FLORISSANT CITY COUNCIL AGENDA
City Hall
955 rue St. Francois
Monday March 9, 2020
7:30 PM
Karen Goodwin, MMC/MRCC

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL OF MEMBERS

III. APPROVAL OF MINUTES

- Meeting minutes and Executive Meeting Minutes of February 24, 2020

IV. HEARING FROM CITIZENS

(Speaker cards are available at the entrance to the Council Chambers)

V. COMMUNICATIONS

VI. PUBLIC HEARINGS

None		

VII. OLD BUSINESS

A. *BILLS FOR SECOND READING*

9587	Ordinance authorizing a transfer of Special Use Permit no. 8407 from Hwy 67 BBQ to Shade Partners, LLC d/b/a Shade Restaurant and bar for the property located at 1752-1754 N. New Florissant Road.	2nd Reading Siam
9589	Ordinance authorizing a transfer of Special Use Permit no. 7621 from AMMA Inc. d/b/a Dogs N Frys to House of Jollof, LLC for the operation of a sit-down, carry-out restaurant located at 503 Paul Avenue.	2nd Reading Manganelli

S9590	Ordinance authorizing an amendment to Article III, "Dance Halls and Similar Businesses" by deleting it in its entirety and replacing it with a new section.	2nd Reading Caputa

VIII. NEW BUSINESS

A. *BOARD APPOINTMENTS*

B. *REQUESTS*

Liquor (Ward 5) Application	Request for a Malt Liquor and Wine Package Liquor license for Family Dollar Store #30875 located at 750 S. New Florissant Road. (postponed to this day on February 24, 2020)	Michael Mullooly
Liquor (Ward 9) Application	Request for a Malt Liquor and Wine Package Liquor license for Family Dollar Store #28743 located at 2568 N. Highway 67. (postponed to this day on February 24, 2020)	Michael Mullooly
SPUxfr (Ward 6) Application	Request to transfer Special Use Permit no. 8463 as amended from Top Gear Auto LLC to The Hertz Corporation to allow for an auto rental business located at 1285 N. Hwy 67.	Erin Helfert

C. *BILLS FOR FIRST READING*

9591	Ordinance authorizing a transfer Special Use Permit no. 8463 as amended from Top Gear Auto LLC to The Hertz Corporation to allow for an auto rental business located at 1285 N. Hwy 67.	Henke
E9592	Ordinance amending section 605.459 of Article XVII "Residential Rental Real Estate"	Caputa
9593 Memo	Ordinance authorizing the Mayor to enter into a Master Equity Lease agreement with Enterprise FM Trust for the lease of City of Florissant fleet vehicles.	Caputa

IX. COUNCIL ANNOUNCEMENTS

X. MESSAGE FROM THE MAYOR

XI. ADJOURNMENT

THIS AGENDA WAS POSTED AT THE FLORISSANT CITY HALL ON MARCH 6TH, 2020 AT 12:00 PM ON THE BULLETIN BOARD OUTSIDE THE COUNCIL CHAMBERS. ANY ONE WISHING TO ATTEND THE COUNCIL MEETING WHO HAS SPECIAL NEEDS MARCH 9, 2020.

CITY OF FLORISSANT

COUNCIL MINUTES

February 24, 2020

The Florissant City Council met in regular session at Florissant City Hall, 955 rue St. Francois on Monday, February 24, 2020 at 7:30 p.m. with Council President Caputa presiding. The Chair asked everyone in attendance to stand and join in reciting the Pledge of Allegiance.

The Council President requested a Moment of Silence commemorating the lives of Richard "Dick" Kellett and Mike Smoot.

On Roll Call the following Councilmembers were present: Harris, Manganelli, Eagan, Caputa, Schildroth, Henke, Pagano, Parson and Siam. Also present was Mayor Timothy Lowery, City Clerk Karen Goodwin, and City Attorney John Hessel. A quorum being present the Chair stated that the Council Meeting was in session for the transaction of business.

Councilman Schildroth moved to approve the Executive Minutes and Meeting Minutes of February 10, 2020 and the Work Session Minutes of February 12, 2020, seconded by Pagano. Motion carried.

The next item on the Agenda was *Hearing from Citizens.*

Tiffany Bush, Ferguson Florissant School Board candidate, introduced herself to the Council and Mayor. Council President Caputa informed Ms. Bush that the "Hearing from Citizens" section of the agenda could not be used for political purposes.

Robert Smith, resident, asked again for details about an $11,000 budget transaction which occurred in 2016 and has since been redeposited into FY 2020 Budget.

Darlene Mathis, resident, expressed her concerns about the dangerous intersection at Derhake and Parker Roads. She would like a traffic study to be completed.

John Engelmeyer, resident, expressed his condolences on the passing of Kevin O'Donnell.

The next item on the Agenda was *Communications* of which there was none.

The next item on the Agenda was *Public Hearings* of which there were none.

The Chair stated that the next item on the agenda was Second Readings.

Councilman Henke moved that Bill No. 9584 Ordinance to authorize a Special Use Permit to Florissant Brewing, LLC d/b/a Narrow Gauge Brewing Company for the operation of a brewpub for the property located at 1545 N. Hwy. 67, be read for a second time, seconded by Caputa. Motion carried and Bill No. 9584 was read for a second time. Councilman Henke moved that Bill No. 9584 be read for a third time, seconded by Siam. Motion carried and Bill No. 9584 was read for a third and final time and placed upon its passage.

Before the final vote all interested persons were given an opportunity to be heard. Being no citizens who wished to speak, on roll call the Council voted: Harris yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth yes, Henke yes, Pagano yes, Parson yes and Siam yes. Whereupon the Chair declared Bill No. 9584 to have passed and became Ordinance No. 8600.

Councilman Siam moved that Bill No. 9585 Ordinance to authorize a Special Use Permit to Marikit Villasis-Corbin d/b/a La Patisserie to allow for the operation of a sit-down, carry-out restaurant located at 119 Flower Valley Shopping Center be read for a second time, seconded by Eagan. Motion carried and Bill No. 9585 was read for a second time. Councilman Siam moved that Bill No. 9585 be read for a third time, seconded by Pagano. Motion carried and Bill No. 9585 was read for a third and final time and placed upon its passage.

Before the final vote all interested persons were given an opportunity to be heard. Being no citizens who wished to speak, on roll call the Council voted: Harris yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth yes, Henke yes, Pagano yes, Parson yes and Siam yes. Whereupon the Chair declared Bill No. 9585 to have passed and became Ordinance No. 8601.

Councilman Henke moved that Bill No. 9586 Ordinance to authorize a Special Use Permit to Avis Budget Car Rental, LLC, for the operation of a Car Leasing Facility for the property located at 730 N. Hwy. 67 be read for a second time, seconded by Caputa. Motion carried and Bill No. 9586 was read for a second time. Councilman Henke moved that Bill No. 9586 be read for a third time, seconded by Pagano. Motion carried and Bill No. 9586 was read for a third and final time and placed upon its passage.

Before the final vote all interested persons were given an opportunity to be heard. Being no citizens who wished to speak, on roll call the Council voted: Harris yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth yes, Henke yes, Pagano yes, Parson yes and Siam yes. Whereupon the Chair declared Bill No. 9586 to have passed and became Ordinance No. 8602.

The next item on the Agenda was board appointments.

Councilman Schildroth moved to reappoint Lee Baranowski, 15 Graybrooke Lane, to the Planning & Zoning Commission, seconded by Eagan. Motion carried.

Councilman Schildroth moved to accept the Mayor's reappointment of Jean Knoltkamper, 545 Versailles, to the Disability Awareness Commission, seconded by Eagan. Motion carried.

Councilman Schildroth moved to accept the Mayor's reappointment of Mary Janis, 135 St. Regis, to the Emergency Management Commission, seconded by Pagano. Motion carried.

Councilman Siam moved to accept the request to transfer Special Use Permit No. 8407 from Hwy. 67 BBQ to Shade Partners, LLC d/b/a Shade Restaurant & Bar for the property located at 1752-1754 N. New Florissant Rd., second by Caputa.

Councilman Eagan moved to suspend the rules in order to hear from the petitioners, second by Schildroth. Motion carried.

Mr. Rankin and Mr. Dew appeared before the Council.

Councilman Eagan expressed concerns over trash in the rear lot, full trash cans and cooking items that have been left outside. He also asked why the windows have been blackened. And finally, will a dish washer or sanitizer be installed.

The original owner, Chris Alexander, stated that he had his daughter's birthday party over the weekend at the restaurant and he will clean up the site. He added that the three bay sink satisfies the sanitation requirement by St. Louis County. The petitioners stated that the windows have not been blacked out, but they did choose to darken them.

Councilman Siam stated he had received complaints from residents in the neighborhood and appreciated the guarantee that the site will be cleaned up. He noted that the venue for the comedy club performance has not been changed/deleted on Facebook as of this evening. Mr. Dew stated that he had refunded all the money that he had previously collected. The petitioners will not be charging for the event, but they would like to keep it free and have a soft opening.

In response to Mr. Henke's question, Mr. Rankin stated that they would not be having any paid events. They will revisit the Special Use Permit if that changes in the future.

On the motion to accept the transfer, the motion carried.

Councilman Siam moved to approve the request for a Full Liquor by the Drink License for Shade Partners, LLC d/b/a Shade Restaurant & Bar located at 1752-1754 N. New Florissant Rd., seconded by Parson. On roll call the Council voted: Harris yes, Manganelli yes, Eagan yes, Caputa no, Schildroth yes, Henke yes, Pagano yes, Parson yes and Siam yes. The license was approved.

Councilman Manganelli moved to accept a request for a transfer of Special Use Permit No. 7621 from Dogs 'N Fry's to House of Jollof, LLC for the operation of a sit-down, carry-out restaurant for the property located at 503 Paul Ave, seconded by Eagan. Motion carried

As a result of the petitioner not in attendance, Councilman Schildroth moved to postpone the request for a Malt Liquor and Wine Package Liquor License for Family Dollar Store #30875 located at 750 S. New Florissant Road until 3/9/2020 seconded by Siam. Motion carried.

As a result of the petitioner not in attendance, Councilman Siam moved to postpone the request for a Malt Liquor and Wine Package Liquor License for Family Dollar Store #28743 located at 2568 N. Highway 67 until 3/9/2020, seconded by Schildroth. Motion carried.

The next item on the agenda was First Readings.

Councilman Siam introduced Bill No. 9587 Ordinance authorizing a transfer of Special Use Permit No. 8407 from Hwy 67 BBQ to Shade Partners, LLC d/b/a Shade Restaurant and Bar for the property located at 1752-1754 N. New Florissant Road and said Bill was read for the first time by title only.

Councilman Manganelli introduced Bill No. 9589 Ordinance to authorize a transfer of Special Use Permit No. 7621 from AMMA, Inc. d/b/a Dogs 'N Fry's to House of Jollof, LLC for the operation of a sit-down, carry-out restaurant located at 503 Paul Ave and said Bill was read for the first time by title only.

Councilman Caputa introduced Bill No. 9590 Ordinance authorizing an amendment to Article III, "Dance Halls and Similar Businesses" by deleting it in its entirety and replacing it with a new Section and said Bill was read for the first time by title only.

The next item on the Agenda was Council Announcements.

Councilman Eagan reminded everyone to donate to the TEAM food pantry. He announced that the St. Ferdinand annual charity basketball tournament and BBQ will benefit Natalie Pessimenti and will be held the end of February on Saturdays and Sundays for the next 5 weekends.

Councilman Parson stated that in light of Black History Month, he would like to note that Ms. Rebecca Crumpler was the first African American to receive her medical degree and Ms. Katherine Johnson was a brilliant American mathematician who worked for NASA and calculated the figures for the first space flight. She was portrayed in the movie "Hidden Figures" in 2016. She recently passed away at 101 years of age.

Councilman Harris thanked the residents, employees and the Mayor for attending the recent Ward 1 meeting. On March 21 there will be a Ward 1 litter pick-up from 10 a.m. until noon. Mann's Meats will be hosting a St. Baldrick's fundraiser for childhood cancer on March 5 from 11 am to 7 pm.

Councilman Manganelli suggested that residents start planning a neighborhood block party on their street. He encouraged all residents to join their local Neighborhood Watch group.

Councilman Caputa reminded everyone to secure their firearms and not leave them in their cars. He reminded anyone not to leave their cars running when warming them up. It creates a crime of opportunity.

The next item on the Agenda was Mayor Announcements.

On March 12th from 4-8 there will be a public hearing for the Hwy 270 project at the Florissant Valley Community College.

The Public Hearing for the MSD waste water rate increase will be held on Ferguson Community Empowerment Center on March 11 from 6-8.

