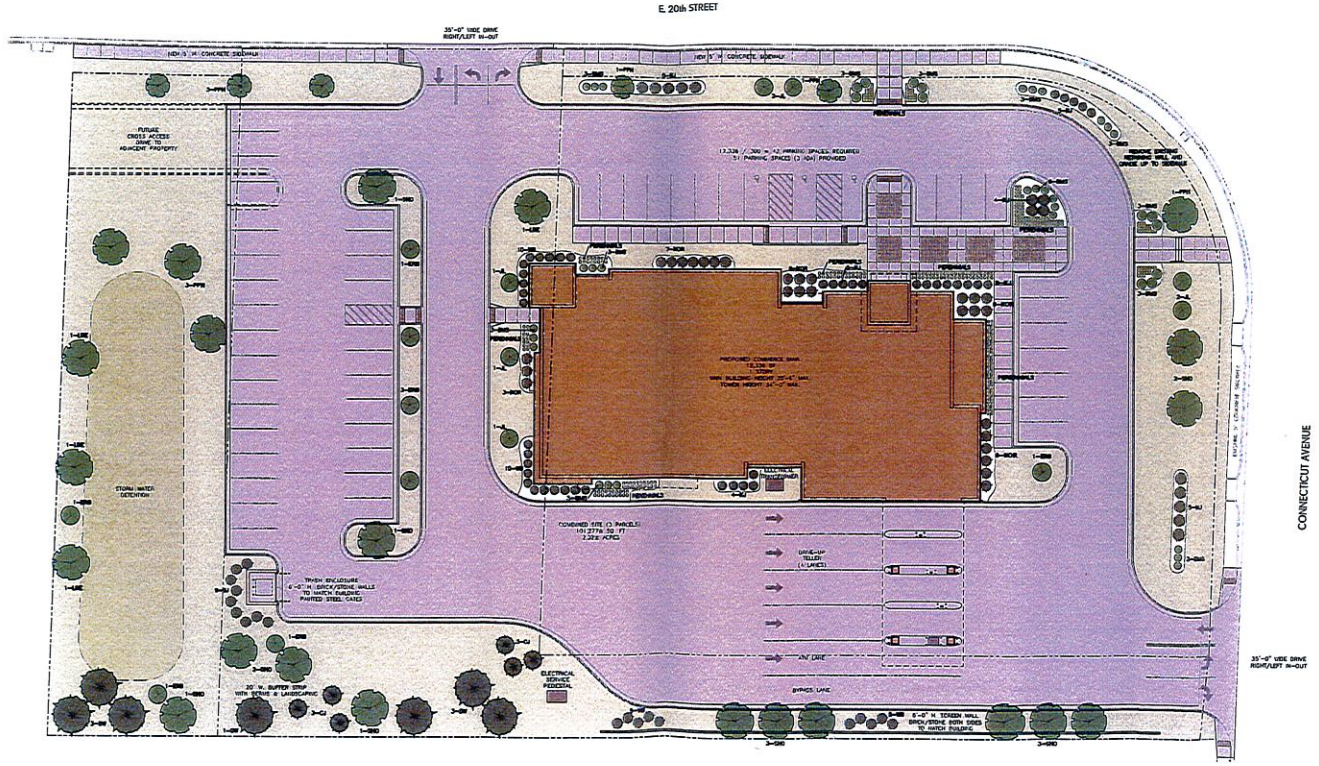
PLANT MATERIALS LIST

KEY	COMMON NAME	BOTANICAL NAME	SIZE	CONDITION
DECIDUOUS TREES				
ERB	EASTERN REDBUD	CERCIS CANADENSIS	2" CAL.	B & B
JL	JAPANESE TREE LILAC	SYRINGA RETICULATA	2" CAL.	B & B
LHE	LACEBARK ELM	ULMUS PARVIFOLIA	4" CAL.	B & B
PPH	PRAIRIE PRIDE HACKBERRY	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE'	3" CAL.	B & B
SHO	SHUMARD OAK	QUERCUS SHUMARDII	6" CAL.	B & B
CONIFEROUS TREES				
SW	WHITE SPRUCE	PICEA GLAUCA	6' HT.	B & B
CJ	CHINESE JUNIPER	JUNIPERUS CHINENSIS	6' HT.	B & B
SHRUBS				
BMS	BLUE+MIST SHRUB	CARYOPTERIS x CLANDONENSIS	5 GAL.	CONTAINER
KOS	KNOCKOUT ROSE	ROSA (RED FLOWERING)	5 GAL.	CONTAINER
KJ	KALLAY PFITZER JUNIPER	JUNIPERUS CHINENSIS 'KALLAYS COMPACTA'	5 GAL.	CONTAINER
SJ	SEA GREEN JUNIPER	JUNIPERUS CHINENSIS 'SEA GREEN'	5 GAL.	CONTAINER
WB	WINTER GEM BOXWOOD	BUXUS MICROPHYLLA VAR. KOREANA 'WINTER GEM'	5 GAL.	CONTAINER

LANDSCAPE MATERIALS

- TURF AREA (TALL FESCUE SOD)
- METAL EDGING (BLACK - INSTALL PER MANUFACTURER'S INSTRUCTIONS)
- GRADE A CEDAR MULCH (3-4" DEPTH FOR ALL TREE RINGS AND PLANTING BEDS)

