

NOTICE OF OPEN MEETING

Posted 5:00 p.m. Friday, December 30, 2022 (posted outside Council Chambers door and inside the water department)

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, January 3, 2023 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

AGENDA REGULAR SESSION NEOSHO CITY COUNCIL

The agenda of this meeting includes:

OPENING PRAYER & PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA

1. December 20, 2022 Open Session Council Minutes
2. December 20, 2022 Closed Session Council Minutes
3. Bill No. 2022-99: Rezoning Request for Property Adjacent to 777 N Business 71
4. Bill No. 2022-100: Copier Maintenance Agreement with Lakeland
5. Bill No. 2022-101: Cemetery Software Contract with CemSites

VISITOR'S BUSINESS

NEW BUSINESS

1. Bill No. 2023-102: The Canopy Agreement for Alley Specifications
2. Bill No. 2023-103: Ballot Language for Adult Use Marijuana Sales Tax
3. **Public Hearing for Bill No. 2023-104: Amending Section 405.010 Definitions**
4. Bill No. 2023-104: Amending Section 405.010 Definitions
5. **Public Hearing for Bill No. 2023-105: Amending Section 405.110 District C-1 Retail Business District-Recreational Marijuana**
6. Bill No. 2023-105: Amending Section 405.110 District C-1 Retail Business District - Recreational Marijuana
7. **Public Hearing Bill No. 2023-106: Amending Section 405.130 C-3 Commercial Business District-Recreational Marijuana**
8. Bill No. 2023-106: Amending Section 405.130 C-3 Commercial Business District - Recreational Marijuana
9. Amendment to Electric Service Agreement with Liberty Utilities

January 3, 2023 City Council Meeting

REPORT OF CITY OFFICERS

CLOSED SESSION

1. Section 610.021 (2) RSMo...Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore.

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
December 20, 2022 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Jeremie Bridges opened with prayer and Mayor DeWitt led the pledge of allegiance.

CALL TO ORDER

Mayor DeWitt called the meeting to order at 7 p.m.

ROLL CALL

COUNCIL PRESENT:

Tyler DeWitt, Richard Davidson, Julie Humphrey, Ashton Robinson, Carl Cobb, Angela Thomas

COUNCIL ABSENT:

Charles Collinsworth

CITY OFFICERS PRESENT:

DAVID KENNEDY, CITY MANAGER; JORDAN PAUL, CITY ATTORNEY; CHEYENNE WRIGHT, CITY CLERK

Mayor DeWitt asked to excuse Councilman Charles Collinsworth.

Councilman Cobb made a motion to Excuse Councilman Collinsworth; Councilwoman Humphrey seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

APPROVAL OF AGENDA

Councilwoman Robinson made a motion to Approve the Agenda; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

CONSENT AGENDA

Councilman Cobb made a motion to Approve the Consent Agenda; Councilwoman Robinson seconded.

December 6, 2022 Open Session Council Minutes
December 6, 2022 Closed Session Council Minutes
December 8, 2022 Open Session Council Minutes
December 8, 2022 Closed Session Council Minutes
December 9, 2022 Open Session Council Minutes
December 9, 2022 Closed Session Council Minutes
Bill No. 2022-95 Agreement with CSG, LLC for Pre-Engineered Building
Bill No. 2022-96 Agreement with Locality Media First Due Software
Bill No. 2022-97 Surplus Totalled Vehicles
Bill No. 2022-98 Amending Section 410.080.F Subdivision Design Standards

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

PROCLAMATION

Proclamation for David Carter

Proclamation presented to David Carter by Mayor DeWitt and read in its entirety by City Clerk Wright.

CORRESPONDENCE

Thank you from the Neosho Chamber of Commerce

Thank you read in its entirety by City Clerk Wright from the Neosho Chamber of Commerce.

Thank you from Citizen to Kent Hartman and City Clerk

Thank you to city clerk and Kent Hartman read in its entirety by City Clerk Wright from a Neosho Citizen .

VISITOR'S BUSINESS

There were no visitors for visitor's business.

BIDS

Cemetery Software RFP

City Clerk Wright stated that staff sent out requests for proposals to four different companies for cemetery software. There were two packets received on time and one packet was received late and was not considered.

The two packets received were from the following:

CemSites \$17,000 plus \$3,000 for migration of data

Total \$20,000 (This includes all factors the city was looking for in this software.)

CIMS \$26,155 (This does not allow for any app for citizens to easily access information while at the cemetery and quickly find and walk to the grave using an app.)

Staff reviewed the two RFPs and found CemSites to be the most cost effective and the product that staff was looking for to retain the records of the cemetery, as well as allow families easy access to find their loved ones.

Councilman Cobb made a motion to Approve the CemSites RFP in the amount of \$20,000; Councilwoman Thomas seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

NEW BUSINESS

Public Hearing for Bill No. 2022-99 Rezoning for Property Adjacent to 777 N Bus. 71

Mayor DeWitt opened the public hearing for Bill No. 2022-99 Rezoning for Property Adjacent to 777 N Business 71 at 7:08 p.m.

There was nobody present to speak under the public hearing.

Mayor DeWitt closed the public hearing for Bill No. 2022-99 Rezoning for Property Adjacent to 777 N Business 71 at 7:08 p.m.

Bill No. 2022-99: Rezoning Request for Property Adjacent to 777 N Business 71

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, REZONING THE REAL PROPERTY DESCRIBED BELOW, GENERALLY LOCATED EAST OF 777 NORTH BUSINESS 71, FROM R-1, FIRST DWELLING HOUSE DISTRICT AND C-3 COMMERCIAL BUSINESS DISTRICT, TO ALL C-3, COMMERCIAL BUSINESS DISTRICT.

Attorney Paul read Bill No. 2022-99 read in title only.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2022-99 Rezoning Request for Property at 777 N Bus 71; Councilwoman Humphrey seconded.

Development Services Director Leavens addressed the Council stating that this property is currently zoned C-3 for the west part of the property and R-1 for the remainder. The owner wishes to have the entire property rezoned to C-3 for the purpose of building a mini-storage facility on the property. There has been no public inquiries or comment on the issue and while the Planning and Zoning Commission did not reach a quorum,

there were no members of the public present to speak about the rezoning.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Bill No. 2022-100: Copier Maintenance Agreement with Lakeland

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Lakeland Office Systems, L.L.C., an Oklahoma Limited Liability Company, for the purpose of providing multifunction printer maintenance and service for the not to exceed price of Nine Thousand and 00/100 Dollars (\$9,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2022-100 read in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2022-100 Copier Maintenance Agreement with Lakeland; Councilwoman Thomas seconded.

City Manager Kennedy stated that the city accepted bids for our annual copier maintenance for all departments, council approved awarding this bid to Lakeland Office Supplies. Staff requests council's approval to approve the contract with Lakeland Office Supplies.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Bill No. 2022-101: Cemetery Software Contract with CemSites

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Site Industries LLC, a Pennsylvania Limited Liability Company, for the purpose of providing cemetery software for the not to exceed price of Twenty Thousand and 00/100 Dollars (\$20,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2022-101 read in title only.

Councilman Cobb made a motion to Approve and discuss Bill No. 2022-101 Cemetery Software Contract with CemSites; Councilwoman Humphrey seconded.

City Clerk Wright addressed the City Council stating that staff had viewed multiple software companies to find the software that would fit best for the Neosho IOOF Cemetery. This would make it easier to find records for families, as well as allow families to look up the information on their own. This would include an app with a mapping system to allow families the ability to walk straight to the grave they are looking for. Staff sent out

four RFQ's and received two back on time for the bid opening and received one after the bid opening timeframe, which made this bid unacceptable.

CemSites \$17,000 plus \$3,000 for migration of data

Total \$20,000 (This includes all factors the city was looking for in this software.)

CIMS \$26,155 (This does not allow for any app for citizens to easily access information while at the cemetery and quickly find and walk to the grave using an app.)

Staff recommends moving forward with the CemSites Software for the Neosho IOOF Cemetery.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Raised Crosswalk for The Canopy Church

Public Works Director Siler addressed the Council stating that The Canopy has been trying to find a solution for their students to walk to their building in the alley between the Canopy church building and their other building.

The Traffic Commission approved the plans submitted by the Canopy unanimously.

Councilman Cobb made a motion to approve the raised crosswalk for The Canopy Church; Councilwoman Robinson seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Request for Purchase of 2023 Chevrolet Silverado 1500 - WW

City Manager Kennedy addressed the City Council stating that the purpose of this is for the replacement of a 2002 Chevy that was totaled in an accident. We cannot find any Ford or Dodge vehicles that are being put out.

We were able to find this vehicle at Griffiths
in the amount of \$37,760.00.

Councilwoman Humphrey made a motion to Approve the purchase of the 2023 Chevrolet Silverado 1500 for wastewater; Councilwoman Thomas seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None
Passed.

Request for Purchase of 2023 Chevrolet Silverado 1500-Parks

City Manager Kennedy addressed the City Council stating that the purpose of this is a budgeted item for a new truck for the parks department. This truck after rebates and state bid came in at \$39,554.00.

Councilwoman Thomas made a motion to Approve the purchase of the 2023 Chevrolet Silverado 1500 for the Parks Department; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

APPOINTMENTS AND VACANCIES

Planning and Zoning Commission

Letter of Resignation from Rachel Holcomb

Letter of Interest from Justin Morehead

Councilman Cobb made a motion to Approve the resignation of Rachel Holcomb and the Appointment of Justin Morehead to the P&Z Board; Councilwoman Robinson seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

REPORT OF CITY OFFICERS

Attorney Paul addressed the marijuana legislation and asked whether or not Council wished to go out for the 3% marijuana sales tax. He also addressed the Zoning Code on the signage. By a consensus of Council to bring the ballot language to Council on the 3% marijuana sales tax.

CLOSED SESSION

Section 610.021 (1) RSMo...Legal actions, causes of action of litigation involving a public governmental body and any confidential or privileged communications between public governmental body or its representatives and its attorneys.

Section 610.021 (2) RSMo...Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore.

December 20, 2022 - 7:00 PM

ADJOURN

Mayor DeWitt closed the open session, December 20, 2022, Council Meeting at 8:18 p.m. after a motion being made by Councilman Cobb and seconded by Councilwoman Robinson, all members voting in concurrence.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: December 20, 2022

ITEM: Bill No. 2022-99: Rezoning Request for Property Adjacent to 777 N Business 71

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2022-99 Rezoning 777 N Business 71
 2. 777 N Business 71 approximate Packet
 3. 777 N Bus 71 approx Letter
 4. Buffer map
-

PURPOSE:

The purpose of this item is to rezone property located behind the address of 777 N. Business 71 from a combination of C-3 and R-1 to all C-3.

BACKGROUND:

This property located behind 777 N. Business 71 is currently zoned C-3 for the west part of the property and R-1 for the remainder. The owner wishes to have the entire property rezoned to C-3 for the purpose of constructing a mini-storage facility on the property. There has been no public inquiries or comment on the issue and while the Planning and Zoning meeting did not reach a quorum, there were no members of the public were present.

RECOMMENDATION:

It is the recommendation of staff that the rezoning of the property to C-3 be approved by council.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, REZONING THE REAL PROPERTY DESCRIBED BELOW, GENERALLY LOCATED EAST OF 777 NORTH BUSINESS 71, FROM R-1, FIRST DWELLING HOUSE DISTRICT AND C-3 COMMERCIAL BUSINESS DISTRICT, TO ALL C-3, COMMERCIAL BUSINESS DISTRICT.

WHEREAS, an application has been filed by Steve Moser for a rezoning of the real property described below, generally located east of 777 North Business 71, from R-1, First Dwelling House District and C-3 Commercial Business District, to all C-3 Commercial Business District; and

WHEREAS, the applicant desires to rezone the real property for the purpose of constructing a mini storage facility; and

WHEREAS, after due public notice in the manner prescribed by law, the Planning and Zoning Commission was unable to reach a quorum to hold a public hearing for the consideration of the rezoning on December 13, 2022, and so was unable to render a decision to consider rezoning for said property; and

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing for the consideration of the rezoning on December 20, 2022 and rendered a decision to approve the rezoning for said property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI AS FOLLOWS:

SECTION 1: That the real property described in Exhibit A, attached hereto and incorporated by reference, is hereby rezoned from R-1 First Dwelling House District and C-3 Commercial Business District to all C-3 Commercial Business District.

SECTION 2: That the City Manager, or his designee, is hereby authorized and directed to update the City's Zoning District Map to reflect this rezoning.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2022, by a vote of _____.

Signatures on Next Page

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

EXHIBIT A

Legal Description.

All

Part of the East Half of the Northeast Quarter of the Northeast Quarter of Section 23, Township 25 North, Range 32 West, Newton County, Missouri; described as beginning at the Southwest corner of said East Half Northeast Quarter Northeast Quarter of Section 23; thence with the West line thereof North 00 degrees 00 minutes 41 seconds East, 200.00 feet to a found iron pin; thence South 89 degrees 46 minutes 55 seconds East, 217.79 feet; thence South 00 degrees 00 minutes 41 seconds West, 200.00 feet to the South line of said East Half Northeast Quarter Northeast Quarter of Section 23; thence North 89 degrees 46 minutes 55 seconds West 217.79 feet to the point of beginning, subject to a strip of 50 feet equal and uniform width across the West and South sides thereof for utility easement and to any easements or rights of way of record or of fact, said easement reserved unto the Grantors herein, their heirs and/or assigns.



Planning and Zoning Department
City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

PROCEDURE FOR REZONING , SPECIAL USE PERMIT AND ABANDONMENT/VACATION OF STREETS and ALLEYS

- Applications shall be made on forms provided by the Planning and Zoning Department at City Hall.
- Filing fee, plus cost for publication and notice shall be paid when application is filed with **all** required attachments. **Required attachments are as follows:**
 1. Receipt for payment of applicable fee plus publication cost.
 2. List of property owners with 200 feet of said property (name, address, and parcel number)*
 3. Map of lots and streets within at least 300 feet *
 4. Copy of Deed *
- At the time of filing, the City Clerk shall note on the application the date of filing and make a permanent record of notation.
- Application shall go before the Planning and Zoning Commission within two (2) regular meetings from the date of filing. See attached schedule.
- Before the hearing, a Notice shall be published in the newspaper, and four (4) signs shall be posted on the property announcing hearing dates.
- At the hearing, the Commission shall make a report of their **recommendation** to approve or deny the application. This is **NOT** a final decision.
- The application and the Commissions recommendation shall then go before the City Council at the next regularly scheduled meeting. A notice shall be published announcing the hearing at least once, prior to hearing date.