The 2020 Census is extremely vital to Florissant and the North County Community and he encouraged everyone to be counted.

"Party on the Ice" will be held on March 6 at the JJE Ice Rink for 5-8 grade students.

The 12th Annual Trash Bash will be held on March 21at Sunset Park Nature Lodge.

The Valley of Flowers Committee continues accepting applications for the Valley of Flowers Queen Candidates for the upcoming VOF Festival.

The Council President announced that the next regular City Council Meeting was scheduled for Monday, March 9, 2020 at 7:30 pm.

Councilwoman Pagano moved to adjourn the meeting, seconded by Caputa. Motion carried. The meeting was adjourned at 8:12 p.m.

_____

Karen Goodwin, MPPA/MMC/MRCC
City Clerk

The following Bills were signed by the Mayor:

Bill No. 9584	Ord. 8600
Bill No. 9585	Ord. 8601
Bill No. 9586	Ord. 8602

CITY OF FLORISSANT
CITY COUNCIL
OPEN EXECUTIVE SESSION
February 24, 2020

The City Council of the City of Florissant met in open Executive Session on Monday, February 24, 2020 at 6:30 pm. in the Council Chambers at 955 rue St. Francois, with President Caputa presiding. On Roll Call the following Council members were present: Harris, Manganelli, Eagan, Caputa, Schildroth, Henke, Pagano, Parson, Siam,. Also present was Mayor Timothy Lowery, City Clerk Karen Goodwin and City Attorney John Hessel.

Council President Caputa stated that the first item for discussion was the vehicle lease proposal. Mayor Lowery stated that the administration is looking for direction from the Council on whether or not to proceed any further with this proposal.

Todd Hughes, Public Works Director and Steve Weiersmueller, IT Director were present to discuss the proposal.

Councilwoman Pagano requested a list of all city vehicles; year, make and model.

Councilman Egan asked if the $27,000 that is currently in the budget for vehicle maintenance could be reduced. Mr. Hughes stated that it could be reduced but he has had to come back to the council in the past for additional funds for vehicle repair. Councilman Eagan asked about the reasons for different types of vehicles.

Mr. Hughes explained the materials that were presented to the City Council for their review.

Councilwoman Pagano asked about government pricing. Mr. Hughes pointed out the list in the materials. Councilwoman Pagano asked about ownership of the vehicles.

Christopher Lloyd, representative from Enterprise Leasing, explained that the city maintains ownership of the vehicles; the process is the same as financing, not like a dealership style lease.

Councilman Manganelli asked about insurance costs. Mr. Weiersmueller stated that the cost of insurance would be lower.

Councilman Parson asked Mr. Lloyd how Enterprise benefits from this agreement. Mr. Lloyd answered that Enterprise is like a banker, they earn interest, management fee and service charges that are all figured in to the up-front pricing.

Councilman Harris stated that he is supportive of the leasing of city vehicles.

Councilman Caputa asked if this would need to go to bid, are there others that could offer a better price. Mr. Lloyd stated that Enterprise got the state bid by being competitive.

Councilman Henke stated that he feels the lease is beginning to make more sense.

Councilwoman Pagano asked why all of the other cities are not doing the lease. Mr. Lloyd stated that they are just getting started and more cities are beginning to move in this direction.

Council President Caputa stated that the next item on the agenda is the amendment to the Dance Hall License provisions.

Mr. Hessel explained that the Dance Hall license was put in place years ago to address dances where there was a cover charge expected. He stated that the staff is recommending updating this license provision to include one-time events that require a cover charge. Each event would require a recommendation from the Police Department and Fire Department and final approval of the City Council. As the ordinance is written, the permit fee is $10.00, Mr. Hessel stated that he feels the Council could increase that fee if they so desired.

Councilman Schildroth feels the fee should be increased to $100.

Councilman Eagan asked if they could do a comedy club. Mr. Hessel stated that as of now, we do not have a classification in the zoning code for comedy club.

There being no further business to discuss, Councilwoman Pagano motioned to adjourn, seconded by Schildroth. Motion carried and the meeting adjourned at 7:26 p.m.

_____

Karen Goodwin
City Clerk

INTRODUCED BY COUNCILMAN SIAM
FEBRUARY 24, 2020

BILL NO. 9587 ORDINANCE NO.

ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE PERMIT NO. 8407 FROM HWY 67 BBQ TO SHADE PARTNERS, LLC D/B/A SHADE RESTAURANT AND BAR FOR THE PROPERTY LOCATED AT 1752-1754 N. NEW FLORISSANT ROAD.

WHEREAS, the Florissant Zoning Ordinance authorizes the Council of the City of Florissant, by Special Use Permit, after public hearing thereon, to permit the location of a restaurant; and

WHEREAS, 5 Aces BBQ was granted Special Use Permit no. 8376 for the location of a restaurant located at 1752-54 N. New Florissant Road, and

WHEREAS Special Use Permit no. 8376 was transferred to CA44 d/b/a Hwy 67 BBQ by Ordinance no. 8407; and

WHEREAS, an application has been filed by Shade Partners LLC to transfer the Special Use Permit authorized by Ordinance No. 8407 to its name; and

WHEREAS, the City Council of the City of Florissant determined at its meeting on February 10, 2020 that the business would be operated in substantially identical fashion as set out herein; and

WHEREAS, Shade Partners, LLC has accepted the terms and conditions set out in Ordinance No. 8407 as transferred from Ordinance no. 8376.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1: The Special Use Permit authorized by Ordinance No. 8407 is hereby transferred Hwy 67 BBQ to Shade Partners, LLC d/b/a Shade Restaurant and bar for the property located at 1752-1754 N. New Florissant Road.

Section 2: The terms and conditions of said Special Permit authorized by Ordinance No. 8407 as transferred from Ordinance no. 8376 shall remain in full force and effect.

Section 3: The Special Use Permit herein authorized shall terminate if the said business ceases operation for a period of more than ninety (90) days.

Section 4: This ordinance shall become in force and effect immediately upon its passage and approval.

Adopted this _____ day of _____, 2020.

_____
Jeff Caputa
Council President

Approved this _____ day of _____, 2020.

_____
Timothy J. Lowery
Mayor, City of Florissant

ATTEST:

_____
Karen Goodwin, MPPA/MMC/MRCC
City Clerk

TRANSFER OF SPECIAL PERMIT

AUTHORIZED BY ORDINANCE NUMBER (S) 8407

FROM CAAL LLC Hwy 67 BBQ

TO DIBA Shade partner, LLC DBA Shade Restaurant + Bar

FOR Restaurant

ADDRESS 1752-54 N. New Florissant Rd

Ward 9 Zoning ——— Date Filed ——— Accepted By ——

TRANSFER OF SPECIAL USE PERMIT PETITION

TO THE CITY COUNCIL OF THE CITY OF FLORISSANT:

1. Comes now Shade Partners, LLC and states to the City Council that he (she) (they) has (have) the following legal interest in the property located at 1752-1754 N. New Florissant Rd in the City of Florissant, Missouri. Legal interest: ( ) Lease or ( ) Simple Title
(Attach signed copy of lease or deed)

2. The petitioner(s) further state that he (she) (they) has (have) not made any arrangement to pay any commission, gratuity, or consideration, directly or indirectly to any official, employee, or appointee of the City of Florissant, with respect to this petition.

3. The applicant will operate the business in the same manner and under the same conditions as set out in the original ordinance granting the special permit or any amendments thereto, except for any proposed change in sign face of an authorized sign.

PETITIONER SIGNATURE Gerald Rankin
Individual's Name

FOR: Shade Partners, LLC
Company, Corporation, Partnership

4. I (we) hereby certify that (indicate **one only**):

(✓) I (we) have a legal interest in the above described property.
( ) I am (we are) the duly appointed agent (s) of the petitioner, and that all information given is true and a statement of fact.

SIGNATURE _____

ADDRESS 5179 Cabanne Ave. St Louis, MO. 63113

Telephone No. 314-348-1884 Email address g.Maurice1911@gmail.com

I (we) the petitioner(s) do hereby appoint _____ as my (our) duly authorized agent to represent me (us) in regard to this petition.

_____
PETITIONER SIGNATURE

Note: Petitioner or his/her authorized agent will be the only person(s) permitted to make the presentation to the City Council.

5. Acknowledgement and consent of owner to Transfer Special Permit Petition.

_____
SIGNATURE OF OWNER

Information sheet to be attached to all requests for Transfer of Special Permit

Type of Operation: (Select One)

Individual ☐ Partnership☐ Corporation ☐ LLC ☑

INDIVIDUAL:

Name & address _____

Telephone number & email address _____

Business name/address/phone _____

Copy of fictitious name registration, if applicable _____

PARTNERSHIP:

Name & address of partner (s) _____

_____

Telephone number(s) and email address (s) _____

Business name/ address /phone _____

Copy of fictitious name registration, if applicable _____

CORPORATION OR LLC:

Name & address of all corporate officers Gerald Rankin 5179 Cabanne Ave. STL, MO 63113
Princeton Dew

Telephone numbers & email addresses 314-348-1884 g.maurice19@gmail.com

Business name/address/phone Shade Partners, LLC 1752-1754 N. New Florissant Rd 314-403-2094

Photocopy of Corporation/LLC Articles and Certificate _____

Date of incorporation/LLC Jan 2020

Copy of fictitious name registration, if applicable

Copy of latest Missouri Anti-Trust affidavit (annual registration of corporate officers)

CITY OF FLORISSANT

Honorable Thomas P. Schneider, Mayor

TRANSFER OF SPECIAL USE PERMIT

The undersigned hereby acknowledges receipt of a copy of Ordinance Number 8467 which authorized a Special Permit:

TO: Five Acres BBQ / Hwy 67 BBQ

FOR: Restaurant

and agree to the terms and conditions listed in said ordinance and to any additional term and conditions that the City Council shall deem appropriate.

Princeton Dew

PRINT - NAME OF APPLICANT

SIGNATURE OF APPLICANT

CITY HALL	POLICE DEPARTMENT	PARKS DEPARTMENT	HEALTH DEPARTMENT	MUNICIPAL COURT
955 Rue St. Francois	1700 North Highway 67	#1 James J. Eagan Drive	#1 St. Ferdinand Drive	1055 Rue St. Francois
Florissant, MO 63031	Florissant, MO 63033	Florissant, MO 63033	Florissant, MO 63031	Florissant, MO 63031
314 / 921-5700	314 / 831-7000	314 / 921-4466	314 / 839-7654	314 / 921-3322
Fax: 314 / 921-7111	Fax: 314 / 830-6045	Fax: 314 / 839-7672	Fax: 314 / 839-7656	Fax: 314 / 839-7663
TDD: 314 / 839-5142				

www.florissantmo.com

~ Gold for the Value of Elective Government ~ White for a Clean, Healthy City ~ Green for the Gift of Fertile Land ~

INTRODUCED BY COUNCILMAN HENKE
APRIL 9, 2018

BILL NO. 9380 ORDINANCE NO. 8407

ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE PERMIT NO. 8376 FROM 5 ACES BBQ TO CA44 LLC D/B/A HWY 67 BBQ FOR THE OPERATION OF A RESTAURANT LOCATED AT 1752-1754 N. NEW FLORISSANT ROAD.

WHEREAS, the Florissant Zoning Ordinance authorizes the Council of the City of Florissant, by Special Use Permit, after public hearing thereon, to permit the location and operation of a restaurant; and

WHEREAS, pursuant to Ordinance No. 8376, 5 Aces BBQ was granted a Special Use Permit for the location and operation of restaurant on the property known as 1752-1754 N. New Florissant Road; and

WHEREAS, an application has been filed by CA44 LLC d/b/a Hwy 67 BBQ to transfer the Special Use Permit authorized by Ordinance No. 8376 to its name; and

WHEREAS, the City Council of the City of Florissant determined at its meeting on April 9, 2018 that the business operated under Ordinance Nos. 8376 would be operated in a substantially identical fashion as set out herein; and

WHEREAS, CC44 LLC has accepted the terms and conditions set out in Ordinance No. 8376.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1: The Special Use Permit authorized by Ordinance No. 8376 originally issued 5 Aces BBQ is hereby transferred to CC44 LLC d/b/a Hwy 67 BBQ for the location and operation of a restaurant on the property known as 1752-1754 N. New Florissant Road.

Section 2: The terms and conditions of said Special Permit authorized by Ordinance No. 8376 shall remain in full force and effect.

Section 3: The Special Use Permit herein authorized shall terminate if the said business ceases operation for a period of more than ninety (90) days.

Section 4: This ordinance shall become in force and effect immediately upon its passage and approval.