NOTE: ENTIRE SITE WILL HAVE AUTOMATIC IRRIGATION SYSTEM (TURF SPRAYS OR ROTORS, SHRUB DRIP TUBING)



NORTH 1 PRELIMINARY LANDSCAPE PLAN

1/16" = 1'-0"

0 8 16 32

DATE

REVISED 10/04/2010 FOR SITE PLAN REVIEW

REVISION #1

HOWARD+HELMER architecture
www.howardandhelmer.com
2000 north main street
joplin, MO 64801-1729
417-624-8116 (p) 417-624-8118 (f)

PRELIMINARY

NOT FOR CONSTRUCTION

project no
0724-00

The drawings and all information shown on the drawings are the property of Howard & Helmer Architecture, P.A., and may not be reused for other projects without written agreement between Howard & Helmer Architecture, P.A. All rights reserved. Unauthorized use of these drawings and all information shown on the drawings is prohibited and will be prosecuted to the fullest extent of the law.

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Architecture, P.A.

Commerce Bank

NEW JOPLIN FACILITY
E. 20th STREET & CONNECTICUT AVENUE
JOPLIN, MISSOURI

Sheet

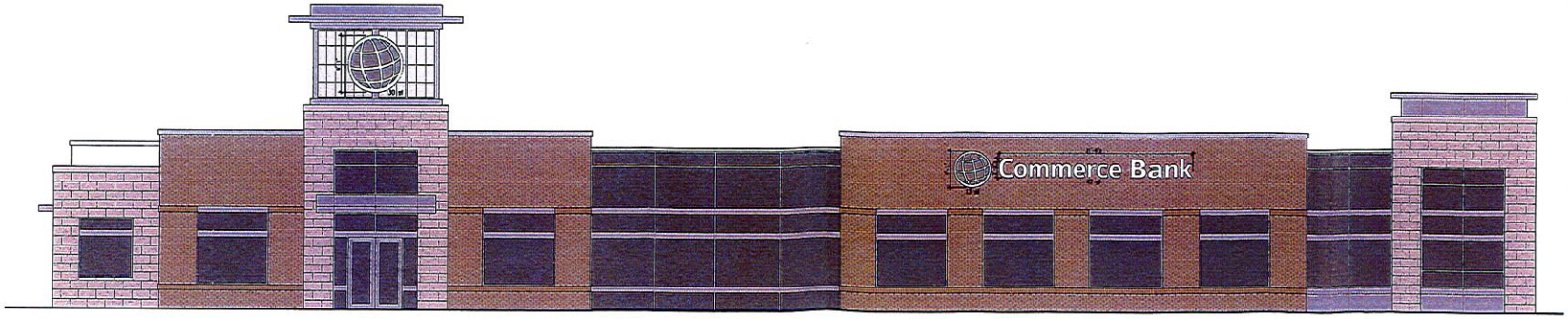
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BUILDING MATERIALS LEGEND