* Available at the County Assessors office

Note: If an objection is received by property owners of at least two-thirds of the surrounding 185 feet of property, then the rezoning must be passed by a four-fifths vote.



Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

PLANNING AND ZONING APPLICATION

PROJECT TITLE & TYPE

- | | |
|---|---|
| ☐ Preliminary Plat / Site Plan | ☐ Vacation of Right-of-Way |
| ☐ Special Use Permit | ☐ Board of Adjustments |
| ☒ Rezoning | ☐ Vacation of Easement |
| ☐ Final Plat / Site Plan | ☐ Other _____ |

INFORMATION

APPLICANT		PROJECT	
Name	<u>STEPHEN P. MOSER</u>	Project Location	<u>16-6.0-23-001-001-001.006</u>
Address	<u>11633 Hwy NW</u>	Existing Use	<u>R1 AT VACANT</u>
Phone	<u>417-592-0557</u>	Proposed Use	<u>C3 STORAGE UNIT</u>
Contact Person Name	<u>STEVE MOSER</u>	Existing Zone	<u>R1</u>
Contact Person Phone	_____	Proposed Zone	<u>C3</u>

SIGNATURE OF OWNERS & DATE

The above information and the attached list of property owners and the area map are true and accurate to the best of my knowledge.

[Signature]

Signature of Owner

Nov 8, 2022

Date

[Signature]

Signature of Co-Owner

Nov. 8, 2022

Date

Staff Use Only

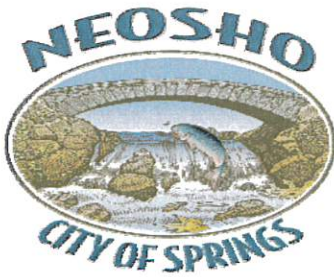
Application Accepted...

Date _____

Time _____

By _____

- | |
|---|
| ☐ Application Fee Received |
| ☐ Deed Attached |
| ☐ Parcel Map Attached |
| ☐ Property Owners Within 200 Ft Attached |
| ☐ Publication Fee Received |



Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

PLANNING AND ZONING APPLICATION

Neighboring property owners, within 200 feet of property proposed to be rezoned :

NAME	STREET ADDRESS-MAILING ADDRESS (if different)	PARCEL NUMBER
HKC Properties LLC		16-6.0-23-001-001-004-018.000
GARY PAUL SPICER		16-6.0-23-001-001-005.000

Area map: This application must include a map showing all lots, streets and alleys in the area requested to be rezoned and the surrounding area within at least 300 feet. Map scale shall be one inch = 100 feet.

Image# 002805040002 Type: LAN
Recorded: 06/29/2006 at 03:12:26 PM
Total Amt: \$27.00 Page 1 of 2
Newton County Recorder
Lenora Hyder Recorder of Deeds
File# 2006-00006481
BK 355 PG 6409



\$21.00

Indelible

24148 \$246.00
Warranty Deed

THIS DEED, Made and entered into this 21st day of June, 2006, by and between David R. Yates and Patti G. Yates, husband and wife party or parties of the first part, of Newton County, State of Missouri, Grantor(s) and Stephen P. Moser and Connie L. Moser, husband and wife party or parties of the second part, of Newton County, State of Missouri, Grantee(s).

Grantee's mailing address is: 777 North Business 71

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Newton and State of Missouri, to wit:

Part of the East Half of the Northeast Quarter of the Northeast Quarter of Section 23, Township 25 North, Range 32 West, Newton County, Missouri; described as beginning at the Southwest corner of said East Half Northeast Quarter Northeast Quarter of Section 23; thence with the West line thereof North 00 degrees 00 minutes 41 seconds East, 200.00 feet to a found iron pin; thence South 89 degrees 46 minutes 55 seconds East, 217.79 feet; thence South 00 degrees 00 minutes 41 seconds West, 200.00 feet to the South line of said East Half Northeast Quarter Northeast Quarter of Section 23; thence North 89 degrees 46 minutes 55 seconds West 217.79 feet to the point of beginning, subject to a strip of 50 feet equal and uniform width across the West and South sides thereof for utility easement and to any easements or rights of way of record or of fact, said easement reserved unto the Grantors herein, their heirs and/or assigns.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2006 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

David R. Yates
David R. Yates

Patti G. Yates
Patti G. Yates

6-21-06

6-21-06

Newton County, Missouri

STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

On this 21 day of June, 2006

before me personally appeared David R. Yates and Patti G. Yates, husband and wife
to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that
they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in
Neosho, Missouri, the day and year first above written.

My term expires the 21st day of May, 2007. Signature [Signature]

(SEAL) **STEPHEN P. MOSER**
Notary Public - State of Missouri
County of Newton
My Commission Expires May 21, 2007

Type or Print Stephen P. Moser
Notary Public

Newton County, Missouri

Neosho, MO



Legend

- Neosho Streets
 - <all other values>
 - INTERSTATE
 - U.S. HIGHWAY
 - STATE HIGHWAY
 - ALLEY
 - CITY STREET
 - NAMED COUNTY ROAD
 - PLATTED/UNDEVELOPED
 - UNNAMED
 - VACATED STREET
- Edit Road Rating
- Parcel
- Corporate Limit Line



Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

- Neosho Streets
- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET
- Edit Road Rating
- Zoning

- AG
- R-1
- R-2
- R-3
- C-0
- C-1
- C-2
- C-3
- M-1
- M-2
- RD-1
- Parcel

Notes



1:2,014



335.7 0 167.84 335.7 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

16-6.0-23-001-001.006

MOSER, STEPHEN P. & CONNIE L.

C/O:

DBA:

Tax ID#

14357 HERON DR

5-23530-150

NEOSHO MO 64850-0000

Property Description

Sec-Twp-Rng	Land Type	Lot Size	Calc Acre
-------------	-----------	----------	-----------

E1/2 NE1/4 NE1/4 BEG SW COR N 200° E 217.79' S 200° W 217.79' TO POB & PT SW1/4 NE1/4 BEG SE COR W 23.97' N 12° W 199.08' N 89° E 70.72' S 200° TO POB

23-25-32

III

1.25

NE1/4 BEG SE COR W 23.97' N 12° W 199.08' N 89° E 70.72' S 200' TO POB

Book-Page	Date Acq
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94	1/1/19
95	1/1/19
96	1/1/19
97	1/1/19
98	1/1/19
99	1/1/19
100	1/1/19

355-06409	2006-06-29	5	5	0	4	5	1	0	6
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TYPE	LAND VAL	STRUCT VAL	TOTAL VAL	TOTAL ASSESS
RES	\$12,900	\$0	\$12,900	\$2,450
AGR	\$0	\$0	\$0	\$0
COMM	\$0	\$0	\$0	\$0
VAC	\$0	\$0	\$0	\$0
TOTALS	\$12,900	\$0	\$12,900	\$2,450

#	AG LAND ACRES	GRADE	PER ACRE	VALUATION
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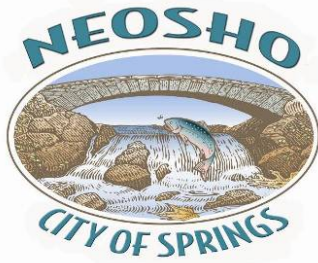
LAND DATA											
CLASS	TYPE	AVG	DF	SFF	FF/ACRES	DEPTH	UNIT PRICE	DEPTH FAC	ADJ FAC	ADJ AMT	VALUATION
1	9	0	0	0	1.25	0.0	12900.00	0.00	0.00	0.00	12900.00

IMPROVEMENTS

Bldg No.	Struct	Yr Built	Yr Rem	Eff Yr	Stor	Bd Rm	Class Room	Class RateCd	Const Units	Total Units	Base Rate	Adj Index Rate	SqFt Cost	Base Area	Adj Area	Base Cost	Extra Feat	Replace Cost	Phy Cond	Adj Cond	Appraised Value
101	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
102	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
103	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
104	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
105	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
106	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
107	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
108	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
109	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
110	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
111	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
112	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
113	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
114	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
115	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
116	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
117	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
118	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
119	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
120	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
121	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
122	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
123	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000
124	A	1985				12	1		100	100	1.00	1.00	1000	1000	1000	1000	0	1000	Good	Good	100000

Tax History For 16-6.0-23-001-001-001.006

Year	Name	Date Paid	Amount Paid	Amount Due
2016	MOSER, STEPHEN P. & CONNIE L.	2016-11-16	82.80	0.00
2017	MOSER, STEPHEN P. & CONNIE L.	2018-01-09	98.34	0.00
2018	MOSER, STEPHEN P. & CONNIE L.	2019-03-20	124.60	0.00
2019	MOSER, STEPHEN P. & CONNIE L.	2019-12-19	97.54	0.00
2020	MOSER, STEPHEN P. & CONNIE L.	2020-12-31	107.08	0.00
2021	MOSER, STEPHEN P. & CONNIE L.	2021-12-27	134.43	0.00
2022	MOSER, STEPHEN P. & CONNIE L.		0.00	135.02



Development Services

203 E. Main St
Neosho, Mo. 64850

(417) 451-8050

Notice of Meeting

Property owner,

You are receiving this letter to inform you that on ***December 13, 2022*** in the Neosho City Hall Council Chambers located at 203 East Main Street, we will be holding a Planning and Zoning Meeting & Public Hearing to discuss a rezoning request for property located behind 777 N. Business 71.

The City has been petitioned for a zoning change for this R-1 First Dwelling Houses District zoned property to C-3 Commercial Business District for use as a Mini Storage Facility.

You *are not required* to be at the meeting but if you would like to attend, please feel free to do so.

Please feel free to contact my office at (417) 451-8050, regarding any questions you may have or for further information.

Sincerely,

Richard Leavens
City of Neosho
Development Services

Neosho, MO



Legend

- Neosho Streets
 - <all other values>
 - INTERSTATE
 - U.S. HIGHWAY
 - STATE HIGHWAY
 - ALLEY
 - CITY STREET
 - NAMED COUNTY ROAD
 - PLATTED/UNDEVELOPED
 - UNNAMED
 - VACATED STREET
- Edit Road Rating
- Parcel
- Corporate Limit Line



1 : 4,564



Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

REQUESTED COUNCIL MEETING DATE: December 20, 2022

ITEM: Bill No. 2022-100: Copier Maintenance Agreement with Lakeland

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2022-100 Lakeland Office Systems Inc. RE copiers - 2023
 2. City of Neosho Maintenance Agreement 12092022
-

PURPOSE:

To accept the annual maintenance agreement with Lakeland Office Systems.

BACKGROUND:

The City of Neosho accepted bids for our annual copier maintenance for all departments, council approved awarding this bid to Lakeland Office Supplies. Attached is the annual agreement for those services.

RECOMMENDATION:

To accept the agreement as presented and authorize the mayor to execute it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Lakeland Office Systems, L.L.C., an Oklahoma Limited Liability Company, for the purpose of providing multifunction printer maintenance and service for the not to exceed price of Nine Thousand and 00/100 Dollars (\$9,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Lakeland Office Systems, L.L.C., an Oklahoma Limited Liability Company, for the purpose of providing multifunction printer maintenance and service for the not to exceed price of Nine Thousand and 00/100 Dollars (\$9,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

MAINTENANCE - SERVICE AGREEMENT

 DATE: **12/09/2022**

SERVICE COMMENCEMENT DATE:

PLEASE NOTE: THE TERMS AND CONDITIONS ON PAGE TWO ARE PART OF THIS AGREEMENT

The customer acknowledges that they have read this agreement, understand it, and agrees to be bound by its terms and conditions. Further, the Customer agrees that it is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals or prior Agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

Customer hereby orders Lakeland Office Systems, Inc. and Lakeland Office Systems, Inc. agrees to provide such service on the equipment listed on the face of this Agreement.

CUSTOMER NAME: City of Neosho	CUST#: JO2058	EQUIP#:
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ADDRESS: 203 E Main Street	CITY, STATE: Neosho, MO	ZIP: 64850
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PHONE: 417-451-8050	FAX:	EMAIL:
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 MODEL/SERIAL #: **Schedule A Including Make/Models to be Attached**

ACCESSORIES INCLUDED:

BEGINNING METER READINGS

 TERM OF AGREEMENT (MONTHS): **12**

 MAINTENANCE CHARGE OF: **\$2,250.00**
☐ Per Month ☒ Per Quarter ☐ Per Year

 INCLUDES: **93,000 B&W copies (pages)**
☐ Per Month ☒ Per Quarter ☐ Per Year

 INCLUDES: **27,000 Color copies (pages)**
☐ Per Month ☐ Per Quarter ☐ Per Year

 OVERAGE BILLED AT: **.007 For B&W copies (pages)**
☐ Per Month ☒ Per Quarter ☐ Per Year

 BILLED AT: **.05 For COLOR copies (pages)**
☐ Per Month ☒ Per Quarter ☐ Per Year

AGREEMENT COVERAGES - COPIERS



FULL COVERAGE (INCLUDES TONER)

Includes all parts, labor, trip charges, drum, toner, developer and stated base copies/prints. **Excludes paper, staples, and additional charges for copies/prints in excess of stated base copies/prints allowed.**



SERVICE COVERAGE (EXCLUDES TONER)

Includes all parts, labor, trip charges, drum, and stated base copies/prints. **Excludes all toner, developer, starter cleaning webs, paper, staples, and additional charges for copies/prints in excess of stated base copies/prints allowed.**

X

/2022

CUSTOMER SIGNATURE/TITLE

DATE

LOS APPROVED FOR SERVICE

RETURN TO: Lakeland Office Systems, Inc. • P.O. Box 1029 • Miami, OK 74355-1029

ACCEPTANCE

Acceptance of this agreement by Lakeland Office Systems, Inc., herein after referred to as LOS, is contingent upon the absence of any mathematical error and upon consistency with LOS's then current prices. Unless the Customer is advised to the contrary within 15 days from the signing of this Agreement, this Agreement is accepted by LOS as written, and is in full force and effect on the date signed by LOS. It is understood that the equipment covered by this Agreement is in good condition at time of acceptance of Agreement. This Agreement shall not be deemed in force and operable until accepted and approved by a LOS Corporate officer. By providing mailing address, email address, telephone number and fax number I consent to receive communications sent by or on behalf of LOS by way of the U.S. mail, email, telephone, or fax. I understand that in accordance with this privacy statement, LOS will not share any of the below information with any outside organizations. I understand that I may revoke this consent by contacting LOS in writing and allowing them 30 days to change my status.