Adopted this 23 day of April, 2018.

Jackie Pagano
Council President

Approved this 24 day of April, 2018.

Thomas P. Schneider
Mayor, City of Florissant

ATTEST:

Karen Goodwin, MMC/MRCC
City Clerk

INTRODUCED BY COUNCILMAN MANGANELLI
FEBRUARY 24, 2020

BILL NO. 9589 ORDINANCE NO.

ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE PERMIT NO. 7621 FROM AMMA INC. D/B/A DOGS N FRYS TO HOUSE OF JOLLOF, LLC FOR THE OPERATION OF A SIT-DOWN, CARRY-OUT RESTAURANT LOCATED AT 503 PAUL AVENUE.

WHEREAS, the Florissant Zoning Ordinance authorizes the Council of the City of Florissant, by Special Use Permit, after public hearing thereon, to permit the location of a restaurant; and

WHEREAS, AMMA, Inc. d/b/a Dogs N. Frys, was granted Special Use Permit no. 7621 for the location of a restaurant located at 503 Paul, and

WHEREAS, an application has been filed by House of Jollof, LLC to transfer the Special Use Permit authorized by Ordinance No. 7621 to its name; and

WHEREAS, the City Council of the City of Florissant determined at its meeting on February 24, 2020 that the business would be operated in substantially identical fashion as set out herein; and

WHEREAS, House of Jollof, LLC has accepted the terms and conditions set out in Ordinance No. 7621.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1: The Special Use Permit authorized by Ordinance No. 7621 is hereby transferred from AMMA Inc. d/b/a Dogs N Frys to House of Jollof, LLC for the operation of a sit-down, carry-out restaurant located at 503 Paul Avenue.

Section 2: The terms and conditions of said Special Permit authorized by Ordinance No. 7621 shall remain in full force and effect.

Section 3: The Special Use Permit herein authorized shall terminate if the said business ceases operation for a period of more than ninety (90) days.

Section 4: This ordinance shall become in force and effect immediately upon its passage and approval.

Adopted this _____ day of _____, 2020.

_____
Jeff Caputa
Council President

Approved this _____ day of _____, 2020.

_____
Timothy J. Lowery
Mayor, City of Florissant

ATTEST:

_____
Karen Goodwin, MPPA/MMC/MRCC
City Clerk

TRANSFER OF SPECIAL PERMIT

AUTHORIZED BY ORDINANCE NUMBER (S) 7621

FROM Dogg n Fry's

TO House of Jollof

FOR Operation of a sit down, carry-out Restaurant + catering

ADDRESS 503 Paul Avenue, Florissant, MO 63031

Ward 2 Zoning ——— Date Filed ——— Accepted By ———

TRANSFER OF SPECIAL USE PERMIT PETITION

TO THE CITY COUNCIL OF THE CITY OF FLORISSANT:

1. Comes now Agyeman Manu-Dapaah and states to the City Council that he (she) (they) has (have) the following legal interest in the property located at 503 Paul in the City of Florissant, Missouri. Legal interest: (X) Lease or ( ) Simple Title
(Attach signed copy of lease or deed)

2. The petitioner(s) further state that he (she) (they) has (have) not made any arrangement to pay any commission, gratuity, or consideration, directly or indirectly to any official, employee, or appointee of the City of Florissant, with respect to this petition.

3. The applicant will operate the business in the same manner and under the same conditions as set out in the original ordinance granting the special permit or any amendments thereto, except for any proposed change in sign face of an authorized sign.

PETITIONER SIGNATURE Dapaah Agyeman Manu-Dapaah
Individual's Name

FOR: House of Jollof LLC
Company, Corporation, Partnership

2/18/2020
cc to Council
Hessel + Mayor

4. I (we) hereby certify that (indicate **one only**):

(✓) I (we) have a legal interest in the above described property.
( ) I am (we are) the duly appointed agent (s) of the petitioner, and that all information given is true and a statement of fact.

SIGNATURE Deborah

ADDRESS 503 Paul Avenue, Florissant, MO 63031

Telephone No. 3146809471 Email address Jolly sunday@gmail.com

I (we) the petitioner(s) do hereby appoint _____ as my (our) duly authorized agent to represent me (us) in regard to this petition.

Deborah
PETITIONER SIGNATURE

Note: Petitioner or his/her authorized agent will be the only person(s) permitted to make the presentation to the City Council.

5. Acknowledgement and consent of owner to Transfer Special Permit Petition.

Mo Mangal
SIGNATURE OF OWNER

Information sheet to be attached to all requests for Transfer of Special Permit

Type of Operation: (Select One)

Individual ☐ Partnership☐ Corporation ☐ LLC ☑

~~INDIVIDUAL~~: LLC

Name & address Agyeman Manu-Dapaah, 161 Boardwalk Gardens Dr. O'Fallon

Telephone number & email address 314 680 9471 jollofsunday@gmail.com

Business name/address/phone House of Jollof

Copy of fictitious name registration, if applicable _____

PARTNERSHIP:

Name & address of partner (s) _____

_____

Telephone number(s) and email address (s) _____

Business name/ address /phone _____

Copy of fictitious name registration, if applicable _____

CORPORATION OR LLC:

Name & address of all corporate officers _____

_____

Telephone numbers & email addresses _____

Business name/address/phone _____

Photocopy of Corporation/LLC Articles and Certificate _____

Date of incorporation/LLC _____

Copy of fictitious name registration, if applicable

Copy of latest Missouri Anti-Trust affidavit (annual registration of corporate officers)

STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

House of Jollof LLC
LC001547746

filed its Articles of Organization with this office on the 18th day of July, 2017, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 18th day of July, 2017, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 18th day of July, 2017.

Secretary of State

State of Missouri
John R. Ashcroft, Secretary of State
Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

LC001547746
Date Filed: 7/18/2017
John R. Ashcroft
Missouri Secretary of State

Articles of Organization

(Submit with filing fee of $105.00)

1. The name of the limited liability company is
House of Jollof LLC
(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "L.L.C.," or "LLC")

2. The purpose(s) for which the limited liability company is organized:
Food Service

3. The name and address of the limited liability company's registered agent in Missouri is:

Name	Street Address: May not use PO Box unless street address also provided	City/State/Zip
AGYEMAN MANU-DAPAAH	161 BOARDWALK GARDENS DR	O'FALLON MO 63368

4. The management of the limited liability company is vested in: ☒ managers ☐ members *(check one)*

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: Perpetual
(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer *(PO box may only be used in addition to a physical street address)*:
(Organizer(s) are not required to be member(s), manager(s) or owner(s)

Name	*Address*	*City/State/Zip*
Manu-Dapaah, Agyeman	161 Boardwalk Gardens Drive	Ofallon MO 63368

7. ☐ Series LLC (OPTIONAL) Pursuant to Section 347.186, the limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company and are the following:

New Series:
☐ The limited liability company gives notice that the series has limited liability.

New Series:
☐ The limited liability company gives notice that the series has limited liability.

New Series:
☐ The limited liability company gives notice that the series has limited liability.

(Each separate series must also file an Attachment Form LLC 1A.)

Name and address to return filed document:
Name: AGYEMAN MANU-DAPAAH
Address: Email: manudapaah@gmail.com
City, State, and Zip Code:

8. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated: :_____

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

All organizers must sign:

Agyeman Manu-Dapaah	AGYEMAN MANU-DAPAAH	07/18/2017
Organizer Signature	*Printed Name*	*Date of Signature*

CITY OF FLORISSANT

Honorable Thomas P. Schneider, Mayor

TRANSFER OF SPECIAL USE PERMIT

The undersigned hereby acknowledges receipt of a copy of Ordinance Number 7621 which authorized a Special Permit:

TO: Agyeman Manu-Dapaah / House of Jollof LLC

FOR: restaurant

and agree to the terms and conditions listed in said ordinance and to any additional term and conditions that the City Council shall deem appropriate.

Agyeman Manu-Dapaah

PRINT - NAME OF APPLICANT

Dapaah

SIGNATURE OF APPLICANT

CITY HALL	POLICE DEPARTMENT	PARKS DEPARTMENT	HEALTH DEPARTMENT	MUNICIPAL COURT
955 Rue St. Francois	1700 North Highway 67	#1 James J. Eagan Drive	#1 St. Ferdinand Drive	1055 Rue St. Francois
Florissant, MO 63031	Florissant, MO 63033	Florissant, MO 63033	Florissant, MO 63031	Florissant, MO 63031
314 / 921-5700	314 / 831-7000	314 / 921-4466	314 / 839-7654	314 / 921-3322
Fax: 314 / 921-7111	Fax: 314 / 830-6045	Fax: 314 / 839-7672	Fax: 314 / 839-7656	Fax: 314 / 839-7663
TDD: 314 / 839-5142				

www.florissantmo.com

~ Gold for the Value of Elective Government ~ White for a Clean, Healthy City ~ Green for the Gift of Fertile Land ~

INTRODUCED BY COUNCILMAN GRIB
AUGUST 10 2009

BILL NO 8535 ORDINANCE NO 7621

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO AMMA, LLC FOR THE LOCATION AND OPERATION OF A SIT DOWN CARRY OUT AND CATERING RESTAURANT AT 503 PAUL

WHEREAS the Florissant Zoning Ordinance authorizes the City Council of the City of Florissant by Special Use Permit after public hearing thereon to permit the location and operation of a carry out restaurant with catering and

WHEREAS an application has been filed by AMMA Inc for the location and operation of a sit down carry out restaurant with catering on the property known as 503 Paul and

WHEREAS the Planning and Zoning Commission of the City of Florissant at their meeting of July 20 2009 has recommended that the said Special Use Permit be granted and

WHEREAS due notice of a public hearing on said application to be held on the 10 day of August 2009 at 8 00 P M by the Council of the City of Florissant was duly published held and concluded and

WHEREAS the Council following said public hearing and after due and careful consideration has concluded that the granting of the Special Use Permit as hereinafter provided would be in the best interest of the City of Florissant

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT ST LOUIS COUNTY MISSOURI AS FOLLOWS

Section 1 A Special Use Permit is hereby granted to AMMA Inc for the location and operation of a sit down carry out catering restaurant on the property known as 503 Paul

Section 2 When the named permittee discontinues the operation of said business the Special Use Permit herein granted shall no longer be in force and effect

Section 3 This ordinance shall become in force and effect immediately upon its passage and approval

Adopted this 24 day of August 2009

Tom Schneider
President of the Council
City of Florissant

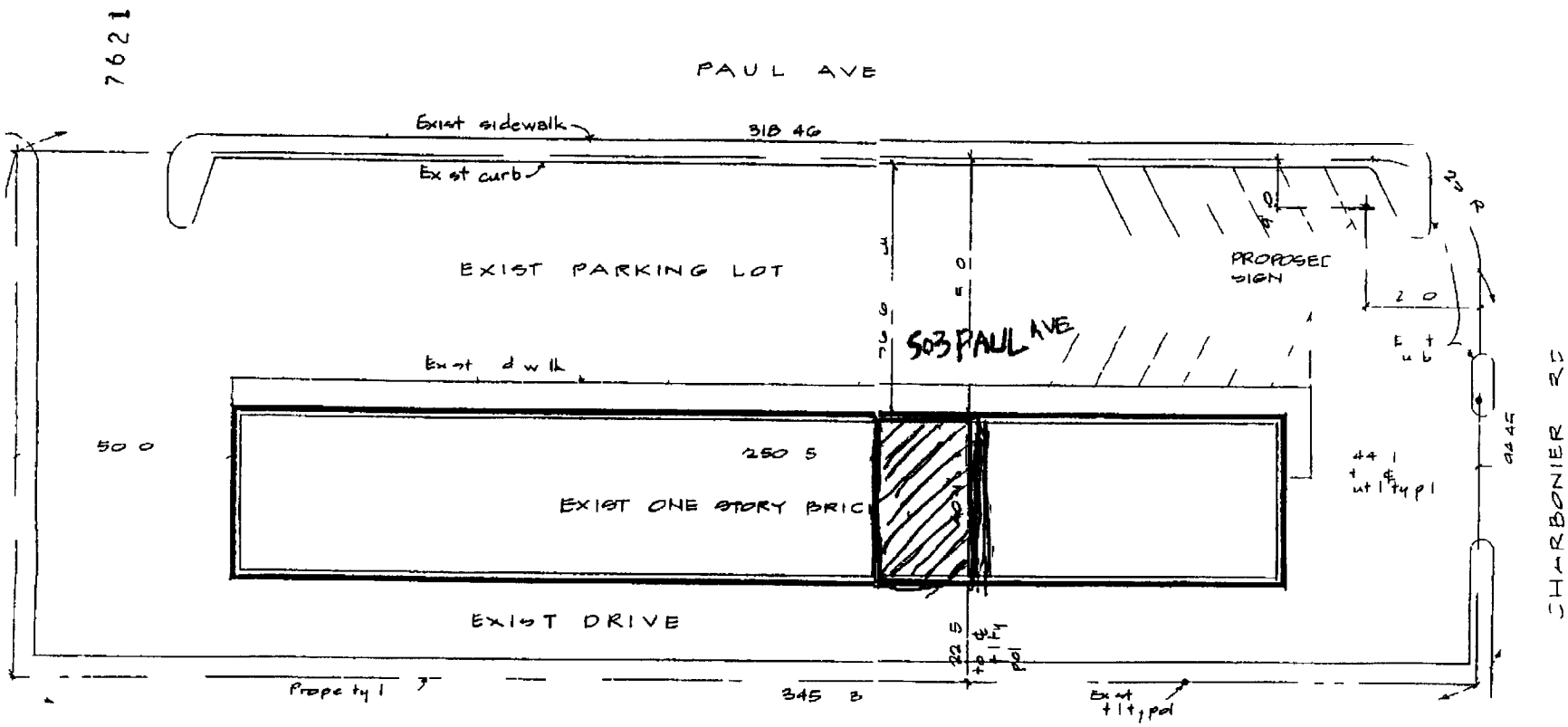
BILL NO 8535 ORDINANCE NO 7621

Approved this 25th day of August 2009

Robert G Lowery Sr
Mayor City of Florissant

ATTEST

Karen Goodwin MMC
City Clerk



SITEPLAN
1 20 0

GENERAL NOTES
Thi draw gi t rv y P p rty l t k f m St
L is C ty Pl t B k Oth dm w t k th
| b t N rv y m rk w f d th th t l ty p l