- MODULAR BRICK, RUNNING BOND
- MODULAR BRICK (ACCENT COLOR), SOLDIER COURSE, OUTSET 1/2"
- TEXTURED CAST STONE BLOCK VENEER, RUNNING BOND
- SMOOTH CAST STONE PARAPET CAP
- PREFINISHED METAL PARAPET CAP, LOUVER SUNSHADE OR TRIM
- PREFINISHED FLUSH METAL RAINSCREEN-TYPE PANEL SYSTEM
- ALUMINUM STOREFRONT WINDOW SYSTEM WITH INSULATED GLAZING
- INSULATED TRANSLUCENT WALL PANEL (KALWALL OR SIMILAR)



1 PRELIMINARY EAST ELEVATION
FROM CONNECTICUT AVENUE



2 PRELIMINARY NORTH ELEVATION
FROM 20th STREET

DATE
REVISED 10/04/2011
FOR SITE PLAN REVIEW
REVISION #1

HOWARD+HELMER
architecture
www.howardandhelmer.com

PRELIMINARY
NOT FOR CONSTRUCTION

project no.
1226H-00

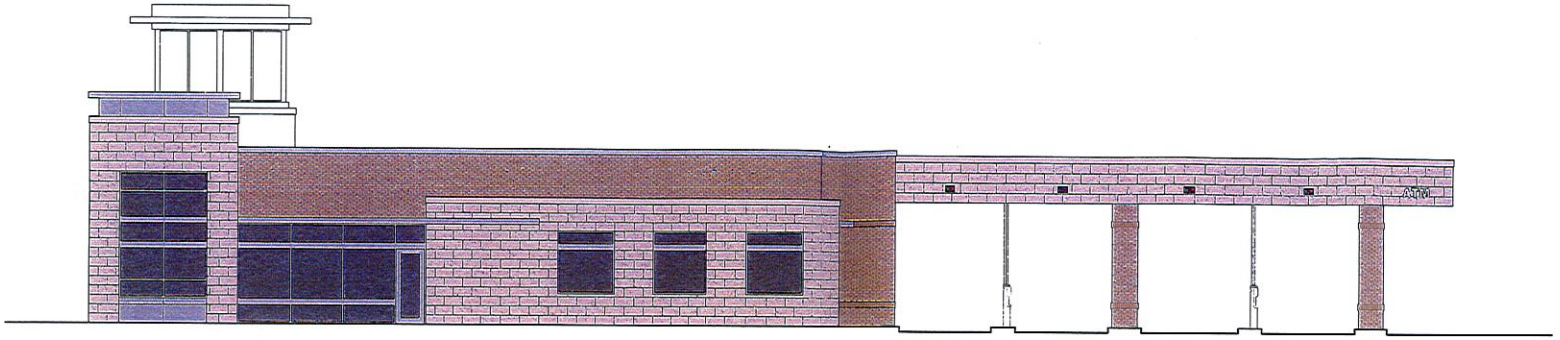
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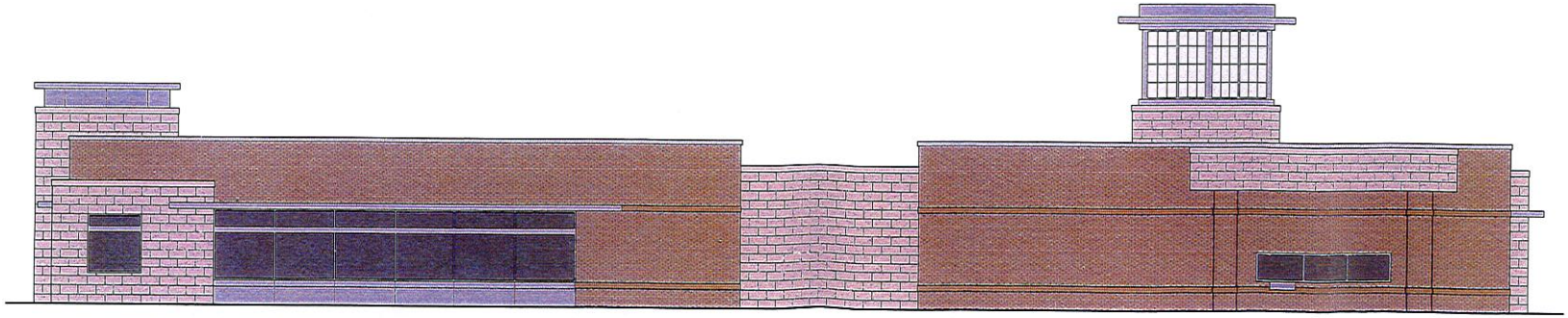
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BUILDING MATERIALS LEGEND