TERM

This Agreement will remain in force from service commencement date until expiration of agreed term listed on front of document, and will automatically renew without thirty day prior written notice. The Customer cannot terminate this Agreement or withdraw any machine from this Agreement without written consent from LOS and may forfeit all or some of contract price. LOS reserves the right to increase contract charges on an annual basis.

SERVICE AVAILABILITY

LOS will provide service availability during LOS's normal business hours while the machine is located at the address on the face of this Agreement. This service to keep the machine(s) in good working order includes maintenance based upon the specific needs of the individual machine as determined by LOS, and unscheduled, on call remedial maintenance. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by LOS. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of LOS. Service provided under this Agreement does not assure uninterrupted operation of the machine(s).

CHARGES

The customer agrees to pay the Maintenance Charge as shown on the face of this Agreement in accordance with the current practice then in effect, from the Service Commencement Date up to, but not including the first day of the Renewal Month.

If the Customer requests service to be performed at a time outside LOS's normal business hours, there will be no additional charge for maintenance parts; however, the service, if available, will be furnished at LOS's applicable hourly rates and term then in effect.

Changes in machine specifications may result in an adjustment of the Service Charge. Such adjustment will become effective upon the installation of the specification change.

Customer agrees to;

- a) Provide LOS with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
- b) Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or LOS technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.

TAXES

In addition to the charges due under this Agreement, the Customer agrees to pay amount equal to and taxes resulting from this Agreement, or any activities hereunder, exclusive of taxes based upon net income.

INVOICING

The Service Charge and Zone Charge, if any, will be invoiced in advance. Payment shall be due within 10 days after the date of the invoice. All other charges due hereunder are payable as specified in the invoice. The Service Charge and Zone Charge, if any, for a partial month's service will be prorated on the basis of a 30 day month.

EXCLUSIONS

Service provided by LOS under this Agreement does not include:

- a) repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities prescribed by LOS including, but not limited to, the failure of adequate electrical power, air conditioning or humidity control.
- b) repair of damage or increase in service time caused by the use of the machines for other than ordinary use for which designed.
- c) repair of damage or increase in service time caused by the use of supplies that do not meet OEM specifications.
- d) repair of damage or increase of service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and

lightning; transportation; neglect or misuse; alterations, which shall include, but not be limited to, any deviation from said machines original physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnection to said machine or no LOS equipment and devices, not supplied by LOS.

- e) furnishing supplies (as designated by LOS) or accessories, painting or refinishing the machine(s) or furnishing material therefore inspecting altered machine(s), making specification changes or performing services connected with relocation of machine(s), or adding or removing accessories, attachments or other devices.
- f) electrical work external to the machines or maintenance of accessories, alterations, attachments or other devices not furnished by LOS, and such service which is impractical for LOS to render because of alterations in, or attachments to the machines.
- g) circuit board failures, print boards, fax boards, & scanner boards, unless an LOS approved surge protection device is installed in line with the listed equipment.
- h) replacement or repair of any external network devices; to include, but not to be limited to; software, OS software, drivers, updates, cabling or hardware outside of the equipment under contract that was NOT a part of the original installation of the covered device. Service if available will be furnished at LOS's applicable Networking Services hourly rates and terms then in effect.
- i) network changes or modifications made on clients' network system, by the client, that alter or inhibit the operation of the serviced equipment. Service to restore full functionality to the serviced equipments network applications, if available, will be furnished at LOS's applicable Networking Services hourly rates and terms then in effect.

ACCESS TO MACHINES

LOS shall have full and free access to the machine(s) to provide service thereon.

If person other than LOS representatives shall perform maintenance or repair of a machine, and as a result further repair by LOS is required, such further repairs will be made at LOS's applicable time and material rates and terms then in effect. If such additional repair is required, LOS may withdraw the machine from this Agreement upon 30 days prior written notice to the Customer following any repetition of the need for additional repair of such machine caused by non LOS service activity.

DISCLAIMER AND LIMITATION OF LIABILITY

In no event will LOS be liable for lost profits, or other consequential damages, even if LOS has been advised of the possibility of such damages or for any claim against the customer by any other party.

GENERAL

Subject to the terms of the following paragraph, LOS may modify the terms and conditions of this Agreement effective on the Renewal Month by providing the Customer with one month's prior written notice.

Any such modification will apply unless the Customer exercises the option to terminate this Agreement or withdraw the machine(s) affected by such modifications. Otherwise, this Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and LOS and variance from the terms and conditions of this Agreement in any customer order or other written modification will be of no effect.

LOS's services provided outside the scope of this Agreement will be furnished at LOS'S -applicable time and material rates and terms, then in effect.

LOS is not responsible for failure to render service due to causes beyond its control.

Either party may withdraw any machine or all machines from this agreement for failure of the other to comply with any of its terms and conditions, including withdrawal of any individual machine by LOS when the customer is in default for payment of service not covered under this Agreement, when such service was provided by LOS for that machine.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the case of nonpayment, more than two years from the date of the last payment.

This Agreement will be governed by the laws of the states in which we operate.

Service is our business!!! This contract is a commitment to your business from our business. Have questions? Call us at (800) 798-8606 or e-mail us at dispatch@lakelandoffice.com

REQUESTED COUNCIL MEETING DATE: December 20, 2022

ITEM: Bill No. 2022-101: Cemetery Software Contract with CemSites

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2022-101 CemSite Industries LLC RE cemetery software
 2. CemSites License Agreement-Cemetery Software
 3. CemSites Fee Schedule
-

PURPOSE:

Staff requests council to approve Bill No. 2022-102 for the purchase of cemetery software.

BACKGROUND:

Staff viewed multiple software companies to find the software that would fit best for the Neosho IOOF Cemetery. This would make it easier to find records for families, as well as allow families to look up the information on their own. This would include an app with a mapping system to allow families the ability to walk straight to the grave they are looking for. Staff sent out four RFQ's and received two back on time for the bid opening and received one after the bid opening timeframe, which made this bid unacceptable.

CemSites \$17,000 plus \$3,000 for migration of data

Total \$20,000 (This includes all factors the city was looking for in this software.)

CIMS \$26,155 (This does not allow for any app for citizens to easily access information while at the cemetery and quickly find and walk to the grave using an app.)

Staff recommends moving forward with the CemSites Software for the Neosho IOOF Cemetery. This is a budgeted item.

RECOMMENDATION:

Staff recommends approving Bill No. 2022-101 CemSites Software Agreement.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Site Industries LLC, a Pennsylvania Limited Liability Company, for the purpose of providing cemetery software for the not to exceed price of Twenty Thousand and 00/100 Dollars (\$20,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Site Industries LLC, a Pennsylvania Limited Liability Company, for the purpose of providing cemetery software for the not to exceed price of Twenty Thousand and 00/100 Dollars (\$20,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” and an invoice for the same being attached hereto and incorporated as Exhibit “B,” be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

End-User License Agreement

Site Industries, LLC. (Revised May 2021)

ATTENTION! THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT WILL BE LEGALLY BINDING ON CUSTOMER UPON INSTALLING OR OTHERWISE USING THE SOFTWARE OR RECEIVING THE SERVICES OF SITE INDUSTRIES, LLC. CUSTOMER IS STRONGLY ADVISED TO CAREFULLY READ AND UNDERSTAND THE FOLLOWING PARAGRAPHS IN FULL UPON EXECUTING THE AGREEMENT.

1. License Grant. This End-User License Agreement (the "Agreement") grants you, the user (Customer), a non-exclusive, non-transferable license to use the Software, in object code for your internal business purposes (and not for managing Third-Party data unless the product you have licensed expressly permits you to) under the terms and conditions stated herein. The Software is to be used, and deployed in accordance with the specific rights and responsibilities set forth in this Agreement. This Agreement can be updated from time to time, in Site Industries' sole discretion and will be made available online and all customers will be notified of an update and be required to approve the updated agreement upon login of the software.

2. Permitted Use and Reproduction.

2.1.1 *License Term*: The term of this Agreement is from the Effective Date for a period of one (1) year, unless terminated as provided herein. Thereafter, this Agreement shall automatically renew, on the same terms and conditions, for subsequent terms of one (1) year.

2.1.2 *Copies*: Customer has no right to copy the Software. The customer does retain the right to download their data necessary for back-up, archival or disaster recovery purposes. The subsequent sale or completion of any action directed toward resale of Site Industries' software will result in the immediate termination of this Agreement, as well as formal civil and criminal charges filed with the local jurisdiction. Site Industries will NOT indemnify, protect, or otherwise assist any person or representative of the customer accused of reproducing and distributing unlicensed copies of the Software.

2.1.3 *Affiliates, Managing Parties*: Customer may permit use of the Software in accordance with this Agreement and the written approval of Site Industries, LLC:

(a) by an approved Affiliate.

(b) by a third party with which Customer enters into a contract to manage Customer's information technology resources (Managing Party) if:

(i) the Managing Party only uses the Software for Customer's internal operations and not for the benefit of another third party or itself.

(ii) the Managing Party agrees to comply with the terms and conditions of this Agreement; and

(iii) Customer provides Site Industries with written notice that a Managing Party will be using the Software on Customer's behalf.

2.1.4. *General restrictions:* Customer may not, and may not cause or allow any third party to:

(a) decompile, disassemble or reverse-engineer the Software, or create or recreate the source code for the Software.

(b) remove, erase, obscure or tamper with any copyright or any other product identification or proprietary rights notices, seal or instructional label printed or stamped on, affixed to, or encoded or recorded in or on any Software or Documentation; or fail to preserve all copyright and other proprietary notices of the Software and Documentation;

(c) lease, lend or use the Software for timesharing or service bureau purposes; sell, market, license, sublicense, distribute or otherwise grant to any person or entity any right to use the Software except to the extent expressly permitted in this Agreement; or use the Software to provide, alone or in combination with any other product or service, any product or service to any person or entity, whether on a fee basis or otherwise;

(d) modify, adapt, tamper with, translate or create Derivative Works of the Software or the Documentation; combine or merge any part of the Software or Documentation with or into any other software or documentation; or refer to or otherwise use the Software as part of any effort to develop software (including any routine, script, code, or program) having any functional attributes, visual expressions or other features similar to those of the Software to compete with Site Industries;

(e) except with Site Industries' prior written permission, publish any performance or benchmark tests or analysis relating to the Software.

(f) attempt to do any of activities in Subsections (a) to (e); or

(g) run or operate the Software in a cloud, Internet-based computing or similar on-demand computing environment unless Customer's Grant Letter or the applicable Product Entitlement Definitions specifically allows the use.

Hardware Requirements. DSL, cable or another high-speed Internet connection is required for proper transmission of the Service. Customer is responsible for procuring and maintaining the network connections that connect the Customer network to the Service, including, but not limited to, "browser" software that supports protocol used by Site Industries, LLC, including Secure Socket Layer (SSL) protocol or other protocols accepted by Site Industries, LLC, and to follow log-on procedures for services that support such protocols. Site Industries, LLC is not responsible for notifying Customer of any upgrades, changes or enhancements to any such software, or for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned or operated by Site Industries, LLC. Site Industries, LLC assumes no responsibility for the reliability or performance of any connections as described in this Section.

2.2. Accuracy of Customer's Contact Information. Customer shall provide accurate, current and complete information on Customer's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change.

2.3. Users: Passwords, Access, and Notification. Customer shall authorize access to and assign unique passwords and usernames to the number of Users procured by Customer on the Estimate/Order Form. User logins are for designated Users and cannot be shared or used by more than one User, but any User login may be reassigned to another User as needed, without written approval. Customer will be responsible for the confidentiality and use of User's passwords and usernames. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. Site Industries, LLC will act as though any Electronic Communications it receives under Customer's passwords, username, and/or account number will have been sent by Customer. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify Site Industries, LLC of any unauthorized access or use of the Service and any loss or theft or unauthorized use of any User's password or name and/or Service account numbers.

2.4. Customer's Lawful Conduct during Use. Customer shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. The Service allows Customer to send Electronic Communications directly to Site Industries, LLC and to third parties. Customer is responsible for ensuring that its use of the Service to store or process credit card data complies with applicable Payment Card Industry Data Security Standards ("PCI DSS") requirements and shall store credit card and social security data only in the designated fields for such data.

In addition to Customer's other obligations set forth herein, Customer shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service and obtain any permits, licenses and authorizations required for such compliance.

Without limiting the foregoing, (i) Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Customer shall not permit Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Customer will not send any Electronic Communication from the Service that is unlawful, harassing, libelous, defamatory or threatening.

No part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Service by any means other than through the interfaces that are provided by Site Industries, LLC. Customer shall not do any "mirroring" or "framing" of any part of the Service or create Internet links to the Service which include log-in information, usernames, passwords, and/or secure cookies. Customer will not in any way express or imply that any opinions contained in Customer's Electronic Communications are endorsed by Site Industries, LLC.

Customer shall ensure that all access and use of the Service by Users is in accordance with the terms and conditions of this Agreement, including but not limited to: those Users that are contractors and agents, and Customer's Affiliates. Any action or breach by any of such contractors, agents or Affiliates shall be deemed an action or breach by Customer and Customer waives all of those defenses that Customer may have as to why Customer should not be liable for Customer's contractors', agents' or Affiliates' acts, omissions and noncompliance with this Agreement.

2.5. Third-Party Web Sites, Products and Services. Site Industries, LLC may offer certain Third-Party Applications for sale using Estimate/Order Forms. Any procurement of such Third-Party Applications by Customer shall be subject to the terms specified in such Estimate/Order Forms.