EXHIBIT 'B Reduced Drawing See
original attached to Bill No 6619
Ord No _____

RECOMMENDED APPROVAL
LANDING & ZONING
CHAIRMAN

SIGN DATE

Merrick A Felder

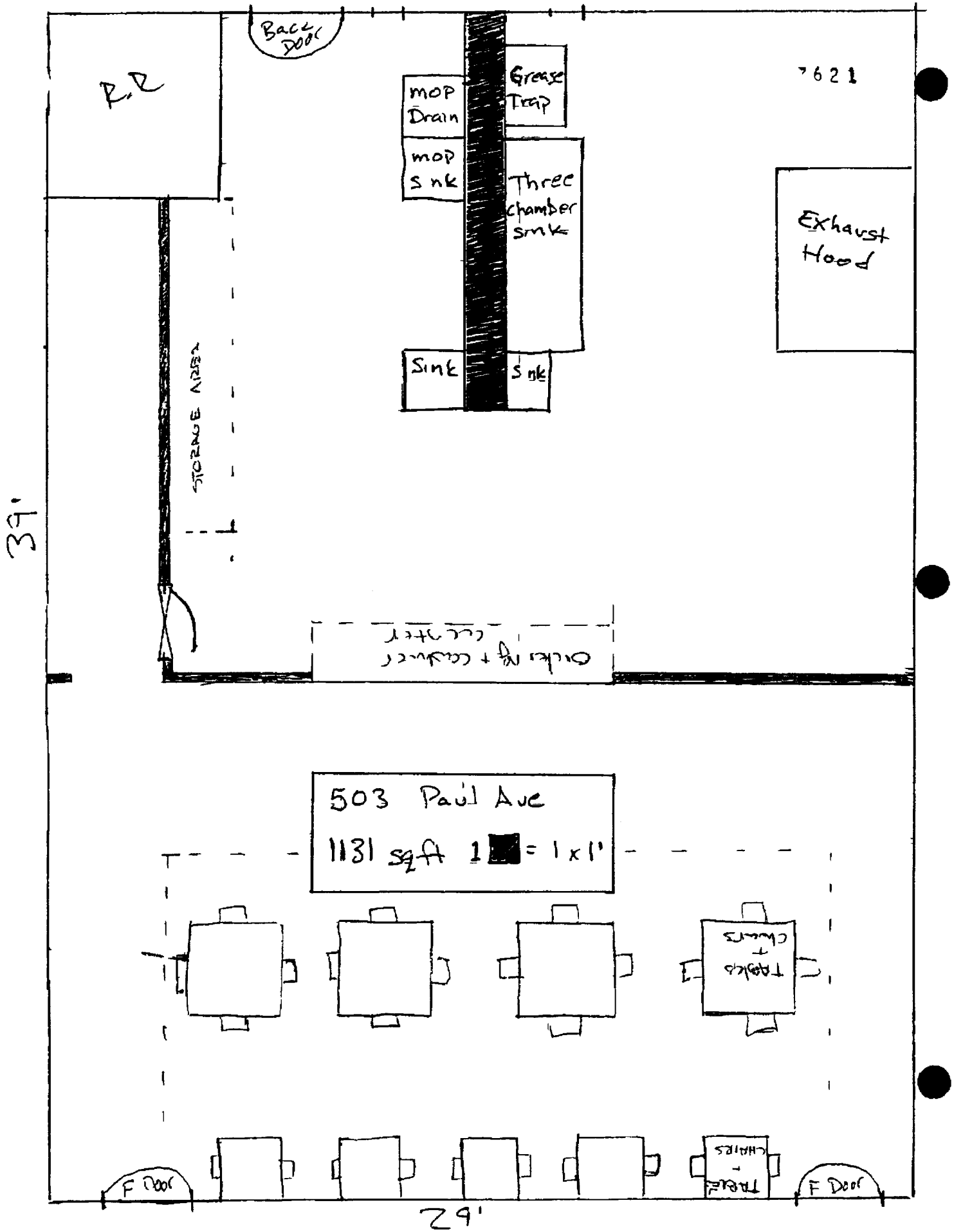
SIGN LOCATION DRAWING FOR
PAUL, PI A7A

REVI

ISSUE
AUG

PROJE
95

SHEE
A


R.R
Back Door
mop Drain
Grease Trap
mop sink
Three chamber sink
Exhaust Hood
Sink
Sink
STORAGE AREA
Order Mg + cashier counter
39'
503 Paul Ave
1131 sqft 1 = 1x1'
Tables + chairs
Tables + chairs
F Door
F Door
29'

INTRODUCED BY COUNCILMAN CAPUTA
MARCH 9, 2020

SUBSTITUTE BILL NO. 9590 ORDINANCE NO.

ORDINANCE AUTHORIZING AN AMENDMENT TO ARTICLE III, "DANCE HALLS AND SIMILAR BUSINESSES" BY DELETING IT IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION.

WHEREAS, the City Council feels it is in the best interest of the City to amend the Dance Hall License section of the code to include entertainment venues.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1: Article III, "Dance Halls and Similar Businesses" is hereby amended by deleting it in its entirety and replacing it with a new section as follows :

ARTICLEARTICLE III
Dance Halls and Similar Businesses

Division 1
Generally

Section 605.105 **Definitions.**

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

PUBLIC DANCE HALLS, BALLROOMS OR ENTERTAINMENT VENUE

A place or room where the public generally is invited or permitted to listen to music; engage in dancing or other forms of entertainment, including but not limited to a comedy club and pay-for-view events for the payment of a fee or other consideration and is held out to the public as a place where forms of entertainment will be provided.

Division 2
License

Section 605.110 **License Required.**

It shall be unlawful to charge a fee for providing forms of entertainment without a license.

Section 605.120 **Application — Investigation of Applicant and Premises — Report, Etc., To Council — Issuance or Denial of License.**

A. All applications for a license to operate a public dance hall, ballroom or entertainment shall be made to the Director of Finance on such forms as he/she may prescribe giving such information as may be required.

B. All such applications shall be referred to the Chief of Police for investigation. The Chief of Police shall, with the assistance of the Chief of the Fire Department, investigate the hall or premises where it is proposed to conduct such form of entertainment having particular regard to its provisions for safeguarding the patrons and the public. The Chief of Police shall also investigate the person and a report of such investigations shall be made to the Director of Finance. The application and report shall thereupon be referred to the Council.

C. The Council shall direct the issuance of such license or deny the license as the public interest may require.

Section 605.125 **Fees For Dance Halls, Ballrooms or Entertainment Venues.**
The following fees shall be paid upon the issuance of a license for a public dance hall, ballroom or entertainment venue:

Per day	$100.00

Section 605.130 **Renewal.**
Any license issued pursuant to Section **605.120** shall be limited to a single day as set out in Section **605.120**.

Section 2: This ordinance shall become in force and effect immediately upon its passage and approval.

Adopted this _____ day of _____, 2019.

_____
Jeff Caputa,
President of the Council

Approved this _____ day of _____, 2019.

_____
Timothy J. Lowery
Mayor, City of Florissant

ATTEST:

_____
Karen Goodwin, MPPA/MMC/MRCC
City Clerk

INTRODUCED BY COUNCILMAN CAPUTA
FEBRUARY 24, 2020

BILL NO. 9590 ORDINANCE NO.

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Dance Halls and Similar Businesses

Division 1

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Any license issued pursuant to Section **605.120** shall be limited to a single day as set out in Section **605.120**.

Section 2: This ordinance shall become in force and effect immediately upon its passage and approval.

Adopted this _____ day of _____, 2019.

_____
Jeff Caputa,
President of the Council

Approved this _____ day of _____, 2019.

_____
Timothy J. Lowery
Mayor, City of Florissant

ATTEST:

_____
Karen Goodwin, MPPA/MMC/MRCC
City Clerk

CITY OF FLORISSANT

955 rue St. Francois
314-921-5700

APPLICATION FOR LIQUOR LICENSE

TYPE OF LICENSE REQUESTED:

( ) Full Liquor by the Drink
( ) Malt Liquor & Wine by the Drink
( ) Full Liquor by Drink (Non-Profit)
( ) Full Package Liquor
(✔) Malt Liquor & Wine Package
( ) Consumption of Liquor
( ) Tasting

To the City Clerk, City of Florissant, Saint Louis County Missouri:

The undersigned hereby makes application for a liquor license issued under Chapter 600 of the Florissant City Code

TYPE OF LICENSE REQUESTED:

( ) Individual
( ) Partnership (Attach list of Partners)
( ) Corporation (Attach list of officers, addresses)
✔ Limited Liability Corp

Name of Business Family Dollar Store #28743

Business Address 2568 N. Highway 67, Florissant MO 63033 Phone (314)830-3839

Names of Applicant, Corporation, or LLC Family Dollar Stores of Missouri, LLC

Address of Owner 500 Volvo Parkway (Street) Chesapeake (City) VA (State) 23320 (Zip) Phone

Name of Managing Officer Michael Mullooly

Home Address 441 Woodbine CT (Street) Arnold, MO (City/State) 63010 (Zip) (757) 698-7539 (Home Phone) Years at address 2 years

Managing Officer Date & Place of Birth Pittsburgh, PA Cell Phone

Managing Officer Driver's License No.
(Provide a copy of driver's license)

Social Security Number*
* Social Security Number used for purposes of identification in running record check.

Managing Officer Personal Property Taxes 2018 Paid? (xx) Yes ( ) No (Attach most recent copy)

Managing Officer Register Voter of Missouri? (xx) Yes ( ) No (Attach a Voter Registration Certificate)

Have you ever been arrested? No What Charge?
Where? Disposition?

Citizen of U.S.A.? ✔ Yes ( ) No Naturalized? ( ) Yes Date ( ) No
If Naturalized, Give Number: Dist.
(Provide naturalization documentation)

Do you have an interest in any liquor license which is now in force? No
If so, give details
Have you previously held a liquor license of any type? No
If so, when and where

Have you ever had a liquor license suspended or revoked?

2/20/20
cc to CC
Dessel & Mayor

If so, give details _____

Have you ever been convicted of any violation of any federal or state law? No
If so, give details _____

Have you ever been convicted or any municipal or county ordinance violation? No
If so, give details _____

Have you ever been convicted of any violation of a federal law, state statute or local ordinance relating to intoxicating liquor? No
If so, give details _____

Has the location previously been occupied as a liquor establishment, liquor store or tavern? No
If so, state name _____

Is the location within 200 feet of property used for church, school or public playground? No

If Individual Applicant, sign below:

_____

If Partnership, corporation or LLC complete the following:

Family Dollar Store #28743
Trade Name

12/19/19 Michael Mullooly
Signature of Managing Officer

STATE OF MISSOURI) SS
COUNTY OF ST. LOUIS)

Michael Mullooly, of lawful age, being first duly sworn upon _____ oath
(Individual or **Managing Officer**)

deposes and states that he/she is the (applicant) (the managing officer of the corporation or partnership seeking the license hereunder), that he/she has read this application and fully understands same, that said license will be subject to all of the ordinances of the City pertaining to the operation of said business and agrees that he will abide by all lawful ordinances, regulations and rules adopted by the City relating to the conduct of said business, that he is in all respect qualified in law to receive such license, and that the answers and statements set out in the above application are true.