- MODULAR BRICK, RUNNING BOND
- MODULAR BRICK (ACCENT COLOR), SOLDIER COURSE OUTSET 1/2"
- TEXTURED CAST STONE BLOCK VENEER, RUNNING BOND
- SMOOTH CAST STONE PARAPET CAP
- PREFINISHED METAL PARAPET CAP, LOUVER SUNSHADE OR TRIM
- PREFINISHED FLUSH METAL RAINSCREEN-TYPE PANEL SYSTEM
- ALUMINUM STOREFRONT WINDOW SYSTEM WITH INSULATED GLAZING
- INSULATED TRANSLUCENT WALL PANEL (KALWALL OR SIMILAR)



3 PRELIMINARY WEST ELEVATION



4 PRELIMINARY SOUTH ELEVATION

DATE

REVISED 09-24-2010
FOR SITE PLAN REVIEW

REVISION #1

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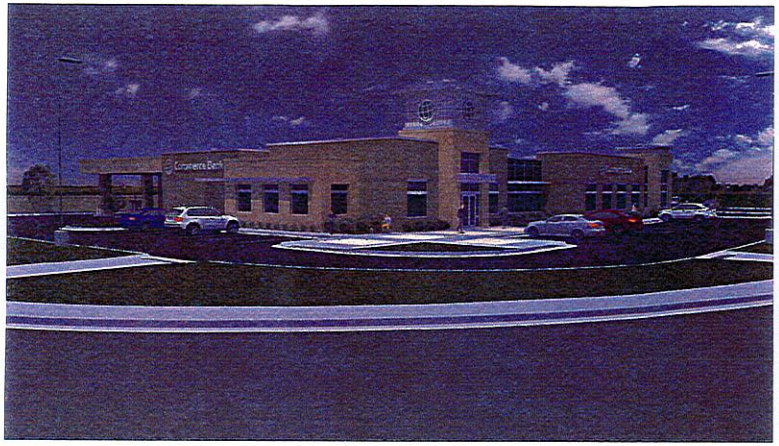
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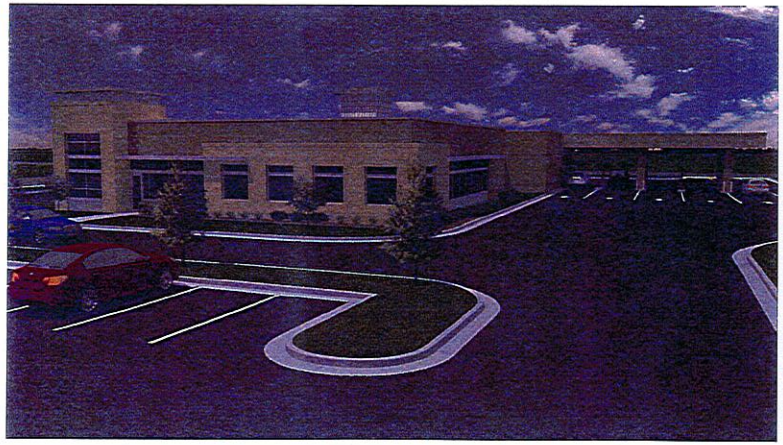
4



NORTHEAST VIEW



NORTHWEST VIEW



SOUTHWEST VIEW



SOUTHEAST VIEW

DATE

REVISED 10/24/2013
FOR SITE PLAN REVIEW

REVISION #1

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