In addition, Site Industries, LLC or third-party providers may offer Third-Party Applications or services, including implementation, customization and other consulting services related to Customers' use of the Service. Except as set forth in the Estimate/Order Form, Site Industries, LLC does not warrant any such Third-Party Applications or services, regardless of whether or not such Third-Party Applications or services are provided by a Third-Party that is a member of a Site Industries, LLC partner program or otherwise designated by Site Industries, LLC as "certified," "approved" or "recommended." Any procurement by Customer of any Third-Party Applications or services is solely between Customer and the applicable Third-Party provider.

Site Industries, LLC is not responsible for any other aspect of such Third-Party Applications or services that Customer may procure or connect to through the Service, or any descriptions, promises or other information related to the foregoing. If Customer installs or enables Third-Party Applications or services for use with the Service, Customer agrees that Site Industries, LLC may allow such Third-Party providers to access Customer Data as required for the interoperation of such Third-Party Applications with the Service, and any exchange of data or other interaction between Customer and a Third-Party provider is solely between Customer and such Third-Party provider.

Site Industries, LLC shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third-Party Applications or Third-Party providers via the consent, permission, authorization or are otherwise allowed by the Customer to access Customer Data. No procurement of such Third-Party Applications or services is required to use the Service. If Customer was referred to Site Industries, LLC by a member of one of Site Industries, LLC's partner programs, Customer hereby authorizes Site Industries, LLC to provide such member with access to Site Industries, LLC's business information related to the procurement and use of the Service pursuant to this Agreement, including but not limited to User names and email addresses, support cases, and billing/payment information.

2.6. Transmission of Data. Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to use of the Service. Customer expressly consents to Site Industries, LLC's collection, extrapolation, storage, distribution or any use, now and/or in the future, of Electronic Communications and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Site Industries, LLC.

Customer acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Site Industries, LLC is not responsible for any Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks, regardless of whether said networks are owned and/or controlled and operated by Site Industries, LLC, including, but not limited to, the Internet and Customer's local network.

2.7. Service Level. During the Term, the Site Industries, LLC Service offerings will meet the service level specified in the "Service Level Commitment" available from Site Industries LLC, or such other URL as specified by Site Industries, LLC, which is hereby incorporated by reference. If the applicable Service fails to achieve the service level, then Customer will be entitled, as its sole and exclusive

remedy, to a credit for the applicable Service in accordance with the terms set forth in the Service Level Commitment. The respective Service's system logs and other records shall be used for calculating any service level events.

2.8. Site Industries, LLC Support. As part of the Service, Site Industries, LLC will provide Customer with Help Documentation and other online resources to assist Customer in its use of the Service. If you have procured Site Industries, LLC Support Services, the current Site Industries, LLC URL Terms of Services are available from Site Industries, LLC, and are hereby incorporated by reference. Customer acknowledges that Site Industries, LLC has extensive experience helping Customers improve utilization and realization of benefits of the Service, and that not following the advice of Site Industries, LLC and/or not engaging Site Industries, LLC or other Site Industries, LLC authorized implementation partner in the provision of professional services may substantially limit Customer's ability to successfully utilize the Service or to enjoy the power and potential of the Service.

2.9. Customer Payment Data. Site Industries, LLC shall maintain commercially reasonable administrative, physical and technical safeguards for the protection, confidentiality and integrity of Customer Data. During the Term, Site Industries, LLC shall maintain PCI DSS compliance for the portions of the Site Industries, LLC Service that store and process credit card data. Any changes made to the Service by the Customer or at the Customer's direction may affect the Customer's compliance with PCI DSS requirements and Customer shall be solely responsible for ensuring that any such changes are compliant with PCI DSS requirements.

2.10. Confidentiality. For purposes of this Agreement, "Confidential Information" shall include the terms of this Agreement, Customer Data, trade secrets, customer lists, source code, each party's proprietary technology, business processes and technical product information, designs, issues, all communication between the Parties regarding the Service and any information that is clearly identified in writing at the time of disclosure as confidential.

Notwithstanding the foregoing, Confidential Information shall **not** include information which:

- (1) is known publicly;
- (2) is generally known in the industry before disclosure;
- (3) has become known publicly, without fault of the Receiving Party;
- (4) the Receiving Party becomes aware of from a third-party not bound by non-disclosure obligations to the Disclosing Party and with the lawful right to disclose such information to the Receiving Party; or
- (5) is aggregate data regarding use of Site Industries, LLC's products and services that does not contain any personally identifiable or Customer-specific information.

Each party agrees: (a) to keep confidential all Confidential Information; (b) not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under this Agreement or as directed by Customer; (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information), and to make Confidential Information available to authorized persons only on a "need to know" basis. Either party may disclose Confidential Information on a need to know basis to its contractors and service providers who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of this Agreement. Notwithstanding the foregoing, this Section will not prohibit the disclosure of Confidential Information to

the extent that such disclosure is permitted by law or order of a court or other governmental authority or regulation.

2.11. Ownership of Customer Data. As between Site Industries, LLC and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer. Customer acknowledges and agrees that in connection with Service, Site Industries, LLC as part of its standard Service offering makes daily backup copies of the Customer Data in Customer's account and stores and maintains such data for a period of time consistent with Site Industries, LLC standard business processes, which period shall not be less than seven (7) days.

2.12. Site Industries, LLC Intellectual Property Rights. Customer agrees that all rights, title and interest in and to all intellectual property rights in the Service and all modifications, extensions, customizations, scripts or other derivative works of the Service provided or developed by Site Industries, LLC, or are reasonably foreseeable to be developed by Site Industries, LLC, are owned exclusively by Site Industries, LLC. Except as provided in this Agreement, the rights granted to Customer do not convey any ownership rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by Site Industries, LLC. Site Industries, LLC and service marks, logos and product and service names are marks of Site Industries, LLC (the "Site Industries, LLC Marks"). Customer agrees not to display or use the Site Industries, LLC Marks in any manner without Site Industries, LLC's express prior written permission. The trademarks, logos and service marks of Third-Party Application providers ("Marks") are the property of such third parties. Customer is not permitted to use these Marks without the prior written consent of such Third-Party which may own the Mark.

2.13. Federal Government End User Provisions. If User is the US Federal Government, Site Industries, LLC provides the Service, including related software and technology, in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Site Industries, LLC to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

2.14. Dispute Resolution. The parties agree that any dispute regarding the use of this Service, any underlying agreements/contracts, and/or any dispute relating to the relationship established by the parties to this agreement, shall be brought within the jurisdiction of the Newton County, Missouri judiciary. Prior to filing a lawsuit pursuant to this Section. The parties agree to make a good-faith effort to resolve any and all disputes, whether manifested, foreseeable or otherwise, outside of the judicial system, within thirty (30) days of filing suit.

3. Warranties

3.1. Warranty of Functionality. Site Industries, LLC warrants that

- (i) the Service will achieve in all material respects the functionality described in the Help Documentation applicable to the Service procured by Customer, and
- (ii) such functionality of the Service will not be materially decreased during the Term.

Upon proper notice and proof of functional deficiency of the service, Site Industries, LLC shall use commercially reasonable efforts to deliver the Service at the level proscribed by Site Industries, LLC, and if Site Industries, LLC is unable to restore such functionality, Customer shall be entitled to terminate the Agreement and receive a pro- rata refund of the subscription fees paid under the Agreement for its use of the Service for the terminated portion of the Term. Site Industries, LLC shall have no obligation with respect to a warranty claim unless notice of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to Site Industries, LLC. The warranties set forth in this Section 3.1 are made to and for the benefit of Customer only. Such warranties shall only apply if the applicable Service has been utilized in accordance with the Help Documentation, this Agreement and applicable law.

3.2. No Virus Warranty. Site Industries, LLC warrants that reasonable efforts are made to ensure that the Service will be free of viruses, Trojan horses, worms, spyware, or other malicious code ("Malicious Code"), or conduct engaged in by a malicious actor for the purpose of gaining unauthorized access and exploiting the Service and its Users except for any Malicious Code originating outside of the Service, such as Malicious Code contained in Customer-uploaded attachments, third-party applications/files or content otherwise originating from Customer.

4. Disclaimer of Warranties. EXCEPT AS STATED IN SECTION 3 ABOVE, SITE INDUSTRIES, LLC DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 3 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SITE INDUSTRIES, LLC. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT OF THIRD-PARTY RIGHTS. EXCEPT AS STATED IN SECTIONS 2.7, 3.1, and 3.2 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS AND IS FOR COMMERCIAL USE ONLY. SITE INDUSTRIES, LLC OTHERWISE EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S USE OF THE SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING WITHOUT LIMITATION HIPAA OR THE GRAMM-LEACH-BLILEY ACT OF 1999. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

5. Limitations of Liability. CUSTOMER AGREES THAT THE CONSIDERATION WHICH SITE INDUSTRIES, LLC IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY SITE INDUSTRIES, LLC OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND/OR DAMAGES ARISING FROM ACTIONS COMMITTED BY A THIRD-PARTY, WHETHER OR NOT SAID DAMAGES ARE REASONABLY FORESEEABLE BY THE PARTIES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL,

UNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THIS AGREEMENT (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW) OR OTHERWISE SHALL IN NO EVENT EXCEED THE DIRECT DAMAGE LIMITATIONS AS SET FORTH IN SECTION 5.

5.1 Maximum Liability amongst the Parties. Except with regard to amounts due under this Agreement, and a party's breach of Section 2.10 (Confidential Information), the maximum liability of either party to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of the Service, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, tort, statutory duty, or otherwise, shall in no case exceed the equivalent of twelve (12) months in subscription fees applicable at the time of the event, and in the event of a breach of Section 2.10 (Confidential Information) of this Terms of Service, such maximum liability of either party shall be an amount equal to three (3) times the equivalent of twelve (12) months of subscription fees applicable at the time of the event. Notwithstanding the previous sentence, neither party shall be liable to the other party to the extent such liability would not have occurred but for the other party's failure to comply with the terms of this Agreement. The essential purpose of this provision is to limit the potential liability of the parties arising from this Agreement.

UNLESS OTHERWISE PROHIBITED BY LOCAL, STATE, AND FEDERAL LAW, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S INDEMNITY OBLIGATIONS EXCEPT AS SET FORTH IN SECTION 6 BELOW.

6. Indemnification.

6.1. Infringement. Subject to the limitations set forth in this Section, Site Industries, LLC shall, at its own expense defend Customer from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Service, as used in accordance with this Agreement, infringes Third-Party copyrights, trade secrets or trademarks and shall hold Customer harmless from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim.

Excluded from the above indemnification obligations are Claims arising from (a) use of the Service in violation of this Agreement, (b) violates applicable law, (c) use of the Service after Site Industries, LLC prohibits Customer's use because of an infringement claim, (d) modifications to the Service not made by Site Industries, LLC, or (e) use of the Service in combination with any software, application or service made or provided other than by Site Industries, LLC.

If a Claim is brought or threatened, Site Industries, LLC shall, at its sole option and expense, use commercially reasonable efforts either (b) to modify or replace portions of the Service as needed to avoid infringement, such update or replacement having substantially similar capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement and refund to the Customer a pro-rata refund of the subscription fees paid for under the Agreement for the terminated portion of the Term. The rights and remedies granted Customer under this Section 6.1 state Site Industries, LLC's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

6.2. Disclosure of Customer Data. Site Industries, LLC shall, at its own expense and subject to the limitations set forth in this Section 6, defend Customer from and against any Claims that arise out of or result directly from Site Industries, LLC's gross negligence or willful misconduct in preventing unauthorized access to confidential Customer Data, as determined by a court of competent jurisdiction in connection with a Claim alleging a breach of confidentiality, and shall hold Customer harmless from and against liability for any Losses to the extent based upon such Claims.

6.3. Customer's Indemnity. Intentionally omitted.

6.4. Indemnification Procedures and Survival. In the event of a potential indemnity obligation under this Section 6, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising thereof. The indemnification obligations under this Section 6 are expressly conditioned upon the indemnified party's compliance with this Section 6.4 except that failure to notify the indemnifying party of such Claim shall not relieve that party of its obligations under this Section 6 but such Claim shall be reduced to the extent of any damages attributable to such failure. The indemnification obligations contained in this Section 6 shall survive termination of this Agreement for one year.

7. Suspension/Termination.

7.1. Suspension for Delinquent Account. Site Industries, LLC reserves the right to suspend Customer's and any Customer Aliases' access to and/or use of the Service for any accounts (i) for which any payment is due but unpaid but only after Site Industries, LLC has provided Customer two (2) delinquency notices, and at least thirty (30) days have passed since the transmission of the first notice, or (ii) for which Customer has not paid for the Renewal Term and has not notified Site Industries, LLC of its desire to renew the Service by the End Date of the then current subscription term. The suspension is for the entire account and Customer understands that such suspension would therefore include Alias sub-accounts. Customer agrees that Site Industries, LLC shall not be liable to Customer or to any Customer Alias or other Third-Party for any suspension of the Service pursuant to this Section 7.1.

7.2. Suspension for Ongoing Harm. Customer agrees that Site Industries, LLC may with reasonably contemporaneous telephonic notice to Customer suspend access to the Service if Site Industries, LLC reasonably concludes that Customer's Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Customer's Service is causing immediate, material and ongoing harm to Site Industries, LLC or others. In the extraordinary event that Site Industries, LLC suspends Customer's access to the Service, Site Industries, LLC will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and resolve the issues causing the suspension of Service. Customer further agrees that Site Industries, LLC shall not be liable to Customer nor to any Third-Party for any suspension of the Service under such circumstances as described in this Section 7.2.

7.3. Termination for Cause, Expiration. Either party may immediately terminate this Agreement and all Estimates/Order Forms issued hereunder in the event the other party commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the non-breaching party.

Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in

sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and shall be sent to the General Counsel of the alleged breaching party at the address listed in the heading of this Agreement (or such other address that may be provided pursuant to this Agreement) ("Notice"). Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, then Site Industries, LLC shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of Site Industries, LLC's breach of this Agreement, then Customer shall be entitled to refund of the pro rata portion of any subscription fees (less any clerical, administrative, development or off boarding support) by Customer to Site Industries, LLC under this Agreement for the terminated portion of the Term.