12/19/19 Michael Mullooly
Signature of Individual or **Managing Officer**

Subscribed and sworn to before me this 19th day of December, 2019.

Notary Public

My Commission Expires: June 18 2023

NOTE: APPLICATION MUST BE SWORN TO BEFORE A NOTARY PUBLIC

DANIEL WICHERN
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: June 18, 2023
19518689

#28743

APPLICATION FOR SUNDAY LIQUOR LICENSE

To the City Clerk, City of Florissant, Saint Louis County Missouri

Authorizing the sale of retail liquor by the drink or package in the city of Florissant on **Sunday** from 9:00 a.m. to midnight

TYPE OF OPERATION:

( ) Individual ( ) Partnership ( ) Corporation (x) Limited Liability Corp

Name of Business Family Dollar Stores of Missouri, LLC D.B.A. Family Dollar Store #28743

Location 2568 N. Highway 67, Florissant MO 63033 **Phone** (314)725-8263

Exact Trade Name, LLC or Corporation Family Dollar Stores of Missouri, LLC

The undersigned (Individual, Partnership, Corporation, LLC), hereby makes application to the City Clerk, City of Florissant, St. Louis County, Missouri for a "By the Drink/Package Liquor License" authorizing the sale of retail liquor on Sundays from 9:00 a.m. to midnight for the period beginning on _____ and expiring on June 30, 2017, on the above described premises and agrees that if the license herein applied for is granted, and the licensee shall violate any provisions of the State Liquor Control Act or of the City of Florissant Code and particularly any provision of Chapter 600 of the Florissant City Code pertaining to alcoholic beverages or permit any other person to do so upon the licensed premises, the City Council, by a majority vote, may suspend or revoke such license.

1) I/WE presently hold Florissant License Number _____ authorizing the sale of retail liquor by the drink or package in Florissant for premises described in this application.

STATE OF MISSOURI)SS
COUNTY OF ST. LOUIS)

I Michael Mullooly of lawful age, being first duly sworn upon my oath, depose and say that I
(Print Name of Managing Officer)
have read this application and that I fully understand the same; that I know the contents thereof and the statements contained therein and that the same are true of my own knowledge.

12/19/19
Signature of Individual or **Managing Officer**

Subscribed and sworn to before me this 19th day of December, 2019.

Notary Public

My Commission Expires: June 18 2023

DANIEL WICHERN
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: June 18, 2023
19518689

#28743

PLEASE FILL OUT THIS FORM AND RETURN WITH YOUR LICENSE APPLICATION

In order for the Police Department to provide you with the best possible service, it is necessary for them to have certain information concerning your business:

EMERGENCY INFORMATION

OWNER OF PROPERTY Please See Attached Lease PHONE _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME OF BUSINESS _____ PHONE _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____

BUSINESS HOURS _____
OWNER/MANAGER _____ PHONE _____
HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____

PLEASE LIST PERSONS TO BE CONTACTED AFTER BUSINESS HOURS IN CASE OF AN EMERGENCY OR IF THERE IS A DOOR OR WINDOW FOUND INSECURE

CONTACT #1
NAME Michael Mullooly ADDRESS 441 Woodbine CT
CITY & STATE Arnold, MO ZIP 63010 PHONE (757) 698-7539
HAS KEY: YES (x) NO ( )

CONTACT #2
NAME _____ ADDRESS _____
CITY & STATE _____ ZIP _____ PHONE _____
HAS KEY: YES ( ) NO ( )

ARE THERE LIGHTS LEFT ON AFTER BUSINESS HOURS: YES (x) NO ( )

IS ANYONE AUTHORIZED TO BE ON THE PREMISES AFTER BUSINESS HOURS: YES ( ) NO (x)
IF YES, WHO: _____

ARE ANY VEHICLES PARKED AT YOUR BUSINESS AFTER HOURS: YES ( ) NO (x)
DESCRIBE: _____
(YEAR) (MAKE/MODEL) (COLOR) (LICENSE NO.)

DO YOU HAVE A SAFE OF ANY KIND? YES (x) NO ( )
IF YES, WHERE IS IT LOCATED: Near checkout

CAN IT BE SEEN FROM THE OUTSIDE? YES ( ) NO (x)
IS YOUR BUSINESS PROTECTED WITH AN ALARM SYSTEM? YES (x) NO ( )

IF AT ANY TIME THERE IS A CHANGE IN THE ABOVE INFORMATION, PLEASE NOTIFY THE POLICE DEPARTMENT IMMEDIATELY, ESPECIALLY IN THE CASE OF THOSE PERSONS TO NOTIFY IN CASE OF AN EMERGENCY. THANK YOU.

No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 10/09/2019

Name (1): MICHAEL MULLOOLY

Name (2):

Name (3):

Date Of Birth:

SSN:

Control Number: 4860900

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102

CITY OF FLORISSANT

FLORISSANT, MISSOURI

WAIVER

Authorization to complete record check

I, Michael Mullooly

RESIDING AT 441 Woodbine Ct

IN THE CITY OF Arnold

STATE Missouri

I do hereby authorize the City Clerk of the City of Florissant, Missouri to make a full and complete check of my record in the Metropolitan St. Louis area, state of Missouri, all prior areas of residence, and through the National Criminal Information Center in Washington, D.C.

Witness

Signature

12/19/19

Date

Date of Birth

** Social Security Number

**Driver's License Number & State

*** Social Security & Driver's License Numbers will be used for purposes of identification in completing record check.*

#28743

STATE OF MISSOURI

Jason Kander
Secretary of State

CERTIFICATE OF REGISTRATION

WHEREAS,

Family Dollar Stores of Missouri, LLC
FL001415679

existing under the laws of the State of Virginia has filed with this state its Application of Registration and whereas this Application of Registration conforms to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, JASON KANDER, Secretary of State of the State of Missouri, by virtue of the authority vested in me by law, do hereby certify and declare that on the 23rd day of February, 2016, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 23rd day of February, 2016.

JASON KANDER
Secretary of State

Family Dollar Stores of Missouri, LLC

Position	Name	Address	D.O.B.	S.S./FEIN	Ownership
Managing Officer	Michael Mullooly	441 Woodbine Ct Arnold, MO 63010	09/26/1955	204-42-5470	0%
President	Lonnie McCaffety	313 Cawdor Crossing Chesapeake, VA 23322	01/30/1970	459-49-0395	0%
Secretary	William Old Jr.	111-B 84th Street Virginia Beach, VA 23451	08/14/1953	228-80-2298	0%
Assistant Secretary	Sandra Boscia	127 Meadow Brook Road Charlotte, NC 28221	09/20/1970	240-47-4041	0%
Vice President Treasure	Roger Dean	2904 Ryan Court Virginia Beach, VA 23456	10/17/1971	224-35-8278	0%
Vice President-Tax	Johnathan Elder	808 Forest Glade Drive Chesapeake, VA 23322	07/14/1964	259-08-7451	0%
Vice President	Deborah Miller	428 58th Street Virginia Beach, VA 23451	11/28/1957	200-36-7683	0%
Vice President-General Counsel	Thomas Schoenheit	1305 Brittle Creek Dr. Matthews, NC 28105	04/29/1953	128-42-0693	0%
Vice President	Bruce Walters	2693 Nestlebrook Trail, Virginia Beach, VA 23456	04/03/1957	552-90-8042	0%
Assistant Secretary	Clinton York	423 Wisdom Path Chesapeake, VA 23322	10/14/1970	507-88-9571	0%
Member	Family Dollar Stores, Inc.	500 Volvo Parkway Chesapeake, VA 23320		56-1744955	100%

MEMORANDUM
CITY OF FLORISSANT

TO: Director of Public Works **DATE:** 2/18/20

FROM: Anita Moore, City Clerk's Office

SUBJECT: Liquor License Application

Please furnish to the City Clerk's Office information on the following liquor applicant:

Family Dollar — Name of Business

2568 N. Hwy 67 — Address of Business

☐ A school, free standing church or place of worship, public playground **is located** within 100 feet of the liquor applicant's place of business.

☑ A school, free standing church or place of worship, public playground **is not located** within 100 feet of the liquor applicant's place of business.

Per Section 600.035

State of Missouri
John R. Ashcroft, Secretary of State
Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

X001374767
Date Filed: 10/18/2019
Expiration Date: 10/18/2024
John R. Ashcroft
Missouri Secretary of State

Registration of Fictitious Name

(Submit with filing fee of $7.00)
(Must be typed or printed)

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filing date. (Chapter 417, RSMo)

Please check one box:

☒ New Registration ☐ Renewal _____ *Charter number* ☐ Amendment _____ *Charter number* ☐ Correction _____ *Charter number*

The undersigned is doing business under the following name and at the following address:

Business name to be registered: Family Dollar Store #28743

Business Address: 2568 N. Highway 67
(PO Box may only be used in addition to a physical street address)

City, State and Zip Code: Florissant, MO 63033

Owner Information:

If a business entity is an owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed. Please attach a separate page for more than three owners. The parties having an interest in the business, and the percentage they own are:

Name of Owners, Individual or Business Entity	Charter # Required If Business Entity	Street and Number	City and State	Zip Code	If Listed, Percentage of Ownership Must Equal 100%
Family Dollar Stores of Missouri, LLC	FL001415679	221 Bolivar Street	Jefferson City, MO	65101	

All owners must affirm by signing below

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned understands that false statements made in this filing are subject to the penalties of a false declaration under Section 575.060 RSMo)

Owner's Signature or Authorized Signature of Business Entity	Printed Name	Date
Family Dollar Stores of Missouri, LLC - Michael Mullooly	FAMILY DOLLAR STORES OF MISSOURI, LLC - MICHAEL MULLOOLY	10/18/2019

Name and address to return filed document:

Name: Hannah Rainey

Address: Email: hannah.rainey@gray-robinson.com

City, State, and Zip Code: _____

Check Your Voter Registration

Yes, Michael Mullooly is registered at 441 WOODBINE CT ARNOLD, 63010

Your precinct is 42.A.01. To view your polling place and a listing of candidates and issues on the next ballot, please visit our **Voter Outreach Portal**

8743

Florissant#700121.doc

STATE OF MISSOURI

LEASE AGREEMENT

COUNTY OF ST. LOUIS

THIS LEASE AGREEMENT ("Lease") is made and entered into this 9th day of February, 2011, by and between BRIDLE DEVELOPMENT CORP., a Missouri corporation ("Landlord"), and FAMILY DOLLAR STORES OF MISSOURI, INC., a Missouri corporation ("Tenant").

W I T N E S S E T H

In consideration of the covenants set forth in this Lease, to all of which Landlord and Tenant agree, Landlord demises to Tenant, and Tenant leases from Landlord, that certain premises situated in the Landlord's Shopping Center known as Surrey Plaza I located on the southwest corner of the intersection of North Lindbergh Boulevard (North U.S. Highway 67) and Trotter Way, in the City of Florissant, County of St. Louis, State of Missouri, and being that space including the roof and exterior walls containing approximately 8,583 (150' x 60') interior square feet with a street address of 2548-2576 North Lindbergh Boulevard (North U.S. Highway 67) (the "Demised Premises"), immediately adjacent to Subway and on the same front building line with Subway and other tenants in the Shopping Center. The Demised Premises are shown hatched and the Shopping Center is shown outlined in bold on Exhibit A - Site Plan. Tenant and its employees and invitees are also granted the non-exclusive right to use the parking, service and access areas shown on Exhibit A - Site Plan. Landlord warrants that no part of the Demised Premises, including the addition to be constructed by Landlord pursuant to Exhibit B – Landlord's Improvements so that the Demised Premises will be as shown on Exhibit A – Site Plan, will be located within an existing gas easement, which will be relocated prior to Landlord delivering possession of the Demised Premises to Tenant.

Tenant will have and hold the Demised Premises together with all appurtenances, rights, privileges and easements belonging or appertaining to the Demised Premises for an initial term commencing as set forth in Paragraph 5 and ending on the 31st day of March, 2017.