7.4. Handling of Customer Data in the Event of Termination. Customer agrees that following termination of Customer's account and/or use of the Service, Site Industries, LLC may immediately deactivate Customer's account and that following a reasonable period of not less than ninety (90) days shall be entitled to delete Customer's account from Site Industries, LLC's "live" site. During this period and upon Customer's request, Site Industries, LLC will grant Customer limited access to the Service for five (5) days for the sole purpose of permitting Customer to retrieve Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed to Site Industries, LLC. Customer further agrees that Site Industries, LLC shall not be liable to Customer nor to any Third-Party for any termination of Customer access to the Service or deletion of Customer Data, provided that Site Industries, LLC is in compliance with the terms of this Section 7.4.

8. Modification; Discontinuation of the Service.

8.1 Modification to the Service. Site Industries, LLC may make modifications to the Service or particular components of the Service from time to time and will use commercially reasonable efforts to notify Customer of any material modifications. Site Industries, LLC reserves the right to discontinue offering the Service at the conclusion of Customer's then current subscription term for such Service. Site Industries, LLC shall not be liable to Customer nor to any Third-Party for any modification of the Service as described in this Section 8.1.

8.2 To Applicable Terms. If Site Industries, LLC makes a material change to any applicable URL Terms, then Site Industries, LLC will notify Customer by either sending an email to the notification email address or posting a notice in the Administrator's instance of Customer's account. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Site Industries, LLC within thirty (30) days after receiving notice of the change. If Customer notifies Site Industries, LLC as required, then Customer will remain governed by the URL Terms in effect immediately prior to the change until the end of the then current term for the affected Service. If the affected Service is renewed, it will be renewed under Site Industries, LLC's then current URL Terms.

9. Definitions.

"Affiliates" means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with Customer, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of Customer.

"Customer Data" means all electronic data or information submitted to the Service by Customer or its Affiliates.

"Electronic Communications" means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted

through the Service.

“Estimate/Order Form” means a Site Industries, LLC estimate, renewal notification or order form in the name of and executed by Customer or its Affiliates and accepted by Site Industries, LLC which species the Service and implementation services to be provided by Site Industries, LLC subject to the terms of this Agreement.

“Help Documentation” means the online help center documentation describing the Service features, including User Guides which may be updated from time to time.

“Service” collectively, Site Industries, LLC’s industry specific websites (the “Site Industries, LLC Service”) and modules and/or management software as described in the applicable Help Documentation that is procured by Customer from Site Industries, LLC in the Estimate/Order Form and any subsequent Estimate/Order Form from time to time, including associated online components, but excluding Third-Party Applications and implementation services.

“Third-Party Applications” means online, Web-based applications or services and online software products that are provided by third parties, and interoperate with the Service, including but not limited to those listed on www.siteind.com.

“Users” means individual or organizations [used interchangeably with “Customer(s)”] who are authorized by Customer to use the Service, for whom subscriptions to a Service have been procured, and who have been supplied user identifications and passwords by Customer (or by Site Industries, LLC at Customer’s request). Users may include but are not limited to Customer’s and Customer’s Affiliates’ employees, consultants, contractors and agents.

“User Guides” means the online user guides for the Service, accessible via login at the customer’s website (under Help), as updated from time to time. Customer acknowledges that it has had the opportunity to review the User Guide through a trial account or testing period made available by Site Industries, LLC.

“URL Terms” means the terms with which Customer must comply, which are located at a URL and referenced in this Agreement.

LICENSOR

LICENSEE



Authorized Signature

Authorized Signature

Mark Anthony - Vice President
Print Name and Title of Sales

Print Name and Title

CemSites

Cloud Software for Cemeteries

To Whom It May Concern,

The City of Neosho is considering Site Industries, LLC (DBA CemSites) as their vendor for cemetery software. As requested, below lists the fees for implementation/annual, fee schedule, and potential increase information.

Fees:

As listed at the line item level in our proposal, the cost responsibility would be broken down into implementation and annual fees. The City of Neosho quote honors a promotion if invoiced before the end of 2022 calendar year. Below is the breakdown of the cost after the discount valued at \$9,730 (\$8,500 to implementation and \$1,230 to annuals) is applied:

Implementation Fees:	\$18,500
Annual Fees:	\$1,500
Total Cost:	\$20,000

Fee Schedule:

For the initial deposit, 50% of the cost is required to begin, then the remaining 50% is due prior to training.

Annually, your license will recur one year from the date in which you make your initial deposit. For example, if the down payment is made on December 20, 2022, then your recurring date would be December 20, 2023. You will receive an invoice reminder 90 days prior to the date that it is due.

Fee Increases:

In the event that CemSites raises their pricing, it would be to adjust with the cost of inflation. If this occurs, your annual license could rise by a maximum of 5%. Fee increases will be communicated to you via phone and email by your Client Advocate before the licensing is due.

For any questions or concerns, please contact Mark Anthony, Vice President of Sales at, 724-919-4080.

Site Industries, LLC (CemSites)


Authorized Signature

Mark Anthony - 12/20/22
Print Name & Date

City of Neosho

Authorized Signature

Print Name & Date



1-877-783-9626



14 Memorial Drive, Perryopolis, PA 15473



www.cemsites.com

REQUESTED COUNCIL MEETING DATE: January 3, 2023

ITEM: Bill No. 2023-102: The Canopy Agreement for Alley Specifications

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill NO. 2023-102 The Canopy RE crosswalk construction and dedication
 2. CON - The Canopy MOU RE crosswalk construction and dedication
 3. Canopy Exhibits
-

PURPOSE:

To accept the MOU as presented for a raised crosswalk.

BACKGROUND:

This agreement is between the City of Neosho and The Canopy Church for a raised sidewalk to be placed in an alley adjacent to their building. The request came from The Canopy Church to place some type of traffic control within the alley to slow traffic and to place a crosswalk for pedestrians walking to and from their neighboring building.

RECOMMENDATION:

To approve the MOU as presented and authorize the Mayor to execute it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into a Memorandum of Understanding and Agreement with The Canopy, a Missouri Nonprofit Corporation, for the purpose of constructing and dedicating a crosswalk in the area of 100 N. College St., Neosho, MO 64850; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Memorandum of Understanding and Agreement with The Canopy, a Missouri Nonprofit Corporation, for the purpose of constructing and dedicating a crosswalk in the area of 100 N. College St., Neosho, MO 64850, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT is made and entered into this ____ day of _____, 2023, hereinafter referred to as “the Effective Date,” by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as “City,” and The Canopy, a Missouri Nonprofit Corporation, hereinafter referred to as “The Canopy,” and with City and the Canopy being referred to collectively as “the Parties.”

WITNESSETH:

WHEREAS, The Canopy is the owner of real property and improvements, commonly known as 100 N. College St, Neosho, MO 64850; and

WHEREAS, City is the owner of real property and improvements, commonly known as Big Spring Park, including a parking lot that is adjacent to and west of The Canopy’s building; and

WHEREAS, City is also the owner of an alley that is adjacent to and north of The Canopy’s building; and

WHEREAS, The Canopy has requested that a crosswalk be installed across the alley, an approximate depiction of the location of the crosswalk being attached hereto and incorporated by reference as Exhibit A, and the specifications for the crosswalk being attached hereto and incorporated by reference as Exhibit B, hereinafter referred to as “the Crosswalk”; and

WHEREAS, The Canopy has agreed to pay for the cost to construct the Crosswalk, which will be donated to the City on completion in conformance with these requirements, without further process; and

WHEREAS, City has agreed to the foregoing pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and terminate on completion of the Crosswalk.

2. The Canopy’s Responsibilities. The Canopy agrees to pay for construction of the Crosswalk in the approximate location depicted in Exhibit A and pursuant to the specifications in Exhibit B. The Canopy further agrees that the Crosswalk shall be automatically dedicated to City on completion in conformance with these requirements, without further process.

3. City's Responsibilities. City agrees to maintain and repair the Crosswalk consistent with other City crosswalks. However, nothing in this Agreement shall be construed to prevent City from removing the Crosswalk at its sole discretion.

4. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

5. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

6. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, The Canopy shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for The Canopy's reasonable attorney's fees and expenses.

7. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

8. Compliance with laws. The Canopy shall observe and comply with all Federal, State, and local laws and ordinances.

9. Consequential Damages. In no event shall City be liable to The Canopy for special, indirect, or consequential damages.

10. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the Parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

11. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

12. Hold Harmless and Indemnification. The Canopy hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be City, its agents or employees, or The Canopy, its agents or employees, or any third-person in any way connected with the Parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

13. Notices. All notices required or permitted hereinunder and required to be in writing

may be given by first class mail addressed to City and The Canopy at the addresses as follows:

City of Neosho, Missouri
Attn: City Manager
203 E. Main St.
Neosho, MO 64850

The Canopy
Attn: Jeremie Bridges
19744 Jasmine Drive
Neosho, MO 64850

14. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

15. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect. The indemnity obligations of paragraph 12 shall survive termination of this Agreement.

16. Termination. Either party may terminate this Agreement, without cause, on thirty (30) days' written notice to the other party.

17. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

18. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF NEOSHO, MISSOURI

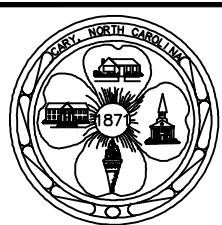
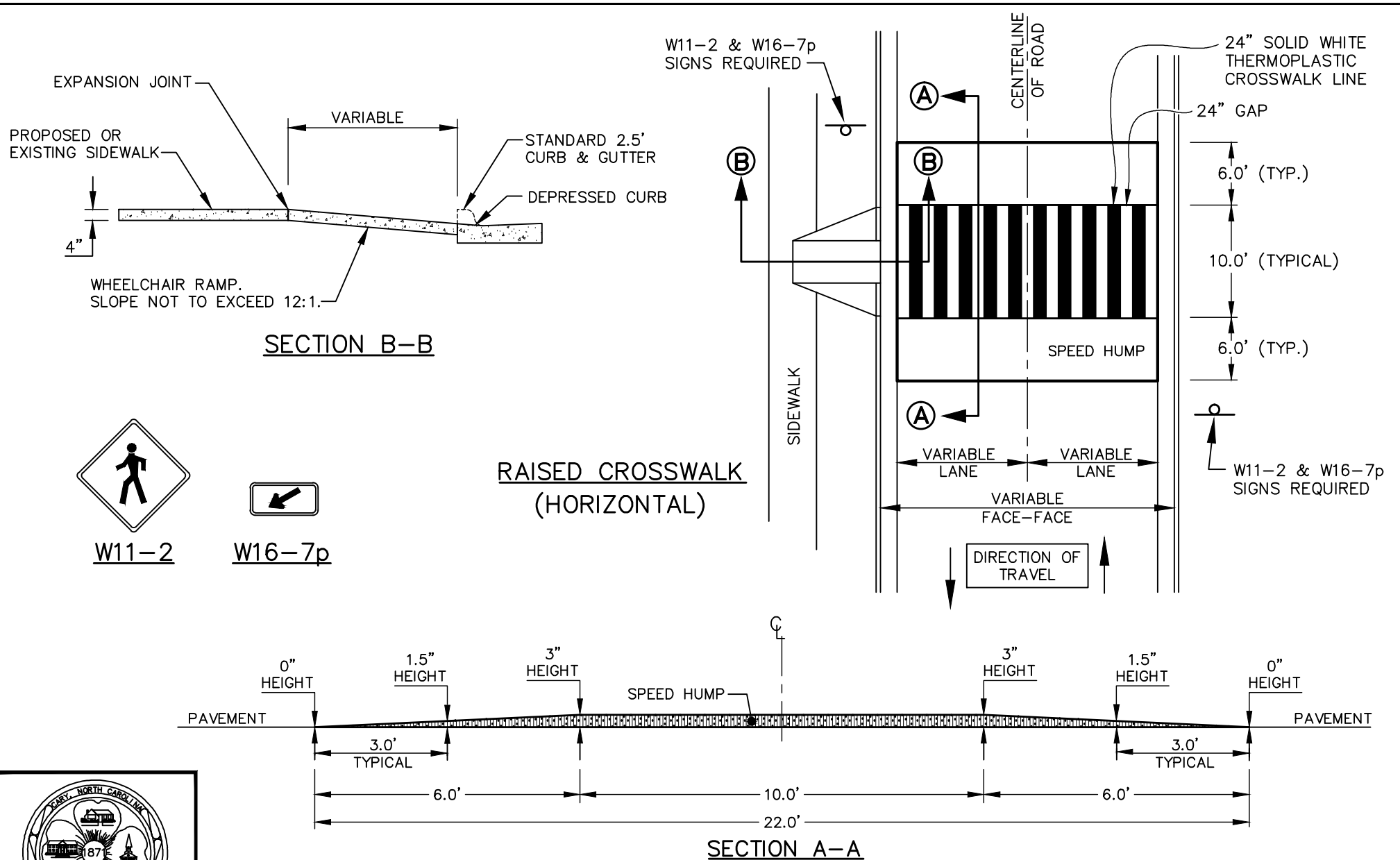
THE CANOPY

Tyler DeWitt, Mayor

Jeremie Bridges, authorized signatory

ATTEST:

Cheyenne Wright, City Clerk

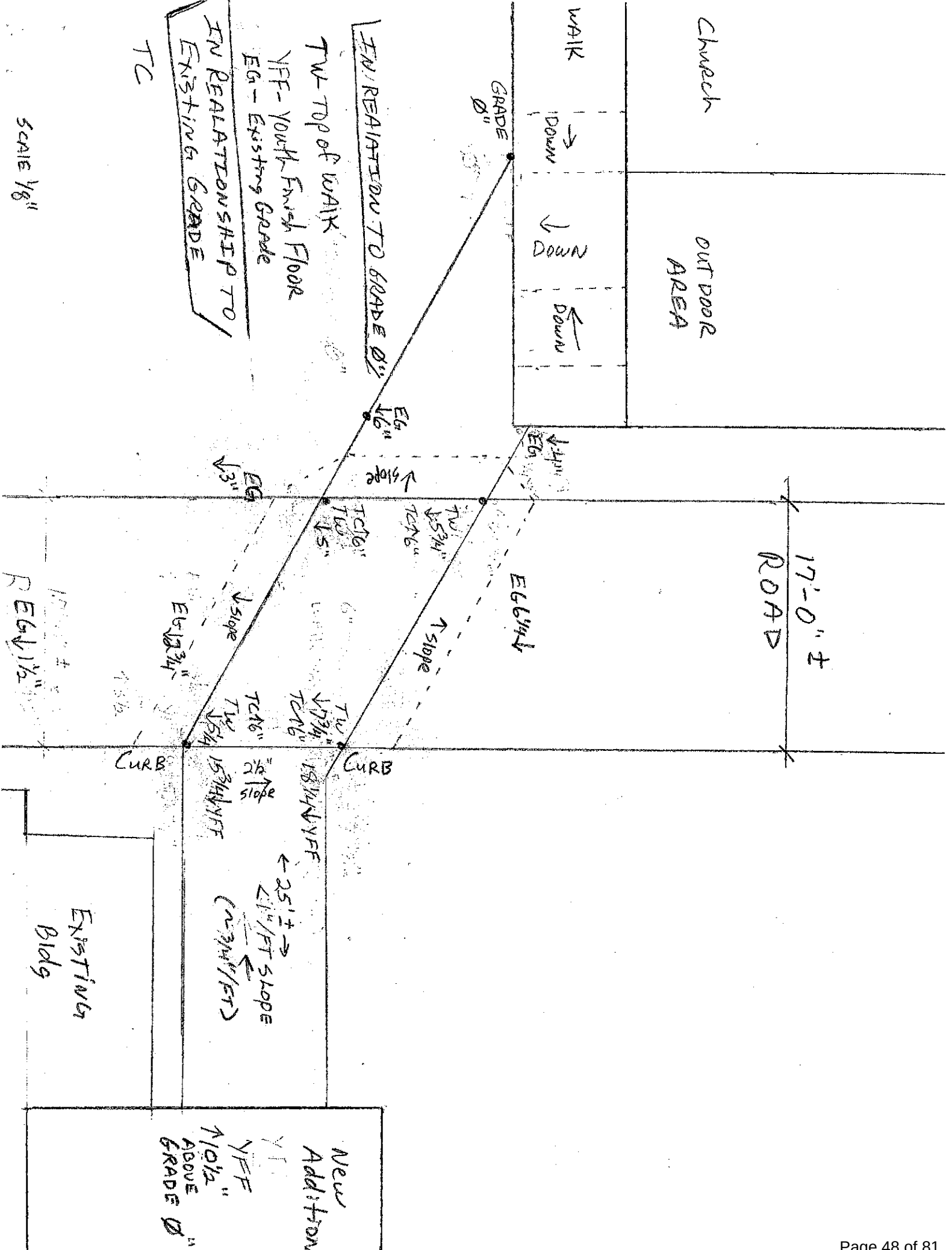


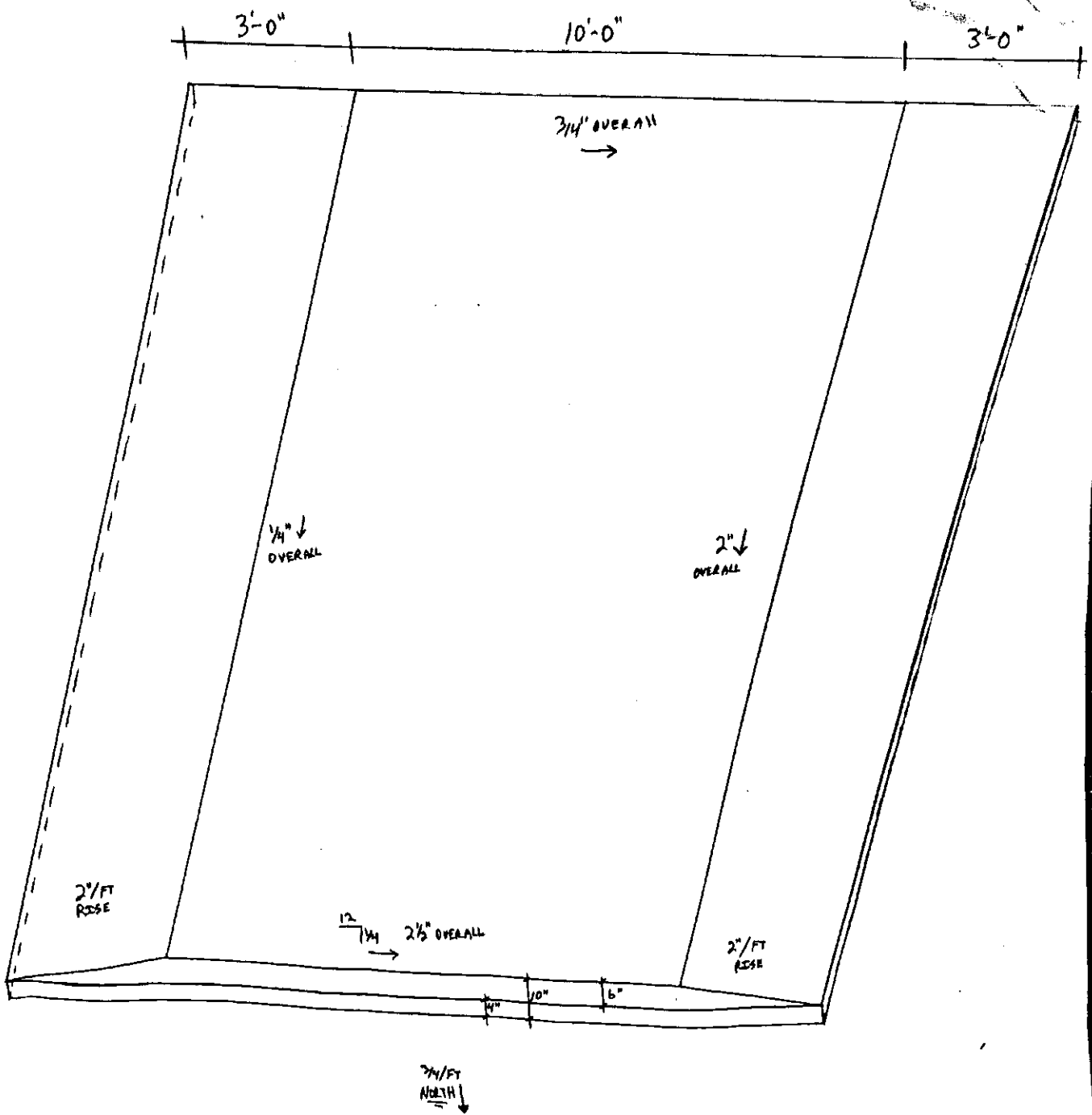
EFFECTIVE: 12/10/09

STANDARD PAVEMENT UNDULATION (RAISED PEDESTRIAN CROSSWALK)

DETAIL No.

03000.18
SHEET 3 OF 3





REQUESTED COUNCIL MEETING DATE: January 3, 2023

ITEM: Bill No. 2023-103: Ballot Language for Adult Use Marijuana Sales Tax

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2023-103 Ballot Language adult use marijuana sales tax

PURPOSE:

Requesting approval for Bill No. 2023-103 Ballot Language for Imposing a 3% tax on adult use marijuana sales.

BACKGROUND:

On November 8, 2022, the electors of the State of Missouri approved Amendment 3 to the Missouri Constitution, enacting Section 2 of Article XIV of the Missouri Constitution effective December 8, 2022. This allowed cities to enact a three (3) percent sales tax on all tangible personal property retail sales of adult use marijuana sold in the City, subject to approval by the voters of the City.

RECOMMENDATION:

Staff recommends approval of Bill No. 2023-103: Ballot Language for Adult Use Marijuana Sales Tax.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, IMPOSING AN ADDITIONAL SALES TAX AT A RATE OF THREE PERCENT (3%) ON ALL TANGIBLE PERSONAL PROPERTY RETAIL SALES OF ADULT USE MARIJUANA SOLD WITHIN THE CITY PURSUANT TO ARTICLE XIV, SECTION 2.6(5) OF THE MISSOURI CONSTITUTION, SUBJECT TO APPROVAL BY THE VOTERS OF THE CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 4, 2023; DESIGNATING THE FORM OF BALLOT; DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF SAID ELECTION; AND CONTAINING AN EMERGENCY CLAUSE.

WHEREAS, on November 8, 2022, the electors of the State of Missouri approved Amendment 3 to the Missouri Constitution, enacting Section 2 of Article XIV of the Missouri Constitution effective December 8, 2022; and

WHEREAS, the newly enacted Article XIV, Section 2.6(5) of the Missouri Constitution authorizes the City of Neosho, Missouri, to impose, by ordinance, an additional sales tax in an amount not to exceed three percent (3%) on all tangible personal property retail sales of adult use marijuana sold in the City, subject to approval by the voters of the City; and

WHEREAS, the City Council desires to submit the question of whether the City of Neosho, Missouri, shall impose an additional sales tax on tangible personal property retail sales of adult use marijuana at a rate of three percent (3%) to the qualified voters of the City at the General Municipal Election to be held on April 3, 2023.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEOSHO, MISSOURI, AS FOLLOWS:

SECTION 1. An additional sales tax at the rate of three percent (3%) on all tangible personal property retail sales of adult use marijuana sold in the City of Neosho, Missouri, as authorized by Article XIV, Section 2.6(5) of the Missouri Constitution, is hereby imposed, subject to approval by the voters of the City. The tax imposed hereunder shall be in addition to any and all other sales taxes allowed by law.

SECTION 2. The sales tax imposed by this Ordinance shall not be effective unless approved by a majority of the votes cast by the qualified voters voting thereon at the General Municipal Election to be held on April 4, 2023, at which election a proposal to authorize the City Council of the City of Neosho, Missouri, to impose the tax herein provided for shall be submitted to the qualified voters of the City.

SECTION 3. The ballot to be used in such election shall contain substantially the following language:

.....

OFFICIAL BALLOT

Election – Tuesday April 4, 2023

PROPOSITION “A”

Shall the City of Neosho, Missouri, impose an additional sales tax of three percent (3%) on all retail sales of adult use marijuana sold in Neosho?

Yes. ← —

No. ← —

Instructions to Voters

TO vote IN FAVOR OF the proposition, complete the arrow next to the word “YES”.

TO vote AGAINST the proposition, complete the arrow next to the word “NO.”

SECTION 4. The City Clerk is hereby directed to give notice to the County Clerk of Newton County, Missouri of the calling of the election as required by Chapter 115 RSMo and to give such other notice to the public as is required by law. The City Clerk is directed to perform such other tasks as may be necessary and required by law to place this proposal on the ballot at the General Municipal Election to be held on Tuesday April 4, 2023.

SECTION 5. If the ballots are submitted on Tuesday April 4, 2023, and if a majority of the votes cast on the proposal by the qualified voters voting thereon are in favor of the proposal, then the additional sales tax of three percent (3%) on all tangible personal property retail sales of adult use marijuana shall become effective on the first day of the calendar quarter which begins at least forty-five (45) days after the Director of Revenue of the State of Missouri receives notice of adoption of the additional sales tax of three percent (3%) on all tangible personal property retail sales of adult use marijuana.

SECTION 6. Within ten (10) days following approval by the qualified voters of the City of the additional sales tax of three percent (3%) on all tangible personal property retail sales of adult use marijuana proposal, the City Clerk shall forward to the Director of Revenue of the State of Missouri, by registered or certified mail, a certified copy of this Ordinance together with certifications of the election returns, accompanied by a map of the City clearly showing the boundaries thereof.

SECTION 7. That this Ordinance, being an Ordinance submitting a proposition to the voters, is an emergency within the meaning of Section 2.18(4) of the Home Rule Charter of the City of Neosho, Missouri, and as such, this Ordinance shall become effective immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: January 3, 2023

ITEM: Public Hearing for Bill No. 2023-104: Amending Section 405.010 Definitions

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

REQUESTED COUNCIL MEETING DATE: January 3, 2023

ITEM: Bill No. 2023-104: Amending Section 405.010 Definitions

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2023-104 amending Section 405.010 Definitions RE recreational marijuana

PURPOSE:

The purpose of this item is to make the necessary ordinance adjustments to accommodate the Missouri Constitutional Amendment legalizing retail marijuana sales.

BACKGROUND:

The citizens of Missouri voted for a constitutional amendment legalizing the retail sales of marijuana. This amendment requires changes in city ordinances to accommodate this change.

This bill ordinance is to amend the definitions set under Section 405.010. Public notifications have been made as prescribed by law. The Planning and Zoning committee has held a public hearing on the matter and declined to recommend these ordinance changes to the city council.

RECOMMENDATION:

In order to have the city ordinances consistent with state law, staff recommends that the city council approves these changes to the city ordinances.

AN ORDINANCE amending Title IV Land Use, Chapter 405 Zoning Regulations, Article I General Provisions, Section 405.010 Definitions, by changing definitions related to marijuana as a result of November 8, 2022 general election ballot measure Amendment 3.

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

Section 1. That Title IV Land Use, Chapter 405 Zoning Regulations, Article I General Provisions, Section 405.010 Definitions is amended to read as follows:

“Section 405.010 Definitions.

For the purposes of this Chapter, the following words and terms as used herein are defined to mean the following:

Words used in the present tense include the future; words in the singular number include the plural; and words in the plural number include the singular; the word "building" includes the word "structure"; the word "shall" or the word "must" is mandatory and not directory; the term "used for" includes the meaning "designated for" or "intended for".

ACCESSORY BUILDING OR USE

A subordinate building having a use customarily incident to and located on the lot occupied by the main building; or a use customarily incident to the main use of the property. A building housing an accessory use is considered an integral part of the main building, when it has any part of a wall in common with the main building, or is under an extension of the main roof and designed as an integral part of the main building.

ALLEY

A minor way which is used primarily for vehicular service access to the back or side of properties otherwise abutting on a street.

ALTERATION

Any addition, removal, extension, or change in the location of any exterior wall of a main building or accessory building.

ANTENNA

An antenna, usually a dish antenna, whose purpose it is to receive communication or other signals primarily from orbiting satellites.

APARTMENT

A room or a suite of rooms within an apartment house arranged, intended or designed for a place of residence of a single-family or group of individuals living together as a single housekeeping unit.

APARTMENT HOTEL

An apartment house which furnishes for the use of its tenants services ordinarily furnished by hotels, but the privileges of which are not primarily available to the public.

APARTMENT HOUSE

A building arranged, intended, or designed for more than two (2) families.

BABYSITTING

A facility where six (6) or less children, including a maximum of three children under the age of two, are cared for a financial fee.

BASEMENT

A story below the first (1st) story as defined under "story" counted as a story for height regulations if subdivided and used for dwelling purposes other than by a janitor or watchman employed on the premises.

BLOCK

A piece or parcel of land entirely surrounded by public highways or streets, other than alleys. In cases where the platting is incomplete or disconnected, the Building Inspector shall determine the outline of the block.

BOARDING HOUSE OR LODGING HOUSE

A building other than a hotel, occupied as a single housekeeping unit, where lodging or meals are provided for five (5) or more persons for compensation, pursuant to previous arrangements, but not for the public or transients.

BUILDING

An enclosed structure, anchored to permanent foundation, and having exterior or party walls and a roof, designed for the shelter of persons, animals or property. When divided by other than common contiguous walls, each portion or section of such building shall be regarded as a separate building, except that two (2) buildings connected by a breezeway shall be deemed as one (1) building.

CONDOMINIUM

A building, group of buildings or property in which units are owned individually and the common elements are owned by all the owners on a proportional, undivided basis.

COURT

An open, unoccupied space, other than a yard, bounded on three (3) or more sides by exterior walls of a building, or by exterior walls of a building and lot lines on which walls are allowable.

CURB LEVEL

The mean level of the curb in front of the lot, or in case of a corner lot, along that abutting street where the mean curb level is the highest.

DWELLING

A building or portion thereof designed exclusively for residential occupancy, including one-family, two-family and multiple dwellings, boarding and lodging houses, apartment houses and apartment hotels, but not hotels or trailers.

DWELLING, MULTIPLE

A building or portion thereof arranged, intended or designed for occupancy by three (3) or more families, including apartment houses, row houses, tenements and apartment hotels.

DWELLING, ONE-FAMILY

A detached building arranged, intended, or designed for occupancy by one (1) family. Single-family dwelling or single-family residence shall include, but not be limited to, any home in which eight (8) or fewer unrelated mentally or physically handicapped persons reside, and may include two (2) additional persons acting as houseparents or guardians who need not be related to each other or to any of the mentally or physically handicapped persons residing in the home. Single-family dwelling or single-family residence shall include, but not be limited to, any private residence licensed by the Division of Family Services or Department of Mental Health to provide foster care to one (1) or more but less than seven (7) children who are unrelated to either foster parent by blood, marriage or adoption.

DWELLING, TWO-FAMILY

A building arranged, intended, or designed for occupancy by two (2) families.

FAMILY

One (1) or more persons who are related by blood or marriage, living together and occupying a single housekeeping unit with single kitchen facilities, or a group of not more than five (5) (excluding servants) living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities, on a non-profit cost-sharing basis.

FAMILY CHILD CARE HOME

Whether owned by a sole proprietor or other legal entity, is a child care program where care is given by a person licensed as a family child care home provider for no more than ten (10) children for any part of the twenty-four (24) hour day.

GARAGE, COMMUNITY

A building or portion thereof, other than a public, private or storage garage, providing storage for motor vehicles with facilities for washing, but not other services, such garage to be in lieu of private garages within a block or portion of block.

GARAGE, PRIVATE

An accessory building for storage only of motor vehicles.

GARAGE, PUBLIC

A building or portion thereof designed or used for the storage, sale, hiring, care or repair of motor vehicles, which is operated for commercial purposes.

GARAGE, STORAGE

A building or portion thereof, except those defined as a private, a public, or a community garage, providing storage for more than four (4) motor vehicles, with facilities for washing but no other services.

GROUP CHILD CARE HOME

Whether owned by a sole proprietor or other legal entity, is a child care program where care is given by a person licensed as a group child care home provider for not more than twenty (20) children for any part of the twenty-four (24) hour day. A group child care home shall be in a location other than the provider's permanent residence or separate from the provider's living quarters.

GROUP HOUSING PROJECT

A dwelling project consisting of three (3) or more buildings, to be constructed on a plot of ground which is not subdivided into customary streets or lots, or where the existing or contemplated street or streets or lot layouts make it impractical to apply the requirements of this Chapter to the individual building units in such housing project.

HEIGHT OF BUILDINGS

The vertical distance measured from the highest of the following three (3) levels:

1. From the street curb level;
2. From the established or mean street grade in case the curb has not been constructed; or
3. From the average finished ground level adjoining the building if it sets back from the street line; to the level of the highest point of the roof beams of flat roofs or roofs inclining not more than one (1) inch to the foot, or to the mean height level of the top of the main plates and highest ridge for other roofs.

HEIGHT OF YARD OR COURT

The vertical distance from the lowest level of such yard or court to the highest point of any boundary wall.

HOMES FOR AGED OR RETIRED

A building not for the public or transients other than a hotel, boarding house, lodging house or nursing home with a single kitchen facility operating on other than a family unit basis, where lodging and means are provided for persons who have reached the age of retirement as defined under the "Social Security Act".

HOTEL

A building occupied or used as a more or less temporary abiding place of individuals or groups of individuals who are lodged, with or without meals, and in which there are more than nine (9) sleeping rooms, and no provisions for cooking in individual rooms.

LOT

A parcel of land occupied or to be occupied by one (1) main building or unit group of buildings, and the accessory buildings or uses customarily incident thereto, including such open spaces as are required under this Chapter, and having its principal frontage upon a public street or approved

place. A lot as used herein may consist of one (1) or more platted lots, or tract or tracts, as conveyed, or parts thereof.

LOT, CORNER

A lot abutting upon two (2) or more streets at their intersection. A corner lot shall be deemed to front on that street on which it has least dimension, unless otherwise specified by the Building Inspector.

LOT DEPTH

The mean horizontal distance from the front street line to the rear line.

LOT IN SEPARATE OWNERSHIP AT THE TIME OF THE PASSAGE OF THIS CHAPTER

A lot whose boundary lines, along their entire length, touched lands under other ownership as shown by plat or deed recorded in the office of the Recorder of Deeds of Newton County on or before the date of the adoption of this Chapter.

LOT, INTERIOR

A lot whose side lines do not abut upon any street.

LOT LINE, FRONT

The boundary between a lot and the street on which it fronts.

LOT LINE, REAR

The boundary line which is opposite and most distance from the front street line; except that in the case of uncertainty the Building Inspector shall determine the rear line.

LOT LINE, SIDE

Any lot boundary line not a front or rear line thereof. A side line may be a party lot line, a line bordering on an alley or place or a side street line.

LOT, THROUGH

An interior lot having frontage on two (2) streets.

LOT LINES

The lines bounding a lot as defined herein.

LOT WIDTH

The horizontal distance between side lines, measured at the front building line.

MOBILE HOME

A structure transportable in one (1) or more sections, which when erected on site measures eight (8) feet or more in width and is designed to be used as a dwelling, with or without a permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and/or electrical systems contained therein.

MOBILE HOME LOT

A parcel of land for the placement of one (1) mobile home, its accessory building or structures, and accessory equipment for the exclusive use of the occupants.

MARIJUANA OR MARIHUANA

Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as seed thereof and resin extracted from the plant and marijuana-infused products. Marijuana does not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent (3/10 of 1%) on a dry-weight basis, or commodities or products manufactured from industrial hemp.

MARIJUANA-INFUSED PRODUCTS

Products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.

~~[MEDICAL]~~ MARIJUANA CULTIVATION FACILITY

A facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a ~~[medical]~~ dispensary facility, ~~[medical]~~ marijuana testing facility or to a ~~[medical]~~ marijuana-infused products manufacturing facility.

~~[MEDICAL]~~ MARIJUANA DISPENSARY FACILITY

A facility licensed by the State of Missouri to acquire, store, sell, transport and deliver marijuana, marijuana-infused products and drug paraphernalia used to administer marijuana as provided for in this Section to a customer~~[qualifying patient, a primary caregiver]~~, another licensed ~~[medical]~~ marijuana dispensary facility, a ~~[medical]~~ marijuana testing facility or a ~~[medical]~~ marijuana-infused products manufacturing facility.

~~[MEDICAL]~~ MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY

A facility licensed by the State of Missouri, to acquire, store, manufacture, transport and sell marijuana-infused products to a ~~[medical]~~ marijuana dispensary facility, a ~~[medical]~~ marijuana testing facility, or to another ~~[medical]~~ marijuana-infused products manufacturing facility.

~~[MEDICAL]~~ MARIJUANA TESTING FACILITY

A facility certified by the State of Missouri, to acquire, test, certify and transport marijuana.

MOBILE HOME PARK

A contiguous parcel of land which has been developed for the placement of two (2) or more mobile homes and is owned by an individual, a firm, trust, partnership, public or private association or corporation.

MODULAR

Structures built or erected from one (1) or more three-dimensional cubical or box-shaped units which are substantially factory-finished and require only to be connected together at the building site.

MOTEL

A building with two (2) or more tourist sleeping units at which the required parking areas are located.

MOTOR HOME

See "RECREATIONAL VEHICLES".

NON-CONFORMING USE, BUILDING OR YARD

A use, building or yard which does not, by reason of design, use, or dimensions, conform to the regulations of the district in which it is situated. It is a legal non-conforming use if established prior to the passage of this Chapter.

NURSING HOME

A private home, institution, building, residence or other place, whether operated for profit or not, which provides, through its ownership or management, maintenance, personal care or nursing for three (3) or more individuals not related to the operator, who by reason of illness, physical infirmities or advanced age are unable to care for themselves; or provides sheltered care to three (3) or more individuals not related to the operator, which includes treatment or services which meet some need of the individual beyond the basic requirements for food, shelter and laundry.

PLACE

An open, unoccupied space other than a street or alley permanently established or dedicated as the principal means of access to property abutting thereon.

RECREATIONAL VEHICLE

A vehicular type unit including motor homes and any self-propelled vehicle designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. The basic entities are travel trailer, camping trailer, truck camper and motor home.

SIGN

Any words, numerals, figures, devices, designs or trademarks by which information is made known, such as are used to identify a building, structure or object, or designate or mention an individual, profession, firm, business or commodity.

STABLE, PRIVATE

An accessory building for the keeping of horses, ponies, mules or cows, owned by occupants of the premises, and not kept for remuneration, hire or sale.

STABLE, RIDING

A structure in which horses or ponies, used exclusively for pleasure riding or driving, are housed, boarded or kept for remuneration, hire or sale.

STORY

That part of a building included between the surface of one (1) floor and the surface of the floor next above, or if there be no floor above, that part of the building which is above the surface of the

highest floor thereof. A top story attic is a half story when the main line of the eaves is not above the middle of the interior height of such story. The first (1st) story is the highest story having its interior floor surface not more than four (4) feet above the curb level, established or mean street grade, or average ground level, as mentioned in "height of buildings" of this Section.

STREET

A thoroughfare which affords principal means of access to property abutting thereon.

STREET LINE

The dividing line between the street and the abutting property.

STRUCTURAL ALTERATIONS

Any alteration involving a change in or addition to the supporting members of a building, such as bearing walls, columns, beams or girders.

STRUCTURE

Anything constructed or erected, which requires location on the ground, or attached to something having a location on the ground; including, but not limited to, signs, and excepting utility poles, fences and retaining walls.

TRAILER

See "MOBILE HOME" for definition.

TRAILER CAMP

See "MOBILE HOME PARK" for definition.

TOURIST COURT

A tract or parcel of land upon which two (2) or more tourist sleeping units and the required parking areas are located.

VARIANCE

Relief from or variation of the provisions of these regulations, other than use regulations, as applied to a specific piece of property, as distinct from rezoning, as further set out hereinafter in powers and duties of the Board of Adjustment.

YARD

An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of a rear yard, the least horizontal distance between the lot line and the main building shall be used. Where lots abut a street that is designated a major street on the major street plan, all yards abutting said major street shall be measured from a line one-half ($\frac{1}{2}$) the proposed right-of-way width from the centerline, or from the lot line, whichever provides the greater setback. On other lots all yards abutting a street shall be measured from a line twenty-five (25) feet from the centerline, or from the lot line, whichever provides the greater setback.

YARD, FRONT

A yard across the full width of the lot from the front line of the main building to the front line of the lot.

YARD, REAR

A yard between the rear lot line and the rear line of the main building and the side lot lines.

YARD, SIDE

A yard between the main building and the adjacent side line of the lot, and extending entirely from a front yard to the rear yard.”

Note: language which is **bold, underlined** has been added; language which is [~~bracketed, stricken~~] has been removed.

Section 2. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: January 3, 2023

ITEM: Public Hearing for Bill No. 2023-105: Amending Section 405.110 District C-1 Retail Business District-Recreational Marijuana

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

REQUESTED COUNCIL MEETING DATE: January 3, 2023

ITEM: Bill No. 2023-105: Amending Section 405.110 District C-1 Retail Business District - Recreational Marijuana

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

- 1. Bill No. 2023-105 amending Section 405.110 District C-1 Retail Business District RE recreational marijuana**
-

PURPOSE:

The purpose of this item is to make the necessary ordinance adjustments to accommodate the Missouri Constitutional Amendment legalizing retail marijuana sales.

BACKGROUND:

The citizens of Missouri voted for a constitutional amendment legalizing the retail sales of marijuana. This amendment requires changes in city ordinances to accommodate this change.

This bill ordinance is to amend Section 405.110 C-1 Retail Business District - Recreational Marijuana. Public notifications have been made as prescribed by law. The Planning and Zoning committee has held a public hearing on the matter and declined to recommend these ordinance changes to the city council.

RECOMMENDATION:

In order to have the city ordinances consistent with state law, staff recommends that the city council approves these changes to the city ordinances.

AN ORDINANCE amending Title IV Land Use, Chapter 405 Zoning Regulations, Article II District Regulations, Section 405.110 District “C-1” Retail Business District, by changing land use related to marijuana as a result of November 8, 2022 general election ballot measure Amendment 3.

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

Section 1. That Title IV Land Use, Chapter 405 Zoning Regulations, Article II District Regulations, Section 405.110 District “C-1” Retail Business District is amended to read as follows:

“Section 405.110 District “C-1” Retail Business District.

A. Use Regulations. In "C-1" Retail Business District no building, structure, land or premises shall be used, and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, except for one (1) or more of the following uses: (for exceptions see Section 405.180, "Special Use Permits" and Section 405.200, "Non-Conforming Uses")

1. Any use permitted in "C-O" Non-Retail District.
2. Art gallery.
3. Art shop.
4. Automobile parking lots (patron parking only).
5. Barbershop.
6. Beauty shop.
7. Candy or confectionery.
8. Camera shop.
9. Catering service.
10. Clinic (dental or medical, allowing overnight patients only in emergency cases).
11. Craft shop.
12. Dental laboratory (accessory to dental clinic only).
13. Dressmaking shop, including tailoring.
14. Drugstore.