1. RENT. Tenant will pay to Landlord fixed rent of SIX THOUSAND ONE HUNDRED EIGHTY-SEVEN AND 50/100 DOLLARS per month ($74,250.00/annum) payable on or before the first day of each month beginning on the rent commencement date set forth in Paragraph 5. Tenant will not be deemed late in making a fixed rent payment unless Landlord does not receive the payment on or before the tenth day of the month. In the event that Tenant fails to make its fixed rent payment by the tenth day of the month more than two times in any 12 month period, and Tenant promptly received notice of each late payment from Landlord, then any subsequent late payment of fixed

INITIAL HERE

I. **HEATING VENTILATION AND AIR CONDITIONING:**

1. Install new Gas Heater in Receiving Room.
2. Provide Remote Temperature Sensor for each thermostat if required to meet ADA mounting height requirements. Provide Manufacturer's protective enclosures, if necessary.
3. Furnish and install ductwork and diffuser for air distribution to Sales Area, Manager's Office, and Receiving room.

J. **ELECTRICAL:**

1. Furnish and install duplex convenience electrical receptacles on interior Sales Area columns for floor care equipment.
2. Furnish and install wiring and hookup for Refrigerated Drink Box(es). Circuit shall be terminated at a junction box above Sales Area ceiling with final connection made to special Plug-in 'Brown Pigtail' connector on 3-foot whip.
3. Furnish and install wiring and hookup for Promotional Outlet(s). Circuit shall be terminated at a junction box above Sales Area ceiling with final connection made to special Plug-in 'Brown Pigtail' connector on 3-foot whip.
4. Furnish and install wiring and hookup for each cashier's module including convenience circuit and dedicated circuit with isolated ground. Circuits shall be terminated at a junction box above the ceiling with final connection made to special Plug-in 'Green and Brown Pigtail' connectors on 3-foot whips.
5. Furnish and install duplex convenience electrical receptacle in ceiling at storefront over entrance door.
6. Furnish and install wiring and hookup for one (1) dedicated circuit with isolated ground above ceiling at Storefront Doors for future security system. Circuit shall be terminated at a junction box above Sales Area ceiling with final connection made to special Plug-in 'Green Pigtail' connector on 3-foot whip.
7. Furnish and install wiring and hookup for three (3) dedicated 120/208-volt circuit above the ceiling for Freezer. Circuit shall be terminated at a junction box above Sales Area ceiling with final connection made to special Plug-in 'Brown Pigtail' connector on 3-foot whip.
8. Furnish and install wiring and hookup for two (2) dedicated 115-volt circuits above the ceiling for Coolers. Circuits shall be terminated at a junction box above Sales Area ceiling with final connection made to special Plug-in 'Brown Pigtail' connector.
9. Furnish and install wiring and hookup for Unicru at storefront. Circuit shall be terminated at a junction box above Sales Area ceiling with final connection made to special Plug-in 'Green Pigtail' connector on a 3-foot whip.
10. Furnish and install **Quad** 20amp convenience electrical receptacle for employee break area.
11. Furnish and install duplex convenience electrical receptacle at existing/new electrical panel.
12. Furnish and install duplex IG electrical receptacle at new Communication Board.
13. Furnish and install one (1) convenience circuit, one (1) dedicated circuit with isolated ground and one (1) 2-gang phone box in Manager's Office.
14. Furnish and install duplex convenience electrical receptacle for Security Monitor.

Run wires as required.

15 Furnish and install duplex convenience electrical receptacle for electric water cooler.

16 Furnish and install duplex convenience electrical receptacle for Security Panel.

17 Furnish and Install a Weatherproof door button at freight receiving door, with bell / buzzer above ceiling near storefront on salesfloor.

18 Furnish wiring and hookup for **Building** sign(s), including photocell controls.

19 Furnish wiring and hookup for **under canopy** sign, including photocell controls.

20 Furnish wiring and hookup for **road sign**(s), including photocell controls.

21 Provide one (1) blank duplex receptacle box with 1" conduit run up through wall to above the ceiling. If the office is located in the Receiving Room run conduit up wall and penetrate through receiving room wall. Provide proper Fire Sealant as required.

22 Provide a (1') one foot piece of 3" conduit running through the Receiving Room wall at (3) three locations.

23 Install Venstar system to control Lighting and HVAC units. Run wiring as required.

24 Furnish and install circuit breaker(s) for Receiving Room heater.

K. LIGHTING:

1 Install and make final connection to light fixtures to provide a new Sales Area lighting system consisting of fluorescent light tandem fixtures.

2 Install and make final connection to one fluorescent strip light fixture controlled by an Occupancy Sensor in **Manager's Office.**

3 Install and make final connection to one (1) fluorescent strip light fixture controlled by a Occupancy Sensor in each **Toilet Room.**

4 Install and make final connection to fluorescent lighting in **Receiving Room** controlled by a Occupancy Sensor.

5 Install wiring and make final connection to illuminated exit sign(s) as required.

6 Install and provide power for in-line emergency light fixtures as required.

7 Furnish and install wall pack type emergency light(s) if in-line lights are not permitted, or if required in addition..

8 Install metal halide vapor (rear of Demised Premises) exterior wall pack. Tenant's Representative shall determine location of the security lights.

9 For lighting replacements / upgrades, provide seismic bracing as required and new fixture hangers if required.

L. EXTERIOR:

Fill, patch, repair, seal penetrations, openings, ducts, etc., in exterior walls.

CITY OF FLORISSANT

955 rue St. Francois
314-921-5700

APPLICATION FOR LIQUOR LICENSE

TYPE OF LICENSE REQUESTED:

( ) Full Liquor by the Drink
( ) Malt Liquor & Wine by the Drink
( ) Full Liquor by Drink (Non-Profit)
( ) Full Package Liquor
(✔) Malt Liquor & Wine Package
( ) Consumption of Liquor
( ) Tasting

To the City Clerk, City of Florissant, Saint Louis County Missouri:

The undersigned hereby makes application for a liquor license issued under Chapter 600 of the Florissant City Code

TYPE OF LICENSE REQUESTED:

( ) Individual
( ) Partnership (Attach list of Partners)
( ) Corporation (Attach list of officers, addresses)
✔ Limited Liability Corp

Name of Business Family Dollar Store #30875

Business Address 750 S. New Florissant Road, Florissant, MO 63031 Phone (314)839-5397

Names of Applicant, Corporation, or LLC Family Dollar Stores of Missouri, LLC

Address of Owner 500 Volvo Parkway (Street) Chesapeake (City) VA (State) 23320 (Zip) Phone 757-321-5000

Name of Managing Officer Michael Mullooly

Home Address 441 Woodbine CT (Street) Arnold (City/State) MO (Zip) 757-698-7539 (Home Phone) Years at address 1.5

Managing Officer Date & Place of Birth September 26, 1955 Cell Phone

Managing Officer Driver's License No.
(Provide a copy of driver's license)

Social Security Number*
* Social Security Number used for purposes of identification in running record check.

Managing Officer Personal Property Taxes 2018 Paid? (✔) Yes ( ) No (Attach most recent copy)

Managing Officer Register Voter of Missouri? ✔ Yes ( ) No (Attach a Voter Registration Certificate)

Have you ever been arrested? No What Charge?
Where? Disposition?

Citizen of U.S.A.? ✔ Yes ( ) No Naturalized? ( ) Yes Date ( ) No
If Naturalized, Give Number: Dist.
(Provide naturalization documentation)

Do you have an interest in any liquor license which is now in force? No
If so, give details
Have you previously held a liquor license of any type? No
If so, when and where

Have you ever had a liquor license suspended or revoked?

2/20/20
cl to cc,
Hessel + mayor

If so, give details N/A

Have you ever been convicted of any violation of any federal or state law? No
If so, give details

Have you ever been convicted or any municipal or county ordinance violation? No
If so, give details

Have you ever been convicted of any violation of a federal law, state statute or local ordinance relating to intoxicating liquor? No
If so, give details

Has the location previously been occupied as a liquor establishment, liquor store or tavern? No
If so, state name

Is the location within 200 feet of property used for church, school or public playground? No

If Individual Applicant, sign below:

If Partnership, corporation or LLC complete the following:

Family Dollar Store #30875
Trade Name

12/19/19
Signature of Managing Officer

STATE OF MISSOURI) SS
COUNTY OF ST. LOUIS)

Michael Mullooly, of lawful age, being first duly sworn upon _____ oath
(Individual or **Managing Officer**)

deposes and states that he/she is the (applicant) (the managing officer of the corporation or partnership seeking the license hereunder), that he/she has read this application and fully understands same, that said license will be subject to all of the ordinances of the City pertaining to the operation of said business and agrees that he will abide by all lawful ordinances, regulations and rules adopted by the City relating to the conduct of said business, that he is in all respect qualified in law to receive such license, and that the answers and statements set out in the above application are true.

12/19/19
Signature of Individual or **Managing Officer**

Subscribed and sworn to before me this 19th day of December, 2019.

Notary Public

My Commission Expires: June 18, 2023

NOTE: APPLICATION MUST BE SWORN TO BEFORE A NOTARY PUBLIC

DANIEL WICHERN
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: June 18, 2023
19518689

#30875

APPLICATION FOR SUNDAY LIQUOR LICENSE

To the City Clerk, City of Florissant, Saint Louis County Missouri

Authorizing the sale of retail liquor by the drink or package in the city of Florissant on **Sunday** from 9:00 a.m. to midnight

TYPE OF OPERATION:

( ) Individual ( ) Partnership ( ) Corporation ✔ Limited Liability Corp

Name of Business Family Dollar Store 30875

Location 750 S. New Florissant Road **Phone** 314-839-5397

Exact Trade Name, LLC or Corporation Family Dollar Stores of Missouri, LLC

The undersigned (Individual, Partnership, Corporation, LLC), hereby makes application to the City Clerk, City of Florissant, St. Louis County, Missouri for a "By the Drink/Package Liquor License" authorizing the sale of retail liquor on Sundays from 9:00 a.m. to midnight for the period beginning on _____ and expiring on June 30, 2017, on the above described premises and agrees that if the license herein applied for is granted, and the licensee shall violate any provisions of the State Liquor Control Act or of the City of Florissant Code and particularly any provision of Chapter 600 of the Florissant City Code pertaining to alcoholic beverages or permit any other person to do so upon the licensed premises, the City Council, by a majority vote, may suspend or revoke such license.

1) I/WE presently hold Florissant License Number _____ authorizing the sale of retail liquor by the drink or package in Florissant for premises described in this application.

STATE OF MISSOURI) SS
COUNTY OF ST. LOUIS)

I Michael Mullooly of lawful age, being first duly sworn upon my oath, depose and say that I
(Print Name of Managing Officer)
have read this application and that I fully understand the same; that I know the contents thereof and the statements contained therein and that the same are true of my own knowledge.

12/19/19
Signature of Individual or **Managing Officer**

Subscribed and sworn to before me this 19th day of December, 2019.

Notary Public

My Commission Expires: June 18, 2023

DANIEL WICHERN
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: June 18, 2023
19518689

PLEASE FILL OUT THIS FORM AND RETURN WITH YOUR LICENSE APPLICATION

In order for the Police Department to provide you with the best possible service, it is necessary for them to have certain information concerning your business:

EMERGENCY INFORMATION

OWNER OF PROPERTY See lease attached PHONE _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME OF BUSINESS _____ PHONE _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____

BUSINESS HOURS 7 days/week 8:00am-10:00pm
OWNER/MANAGER Michael Mullooly PHONE 757-698-7539
HOME ADDRESS 441 Woodbine CT CITY Arnold STATE MO ZIP 63010

PLEASE LIST PERSONS TO BE CONTACTED AFTER BUSINESS HOURS IN CASE OF AN EMERGENCY OR IF THERE IS A DOOR OR WINDOW FOUND INSECURE

CONTACT #1
NAME Michael Mullooly ADDRESS 441 Woodbine CT
CITY & STATE Arnold, MO ZIP 63010 PHONE 757-698-7539
HAS KEY: YES (☑) NO ( )

CONTACT #2
NAME _____ ADDRESS _____
CITY & STATE _____ ZIP _____ PHONE _____
HAS KEY: YES ( ) NO ( )

ARE THERE LIGHTS LEFT ON AFTER BUSINESS HOURS: YES (✓) NO ( )

IS ANYONE AUTHORIZED TO BE ON THE PREMISES AFTER BUSINESS HOURS: YES ( ) NO (☑)
IF YES, WHO: _____

ARE ANY VEHICLES PARKED AT YOUR BUSINESS AFTER HOURS: YES ( ) NO (☑)
DESCRIBE: _____
(YEAR) (MAKE/MODEL) (COLOR) (LICENSE NO.)