15. Fabric shop and notion store.
16. Florist.
17. Gift shop.
18. Interior decorator.
19. Leather goods store.
20. Library.
21. Luggage shop.
22. Music store.
23. Novelty store.
24. Pastry shop, provided no food is served on premises.
25. Photographic or portrait studio.
26. Pottery shop and ceramics (no baking or kiln operation is permitted).
27. Signs as provided in Section 405.240.
28. Stationery store, including office supplies and repair.
29. Stores for books, magazines and newspapers (new and used).
30. Telegraph offices.
31. Tobacco store.
32. Toy store.
33. Rental storage facilities.
34. The accessory use customarily incident to any of the above uses.

Note: The above specified uses shall be retail or service establishments exclusively; no drive-in or curbside service shall be permitted.

Such use shall not be obnoxious or offensive by reason of vibration, noise, odor, dust, smoke, or fumes.

B. Height And Area Regulations. In "C-1" Retail Business District the height of the buildings, the minimum dimensions of lots and yards and the minimum lot area per family permitted on any lot shall be as follows; provided that buildings erected exclusively for dwelling purposes shall comply with the front, side and rear yard requirements of "R-1" First Dwelling House District: (for exceptions, see Section 405.210, "Height and Area Exceptions")

1. Height. Buildings or structures shall not exceed forty-five (45) feet and shall not exceed three (3) stories.
2. Front yards. Same as "R-1" First Dwelling House District.
3. Side yards. No side yard is required except that where a side line of a lot in this district abuts upon the side line of a lot in "R-1" First Dwelling House District to "C-O" Non-Retail District inclusive, a side yard of not less than seven (7) feet shall be provided, and a side yard of fifteen (15) feet shall be provided on the street side of a corner lot.
4. Rear yards. The depth of the rear yard shall be at least fifteen percent (15%) of the depth of the lot, but such depth need not be more than twenty (20) feet, except that on a corner lot no rear yard is required within fifty (50) feet of a side street, unless the rear line adjoins a "R-1" First Dwelling House District to "C-O" Non-Retail District inclusive.
5. Lot area per family. Meets State standards.
6. Lot width. No minimum.
7. Parking regulations. See Section 405.230, "Off-Street Parking and Loading".

C. In District C-1, a [medical] marijuana dispensary facility shall be permitted, provided it is wholly within a stand-alone, entirely enclosed structure and the following restrictions are met:

1. The facility is no nearer than five hundred (500) feet to any public or private educational facility to include a licensed Missouri day care and/or house of worship, including, but not limited to, church, synagogue, mosque, cathedral, tabernacle, or other geographically and societally recognized house of worship. The prohibited distance shall be measured in a straight line from entrance door to entrance door.
2. In addition to any sign regulations found within this Code, the following shall apply to signage for a [medical] marijuana dispensary facility:
 - a. ~~[The facility shall not use signage or advertising with the words "marijuana," "cannabis" or any other word, phrase or symbol commonly understood to refer to marijuana unless such word, phrase or symbol is immediately preceded by the word "medical" in type and font that is at least as readily discernible as all other words, phrases or symbols.]~~

~~b. Facilities shall not advertise in a manner that is inconsistent with the medicinal use of marijuana or use advertisements that promote medical marijuana for recreational or any use other than for medicinal purposes.~~

e.] Compliance With State Law. Use shall remain at all times in compliance with Section 1 of Article XVI of the Missouri Constitution.”

Note: language which is **bold, underlined** has been added; language which is [~~bracketed, stricken~~] has been removed.

Section 2. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: January 3, 2023

ITEM: Public Hearing Bill No. 2023-106: Amending Section 405.130 C-3 Commercial Business District-Recreational Marijuana

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

REQUESTED COUNCIL MEETING DATE: January 3, 2023

ITEM: Bill No. 2023-106: Amending Section 405.130 C-3 Commercial Business District - Recreational Marijuana

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

- 1. Bill No. 2023-106 mending Section 405.130 District C-3 Commercial Business District RE recreational marijuana**
-

PURPOSE:

The purpose of this item is to make the necessary ordinance adjustments to accommodate Missouri Constitutional Amendment legalizing retail marijuana sales.

BACKGROUND:

The citizens of Missouri voted for a constitutional amendment legalizing the retail sales of marijuana. This amendment requires changes in city ordinances to accommodate this change.

This ordinance bill is to amend Section 405.130 C-3 Commercial Business District-Recreational Marijuana. Public notifications have been made as prescribed by law. The Planning and Zoning committee has held a public hearing on the matter and declined to recommend these ordinance changes to the city council.

RECOMMENDATION:

In order to have the city ordinances consistent with state law, staff recommends that the city council approves these changes to the city ordinances.

AN ORDINANCE amending Title IV Land Use, Chapter 405 Zoning Regulations, Article II District Regulations, Section 405.130 District “C-3” Commercial Business District, by changing land use related to marijuana as a result of November 8, 2022 general election ballot measure Amendment 3.

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

Section 1. That Title IV Land Use, Chapter 405 Zoning Regulations, Article II District Regulations, Section 405.130 District “C-3” Commercial Business District is amended to read as follows:

“Section 405.0130 District “C-3” Commercial Business District.

A. Use Regulations. In "C-3" Commercial Business District no building, structure, land or premises shall be used and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, except for one (1) or more of the following uses: (for exceptions see Section 405.180, "Special Use Permits" and Section 405.200, "Non-Conforming Uses")

1. Any use permitted in "C-2" General Business District.
2. Assembly halls and fraternal orders.
3. Automobile and truck, boat, trailer, recreational vehicle, farm, or irrigation equipment, motorcycles, and other motor vehicles, rooms, or yards, sales, service, maintenance, or repair.
4. Bowling alleys.
5. Buildings, structures, and premises for public utility services, or public service corporations, which buildings or uses the Council, after report to the Planning and Zoning Commission, deems reasonably necessary for public convenience or welfare.
6. Bus passenger stations.
7. Car wash.
8. Commercial recreation buildings.
9. Convenience stores.
10. Dry cleaning establishments, employing five (5) or less persons, and using non-explosive cleaning fluids.
11. Equipment rental.

12. Fuel stations.
13. Greenhouses (commercial).
14. Gymnasium.
15. Hospital for small animals (if within an enclosed building).
16. Laundries employing five (5) or less persons.
17. Miniature golf courses.
18. Package liquor stores.
19. Plumbing and heating and air-conditioning shops.
20. Printing and publishing plants (including book binding).
21. Public garages.
22. Radio and television broadcasting stations and studios, except towers (excluding church broadcasting stations).
23. Riding stables and tracks.
24. Shops for custom work, or manufacture of articles to be sold at retail only, on premises, and provided that the space occupied by the manufacturing permitted therein shall not exceed fifty percent (50%) of the total floor area of the entire building, and further, provided that such manufacturing use is not obnoxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.
25. Skating rinks.
26. Storage in bulk of, or warehouse for, such materials as are incidental to the sale at retail on the premises.
27. Swimming pools (commercial), water slides, and other water-related activities.
28. Tourist courts, subject to the following:
 - a. The number of tourist units shall not exceed the number obtained by dividing the total square foot area of the site by one thousand two hundred (1,200).
 - b. A distance of at least ten (10) feet to be maintained between buildings.

c. Each tourist cabin unit have a minimum enclosed area of two hundred (200) square feet and be provided with heating facilities, a lavatory, toilet, and tub or shower with hot and cold running water. Sanitary and water supply facilities and stalls shall be subject to approval of the City Health Officer.

29. Retail lumberyards.

30. ~~[Medical-m]~~ Marijuana cultivation facility (if within an entirely enclosed building).

31. Marijuana-infused products manufacturing facility (if within an entirely enclosed building).

32. ~~[Medical-m]~~ Marijuana testing facility (if within an entirely enclosed building).

33. Accessory uses customarily incident to any of the above uses.

Note: No dismantled or inoperable vehicles, parts, equipment, or material may be stored or displayed in front or side yard and such use shall not be obnoxious or offensive.

B. Height And Area Regulations. In "C-3" Commercial Business District the height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per family permitted on any lot shall be as follows, provided that buildings erected exclusively for dwelling purposes shall comply with the front, side and rear yard requirements of "R-1" First Dwelling House District: (for exceptions see Section 405.210, "Height and Area Exceptions")

1. Height. Buildings or structures but for stand-alone signage, shall not exceed fifty-five (55) feet. If located within one-half (1/2) mile of an interstate highway, there shall be no limitation on the height of stand-alone signage; provided, however, the physical location of the sign shall not be closer to any adjoining City street or road than the height of the sign plus ten (10) feet. All other stand-alone signage within the City's "C-3" zoning classification shall not exceed forty-five (45) feet.

2. Front Yards. Any building hereafter constructed shall provide a front yard the minimum depth of which shall be fifteen (15) feet.

3. Side Yards. Same as "C-1" Retail Business District.

4. Rear Yards. No rear yard required.

5. Lot Area Per Family. Same as "R-3" Apartment House District.

6. Lot Width. No minimum.

7. Parking Regulations. See Section 405.230, "Off-Street Parking and Loading."

C. Uses identified in Section 405.130(A)(33), (34) and (35) shall be permitted, provided, they are wholly within a stand-alone, entirely enclosed structure and the following restrictions are met:

1. The facility is no nearer than five hundred (500) feet to any public or private educational facility to include a licensed Missouri day care and/or house of worship including, but not limited to, church, synagogue, mosque, cathedral, tabernacle or other geographically and societally recognized house of worship. The prohibited distance shall be measured in a straight line from entrance door to entrance door.

2. In addition to any sign regulations found within this Code, the following shall apply to signage for a [medical] marijuana dispensary facility:

a. ~~[The facility shall not use signage or advertising with the words "marijuana," "cannabis" or any other word, phrase or symbol commonly understood to refer to marijuana unless such word, phrase or symbol is immediately preceded by the word "medical" in type and font that is at least as readily discernible as all other words, phrases or symbols.]~~

b. ~~Facilities shall not advertise in a manner that is inconsistent with the medicinal use of marijuana or use advertisements that promote medical marijuana for recreational or any use other than for medicinal purposes.~~

c. ~~Compliance With State Law. Use shall remain at all times in compliance with Section 1 of Article XVI of the Missouri Constitution.~~

Note: language which is **bold, underlined** has been added; language which is ~~[bracketed, stricken]~~ has been removed.

Section 2. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: January 3, 2023**ITEM:** Amendment to Electric Service Agreement with Liberty Utilities

ORIGINATING DEPARTMENT: Public Works Department**ATTACHMENT:**

1. Liberty amended agreement WO#984328
 2. Liberty amended agreement WO#984335
 3. Liberty amended agreement WO#986185
-

PURPOSE:

To seek Council approval of the amendment of the contract with Liberty Utilities.

BACKGROUND:

This amendment is for the replacement of three none working lights and being replaced with LED lights. The amendment will come with an increase in usage charges per month.

1. Sherman St and Washington St	WO #986185	monthly increase	\$0.76
2. Hill St and Washington St	WO #984328	monthly increase	\$0.76
3. Oak Cliff and Knapp Ct	WO #984335	monthly increase	\$0.76
Total increase			\$2.28

RECOMMENDATION:

City Staff recommends council approve the contract and authorize the mayor to sign the noted amendments.

The Empire District Electric Company

Work Order # 984328

Request for Change in Street Lighting Service

Missouri

City of Neosho

hereinafter called CITY, on the

Pursuant to a Resolution adopted by the governing body of the

15th day of December, 2022 The Empire District Electric Company, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	QTY	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Hill St and Washington St	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 350.76	
Remove	Hill St and Washington St	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 350.76	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 296.38	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$296.38
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$26.67
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$9.08
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.76

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at X this X day of X
 (SEAL) X
 ATTEST: X
X Clerk of Neosho By X Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	472	6,000L - 70W	11	12,000L - 175W	9	7,500 - 9,500L - 150W	119
11,000L - 250W	13	16,000L - 150W	209	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 984328

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$296.38

\$55,945.39

\$621,615.43

The Empire District Electric Company

Company Representative Completing Contract: Jayden Wellesley

Executed at Joplin, Mo this _____ day of _____

By _____
(VICE PRESIDENT)

Work Order # 984335

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

hereinafter called CITY, on the

Pursuant to a Resolution adopted by the governing body of the

15th day of December, 2022 The Empire District Electric Company, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Oak Cliff and Knapp Ct	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 350.76	
Remove	Oak Cliff and Knapp Ct	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 350.76	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 296.38	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$296.38
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$26.67
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$9.08
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.76

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at X this X day of X
 (SEAL)
 ATTEST: X
X By X
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	473	6,000L - 70W	11	12,000L - 175W	9	7,500 - 9,500L - 150W	118
11,000L - 250W	13	16,000L - 150W	209	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 984335	DATE COMPLETED	
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
\$296.38	\$55,918.71	\$621,319.05

The Empire District Electric Company

Company Representative Completing Contract: Jayden Wellesley

Executed at Joplin, Mo this _____ day of _____ By _____
 (VICE PRESIDENT)

The Empire District Electric Company

Work Order # 986185

Request for Change in Street Lighting Service

Missouri

City of Neosho

hereinafter called CITY, on the

Pursuant to a Resolution adopted by the governing body of the

15th day of December, 2022 The Empire District Electric Company, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	QTY	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	E Sherman and S Washington St	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 350.76	
Remove	E Sherman and S Washington St	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 350.76	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 296.38	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$296.38
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E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
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G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.76

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at X this X day of X
 (SEAL)
 ATTEST: X
X Clerk of Neosho By X Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	471	6,000L - 70W	11	12,000L - 175W	9	7,500 - 9,500L - 150W	120
11,000L - 250W	13	16,000L - 150W	209	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 986185

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$296.38

\$55,972.06

\$621,911.81

The Empire District Electric Company

Company Representative Completing Contract: Jayden Wellesley

Executed at Joplin, Mo this _____ day of _____

By _____
(VICE PRESIDENT)