DO YOU HAVE A SAFE OF ANY KIND? YES (☑) NO ( )
IF YES, WHERE IS IT LOCATED: Near checkout

CAN IT BE SEEN FROM THE OUTSIDE? YES ( ) NO (☑)
IS YOUR BUSINESS PROTECTED WITH AN ALARM SYSTEM? YES (☑) NO ( )

IF AT ANY TIME THERE IS A CHANGE IN THE ABOVE INFORMATION, PLEASE NOTIFY THE POLICE DEPARTMENT IMMEDIATELY, ESPECIALLY IN THE CASE OF THOSE PERSONS TO NOTIFY IN CASE OF AN EMERGENCY. THANK YOU.

No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 10/09/2019

Name (1): MICHAEL MULLOOLY

Name (2):

Name (3):

Date Of Birth:

SSN:

Control Number: 4860900

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102

CITY OF FLORISSANT

FLORISSANT, MISSOURI

WAIVER

Authorization to complete record check

I, Michael Mullooly

RESIDING AT 441 Woodbine Ct.

IN THE CITY OF Arnold

STATE Missouri

I do hereby authorize the City Clerk of the City of Florissant, Missouri to make a full and complete check of my record in the Metropolitan St. Louis area, state of Missouri, all prior areas of residence, and through the National Criminal Information Center in Washington, D.C.

Witness	Signature
12/19/19	
Date	Date of Birth
** Social Security Number	**Driver's License Number & State

*** Social Security & Driver's License Numbers will be used for purposes of identification in completing record check.*

#30875

STATE OF MISSOURI

Jason Kander
Secretary of State

CERTIFICATE OF REGISTRATION

WHEREAS,

Family Dollar Stores of Missouri, LLC
FL001415679

existing under the laws of the State of Virginia has filed with this state its Application of Registration and whereas this Application of Registration conforms to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, JASON KANDER, Secretary of State of the State of Missouri, by virtue of the authority vested in me by law, do hereby certify and declare that on the 23rd day of February, 2016, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 23rd day of February, 2016.

Jason Kander
Secretary of State

Family Dollar Stores of Missouri, LLC

Position	Name	Address	D.O.B.	S.S./FEIN	Ownership
Managing Officer	Michael Mullooly	441 Woodbine Ct Arnold, MO 63010	09/26/1955	204-42-5470	0%
President	Lonnie McCaffety	313 Cawdor Crossing Chesapeake, VA 23322	01/30/1970	459-49-0395	0%
Secretary	William Old Jr.	111-B 84th Street Virginia Beach, VA 23451	08/14/1953	228-80-2298	0%
Assistant Secretary	Sandra Boscia	127 Meadow Brook Road Charlotte, NC 28221	09/20/1970	240-47-4041	0%
Vice President Treasure	Roger Dean	2904 Ryan Court Virginia Beach, VA 23456	10/17/1971	224-35-8278	0%
Vice President-Tax	Johnathan Elder	808 Forest Glade Drive Chesapeake, VA 23322	07/14/1964	259-08-7451	0%
Vice President	Deborah Miller	428 58th Street Virginia Beach, VA 23451	11/28/1957	200-36-7683	0%
Vice President-General Counsel	Thomas Schoenheit	1305 Brittle Creek Dr. Matthews, NC 28105	04/29/1953	128-42-0693	0%
Vice President	Bruce Walters	2693 Nestlebrook Trail, Virginia Beach, VA 23456	04/03/1957	552-90-8042	0%
Assistant Secretary	Clinton York	423 Wisdom Path Chesapeake, VA 23322	10/14/1970	507-88-9571	0%
Member	Family Dollar Stores, Inc.	500 Volvo Parkway Chesapeake, VA 23320		56-1744955	100%

MEMORANDUM
CITY OF FLORISSANT

TO: Director of Public Works **DATE:** 2/18/20

FROM: Anita Moore, City Clerk's Office

SUBJECT: Liquor License Application

Please furnish to the City Clerk's Office information on the following liquor applicant:

Family Dollar — Name of Business

750 S. New Florissant Rd. — Address of Business

☐ A school, free standing church or place of worship, public playground **is located** within 100 feet of the liquor applicant's place of business.

☑ A school, free standing church or place of worship, public playground **is not located** within 100 feet of the liquor applicant's place of business.

Per Section 600.035

Check Your Voter Registration

Yes, Michael Mullooly is registered at 441 WOODBINE CT ARNOLD, 63010

Your precinct is 42.A.01. To view your polling place and a listing of candidates and issues on the next ballot, please visit our Voter Outreach Portal

State of Missouri
John R. Ashcroft, Secretary of State
Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

X001374765
Date Filed: 10/18/2019
Expiration Date: 10/18/2024
John R. Ashcroft
Missouri Secretary of State

Registration of Fictitious Name

(Submit with filing fee of $7.00)
(Must be typed or printed)

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filing date. (Chapter 417, RSMo)

Please check one box:

☒ New Registration ☐ Renewal _____ *Charter number* ☐ Amendment _____ *Charter number* ☐ Correction _____ *Charter number*

The undersigned is doing business under the following name and at the following address:

Business name to be registered: Family Dollar Store #30875

Business Address: 750 S. Florissant Road
(PO Box may only be used in addition to a physical street address)

City, State and Zip Code: Florissant, MO 63031

Owner Information:

If a business entity is an owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed. Please attach a separate page for more than three owners. The parties having an interest in the business, and the percentage they own are:

Name of Owners, Individual or Business Entity	Charter # Required If Business Entity	Street and Number	City and State	Zip Code	If Listed, Percentage of Ownership Must Equal 100%
Family Dollar Stores of Missouri, LLC	FL001415679	221 Bolivar Street	Jefferson City, MO	65101	

All owners must affirm by signing below

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned understands that false statements made in this filing are subject to the penalties of a false declaration under Section 575.060 RSMo)

Owner's Signature or Authorized Signature of Business Entity	Printed Name	Date
Family Dollar Stores of Missouri, LLC - Michael Mullooly	FAMILY DOLLAR STORES OF MISSOURI, LLC - MICHAEL MULLOOLY	10/18/2019

Name and address to return filed document:

Name: Hannah Rainey

Address: Email: hannah.rainey@gray-robinson.com

City, State, and Zip Code: _____

Florissant #708131

STATE OF MISSOURI

LEASE AGREEMENT

COUNTY OF ST. LOUIS

THIS LEASE AGREEMENT ("Lease") is made and entered into this 28th day of May, 2013, by and between JOE'S SPH, LLC, a Missouri limited liability company ("Landlord"), and FAMILY DOLLAR STORES OF MISSOURI, INC., a Missouri corporation ("Tenant").

WITNESSETH

In consideration of the covenants set forth in this Lease, to all of which Landlord and Tenant agree, Landlord demises to Tenant, and Tenant leases from Landlord, that certain premises situated in the Landlord's Shopping Center known as Alp's Shopping Center located at the northeastern corner of the intersection of South New Florissant Road and Derhake Street, in the City of Florissant, County of St. Louis, State of Missouri, and being that space including the roof and exterior walls that contains approximately 9,950 (102' x 98') interior square feet (the "Demised Premises"). The Demised Premises are shown cross-hatched on Exhibit A - Site Plan. The Shopping Center is shown outlined by a bold white line on Exhibit A – Site Plan. Tenant and its employees and invitees are also granted the non-exclusive right to use the parking, service and access areas shown on Exhibit A - Site Plan.

Tenant will have and hold the Demised Premises together with all appurtenances, rights, privileges and easements belonging or appertaining to the Demised Premises for an initial term commencing as set forth in Paragraph 5 and ending on the 30th day of September, 2018.

1. RENT. Tenant will pay to Landlord fixed rent of TEN THOUSAND AND 00/100 DOLLARS per month ($120,000.00/annum) payable on or before the first day of each month beginning on the Rent Commencement Date set forth in Paragraph 5. Tenant will not be deemed late in making a fixed rent payment unless Landlord does not receive the payment on or before the tenth day of the month. In the event that Tenant fails to make its fixed rent payments by the tenth day of the month more than two times in any 12 month period, and Tenant promptly received notice of each late payment from Landlord, then any subsequent late payment of fixed rent, until Tenant has made its fixed rent payments on a timely basis for a 12 consecutive month period, will incur a late payment charge equal to two percent of the payment amount.

2. COVENANT OF TITLE AND AUTHORITY. Landlord covenants and warrants that Landlord has full right and lawful authority to enter into this Lease for the full initial term and all extensions; that Landlord owns fee simple title to the entire Shopping Center,

INITIAL HERE RHL

including the Demised Premises; that the Shopping Center, including the Demised Premises, is free and clear of all encumbrances that could adversely affect Tenant's rights under this Lease and is free and clear of all mortgages and liens except a first mortgage or deed of trust with First Community Bank; that there are no laws, ordinances, government requirements or regulations, title restrictions, restrictions in other leases or zoning or other matters that will restrict Tenant's rights under this Lease or limit or prevent the Demised Premises from being used for the retail sale of merchandise typically sold by variety stores, discount stores, dollar stores or variety discount stores; and that there are no restrictive covenants or restrictions in other leases that limit the types of products that may be sold from the Demised Premises.

3. USE OF PREMISES. Landlord agrees that the Demised Premises may be used for the conduct of a variety store, discount store, dollar store or variety discount store. Tenant will not change its use to a business other than a variety store, discount store, dollar store, variety discount store or discount clothing store if (i) such other use would be substantially the same as another business being operated in the Shopping Center at the time Tenant gives notice of its intent to change its use of the Demised Premises, or (ii) such other use would violate any exclusive use rights granted to any tenant who has an existing lease with Landlord and is open for business at the time Tenant notifies Landlord that Tenant desires to change its use, provided and only on condition that within 15 days after Tenant notifies Landlord of Tenant's intent to change its use of the Demised Premises Landlord furnishes to Tenant copies of all such exclusive use rights.

Tenant agrees that there will not be operated in the Demised Premises any restaurant, theater (motion picture or legitimate), health spa, gym or fitness center, skating rink, bingo parlor, bowling alley, or other recreational or entertainment-type business, automobile or motorcycle sales establishment, school or training facility, non-retail or non-service-type activities, or any establishment which sells alcoholic beverages for on-premises consumption, or business or professional offices in excess of 2,000 square feet.

Tenant will not be obligated to continuously occupy or operate a business in the Demised Premises. Whether or not Tenant is occupying or conducting business in the Demised Premises, Tenant will be responsible for paying the rent and other sums due Landlord under this Lease and for performing Tenant's other obligations subject to and in accordance with the provisions of this Lease. In the event that no business is conducted in the Demised Premises for six consecutive months for reasons other than strikes, lock-outs, labor troubles, failure of power or other utilities, fire or other casualty, restrictive governmental laws or regulations, riots, insurrection, war or other reason not the fault of Tenant or for any cause beyond Tenant's reasonable control or for remodeling or renovations, and other businesses in the Shopping Center continue to operate, then Landlord will have the option, to be exercised if ever within 30 days after the expiration of said six month period, to terminate this Lease upon 30 days' prior written notice to

INITIAL HERE RHU

38. CONFIDENTIALITY OF LEASE TERMS AND SALES INFORMATION. Landlord agrees that all terms of this Lease as well as any information provided to Landlord pertaining to Tenant's gross sales are confidential and will not be divulged by Landlord without the written consent of Tenant to anyone other than Landlord's accountants, attorneys, mortgagees or prospective mortgagees and to bona fide prospective purchasers of the Shopping Center.

39. BROKERAGE. Landlord agrees to pay to Josh Hibbits with NAI DESCO a commission resulting from this Lease, pursuant to a separate written agreement. Landlord and Tenant each represents and warrants to the other that, in connection with the leasing of the Demised Premises hereunder, the party so representing and warranting has not dealt with any real estate broker, agent or finder, and there is no commission, charge or other compensation due on account of this Lease other than as stated above. Each party will defend, indemnify and hold the other party harmless against and from any breach of this warranty or representation.

40. ENTIRE AGREEMENT; BINDING ON SUCCESSORS. This Lease constitutes the entire agreement between Landlord and Tenant and all understandings and agreements between Landlord and Tenant are merged into this Lease. This Lease may not be modified, amended or supplemented except by an agreement in writing signed by Landlord and Tenant. All covenants and agreements of this Lease will extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest and assigns of both Landlord and Tenant.

Landlord and Tenant have caused this Lease to be duly signed and sealed.

Witnesses [or ATTEST]:

_____

_____

LANDLORD
JOE'S SPH, LLC

By: _____

Title: Member

ATTEST:

Thomas E. Schoenheit
Assistant Secretary

TENANT
FAMILY DOLLAR STORES OF MISSOURI, INC.

By: _____
Robert L. Rogers
Vice President
Real Estate Development

INITIAL HERE RHL

STATE OF Missouri

COUNTY OF St. Louis

NOTARY

I, Janis S. LaVelle, a Notary Public in and for the aforesaid State and County, do hereby certify that Paul Patel, personally appeared before me this day and that by the authority duly given and on behalf of JOE'S SPH, LLC, the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 4 day of May, 2013.

Janis S. LaVelle

Printed Name: Janis S. LaVelle
Notary Public

JANIS S. LAVELLE
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: March 18, 2016
Commission Number: 12505717

My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

NOTARY

I, Georgina Maria Aguilera, a Notary Public in and for the aforesaid State and County, do hereby certify that ROBERT L. ROGERS and THOMAS E. SCHOENHEIT, Vice President-Real Estate Development and Assistant Secretary, respectively, of FAMILY DOLLAR STORES OF MISSOURI, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 28th day of May, 2013.

Georgina Maria Aguilera

Georgina Maria Aguilera
Notary Public

My Commission Expires: July 7, 2015

GEORGINA MARIA AGUILERA
NOTARY PUBLIC
MECKLENBURG COUNTY, N.C.

INITIAL HERE
RHL

The Hertz Corporation
Erin Helfert
Real Estate Manager
Tel: (239)301-7245
Email: ehelfert@hertz.com

Suan and Scott Van Matre
scott.vanmatre@midlandpaper.com

DATE: January 22, 2020

RE: Proposal to lease at 1285 N. Highway 67 Florissant, MO 63031

Dear Susan/Scott,

The Hertz Corporation ("Hertz") is interested in leasing the captioned premises under the following terms and conditions.

1. Location:	**1285 N. Highway 67 Florissant, MO 63031**
2. Premises:	**An approximately 1,020 SF retail building on an approx. 31,798 SF lighted and paved parcel.**
3. Term:	**5 years**
4. Commencement date:	**Upon the later of the following (i) Landlord delivering vacant possession, broom-clean with the roof leak free, and all interior and exterior mechanical, electrical and plumbing systems in good working order and in compliance with all laws, and ADA regulations (Hertz shall order and provide an ADA survey to the Landlord within 30 days of LOI execution), and all Landlord work complete; (ii) Tenant obtaining necessary approvals from the city, including any required permits within 90 (ninety) days following execution of the Lease (the "Permit Period"). Landlord shall provide a survey of the site and available plans at the time of LOI execution.**
5. Zoning Contingency:	**Our interest is contingent on obtaining the necessary zoning approval and permits from the City and obtaining the necessary license in order to operate within the Permit Period.** **Zoning Classification: B-3, Extensive Business District**
6. Base Rent Amount:	**Months 1-12: $2,500/month (monthly rent reduced over first 12 months to reimburse tenant ADA interior renovations). Months 13-24: $4,300/month. Months 25-36: $4,400/month. Months 37-48: $4,500. Months 49-60: $4,600/month.**
7. Landlord Reimbursement:	**Tenant will be responsible for payment of Real Estate taxes to be reconciled annually. Estimated annual real estate tax cost to be $11,000.00. Landlord will be responsible for payment of Property**

$11,000.00. Landlord will be responsible for payment of Property & Casualty Insurance to be reimbursed by Tenant monthly to be reconciled annually. Estimated Monthly Property & Casualty Insurance cost to be $125.00.

(44,600) 8/28/2020

8. Lease Renewal: One 5-year option. Base Rent shall increase by 10% at the start of the option and then remain fixed over term. All other terms shall remain the same.

9. Utilities: Hertz will be responsible for all utilities separately metered servicing the premises. Landlord represents that all utilities are separately metered.
Utilities available to the site are: Ameren Electric power, Missouri American Water water, Not on Public Sewer sewer, Spire gas, On septic (Landlord to have septic system inspected and serviced/pumped before lease commencement), Tenant to contract for trash.

10. Lease Termination: None.

11. Signage: Hertz may install interior and exterior signage as approved by the Landlord consent not to be unreasonably delayed or withheld and municipality on both the interior and exterior of the building, and on any monument or pylon signs approved by the Landlord and municipality.

12. Parking: Exclusive use of the lot.

13. Use: The Rental Space may be used for the operation of a motor vehicle leasing, renting & sales business, including parking, storing, and washing/cleaning of motor vehicles.

14. Exclusivity: Landlord agrees that during the Term of this Lease (and any extension term), no part of the Building (other than Tenant's Rental Space) or property within 5 miles of the Rental Space (including any pole-signs or other signage but not to include and the Billboard on site) that is owned by Landlord, Landlord's affiliates, or entities of which Landlord is a principal will be used in connection with any motor vehicle leasing or renting business that would be considered a direct competitor of the Hertz Corporation.

15. Tenant Improvements: Hertz may complete their interior/exterior build (see exhibit A) out to their spec including construction of additional office space (within the building) and install signage on the interior and exterior of the building as approved by the Landlord (consent not to be unreasonably delayed or withheld) and municipality.

16. Landlord Improvements: Landlord shall be responsible to have the HVAC units serviced by a licensed contractor and confirmed in good order prior to lease commencement. Landlord shall repair parking deficiencies (lot seal, crack fill and stripe), confirm all existing parking lights/exterior lighting is/are functional, and deliver premises and parking lot in good condition and properly striped per city/ADA code prior to lease commencement.

17. Landlord Repairs:	**Landlord shall be responsible for the maintenance repair, and replacement of the roof, structure, structural repairs of the interior/exterior of the building (including utility hook-up), HVAC repairs, HVAC replacement, landscape replacements, parking lot repairs and all repaving as necessary and subgrade utilities.**
18. Tenant Repairs:	**Hertz shall be responsible for all interior repairs, maintenance of the existing landscaping, snow removal, and maintenance of the HVAC system. Tenant shall enter into a bi-annual HVAC maintenance contract with a qualified HVAC Contractor. Tenant shall be responsible for bulb replacement in the interior and exterior and parking lot lighting.**
19. Condition of Premises:	**Landlord is to ensure that any mechanical, plumbing and HVAC systems are in good working order at lease commencement and that the exterior of the premises is currently ADA compliant.**
20. Insurance:	**Landlord shall provide property and general liability insurance. Hertz shall self-insure for liability insurance and all Hertz personal property including vehicles.**
21. Inspections:	**An environmental site assessment ("ESA") shall be required (at Hertz's cost). Hertz shall have to the end of the Permit Period to complete the ESA and terminate the lease if the results of the ESA are not satisfactory.** **Notwithstanding the foregoing, Landlord hereby agrees and acknowledges that third party vendors/contractors, engaged by Hertz, may access the Premises to conduct inspections and provide estimates for work to be completed upon the Premises that is required by Tenant for its operations (the "Inspections") and Landlord or Landlord's Agent shall provide access to the Premises, as needed, upon three (3) days' notice. The Inspections shall include, but not be limited to, site inspections, utility and data line inspections, environmental inspections, and estimates for repairs and maintenance.**
22. Restrictions/Easements:	**To the best of Landlords knowledge, there are no easements, restrictive covenants or rights granted to others limiting Tenant's use of the Premises. To the best of Landlord's knowledge, Landlord is not aware of any interest by any entity, private or public, to acquire the property through the process of eminent domain. Any existing easements on adjoining properties which Tenant may utilize for ingress and/or egress will be made known to Tenant. All such items if any, shall be set forth in the Preliminary Title report and approved by Tenant.**
23. Security Deposit:	**None.**
24. Sublease:	**Hertz has the right to sublease any or all portions of the property and the right to retain profits, if any, upon Landlord's sole written approval and consent.**

25. Landlord Entity on

Lease and W9: _____

26. Brokers: Landlord acknowledges any Brokers involved in this transaction and shall be paid a commission by the Landlord per a separate agreement.

27. SNDA: Landlord notes there is no loan on the property.

28. Name of Mortgage Holder: N/A

This proposal shall be valid if executed within 7 days of receipt.

It is understood and acknowledged by the parties that this letter does not constitute and should not be construed as, a binding commitment or agreement; rather, it is intended to serve as the basis for negotiation.

This proposal is subject to approval by Hertz Corporation Senior Management and no contract between the parties will arise or be enforceable prior to the execution by an authorized officer of the Hertz Corporation of a formal written and approved contract.

Sincerely,
Erin Helfert

Agreed & Accepted

Date 1/28/2020

28 January 2020

INTRODUCED BY COUNCILMAN GARRETT
November 11, 1991

SUB. BILL NO. 6109 ORDINANCE NO. 5291

AN ORDINANCE GRANTING A SPECIAL PERMIT TO ENTERPRISE LEASING COMPANY OF ST. LOUIS FOR THE LOCATION AND OPERATION OF A USED CAR SALES AND CAR RENTAL BUSINESS ON THE PROPERTY KNOWN AS AND NUMBERED 1275 AND 1285 NO. HIGHWAY 67.

WHEREAS, the Florissant Zoning Ordinance authorizes the City Council of the City of Florissant, by Special Permit, after public hearing thereon, to permit the location and operation of a used car sales and car rental business which would otherwise be prohibited; and

WHEREAS, an application has been filed by Enterprise Leasing Company of St. Louis for the location and operation of a used car sales and car rental business on the property hereinafter described; and

WHEREAS, the Planning and Zoning Commission of the City of Florissant has recommended that said Special Permit be granted under certain conditions; and

WHEREAS, due notice of a public hearing on said application to be held on the 14th day of October, 1991 at 8:00 P.M. by the Council of the City of Florissant was duly published, held and concluded; and

WHEREAS, the Council, following said public hearing, and after due and careful consideration, has concluded that the granting of a Special Permit for the location and operation of a used car sales and car rental business would be in the best interest of the City of Florissant.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1: A Special Permit is hereby granted to Enterprise Leasing Company of St. Louis for the location and operation of a used car sales and car rental business on the following described property:

> A description, from public and available records, of a tract of land being a part of Lot 56 of the St. Ferdinand Commons and being a part of Block 101 of the New Town of St. Ferdinand, in the City of Florissant, Missouri, in Township 47 North, Range 6 East, in St. Louis County, Missouri, said tract of land being that certain tract conveyed to Lynn S. Matre, as described and recorded in Deed Book 6789, Pages 591 and 592, of the St. Louis County, Missouri, Recorder's Office, said tract of land being more particularly described as follows:

Beginning at the intersection of the North line of Lindbergh Boulevard with the East line of Jefferson Street (vacated by Ordinance No. 2157, Bill No. 1950, of the City of Florissant, Missouri, on May 27, 1968);

Thence, leaving the North line of Lindbergh and with the common line between the herein described tract of land and the East line of the said vacated Jefferson Street North 31°36'00" East, a calculated record distance of 57.09 feet to an exterior angle point of the herein described tract of land; Said point being in the South line of a tract of land owned, now or formerly, by J. P. Dolan, Jr., as recorded in Book 5089, Page 1039, of the St. Louis County, Missouri, Recorder's Office; Said point being on the common line of the aforementioned Lot 56 and Block 101;

Thence, with the said common line, South 58°26'00" East, a record distance of 3.38 feet to an interior angle point of the herein described tract of land;

Thence, leaving the said common line and with the West line of the herein described tract of land, North 31°30'20" East, a record distance of 81.51 feet to a Point of Curvature;

Thence, a distance of 25.53 feet with the arc of a curve to the right having a Delta of 58°30'10" and a Radius of 25.00 feet to a Point of Tangency;

Thence, with the North line of the herein described tract of land, South 89°59'30" East, a distance of 130.13 feet to a point for the Northeast corner of the herein described tract of land; Said point being an interior corner of a tract of land owned, now or formerly, by Florissant Valley Christian Church Corporation, as recorded in Book 6442, Page 1662, of the St. Louis County, Missouri, Recorder's Office; Said point called to be an Iron Pipe, in the Deed;

Thence, with the East line of the herein described tract of land, South 00°00'30" West, a calculated record distance of 176.10 feet to a point on a curve on the North line of Lindbergh Boulevard for the Southeast corner of the herein described tract of land;

Thence, with the North line of Lindbergh, a distance of 60.33 feet with the arc of a curve to the right having a Radius of 1387.70 feet to a point called to be the S.C. of a spiral curve at centerline station 145 + 76.33;

Thence, along the arc of a spiral curve to the right having the following centerline curve data: P.I.= Sta. 151 + 46.50, Delta = 48°28' Lt., Degree of Curve = 04° 00", a centerline Radius of 1432.70 feet, and a Length of Spiral of 150.00 feet, to a point called to be the T.S. of the spiral curve at centerline station 144 + 26.33 feet;

Thence, continuing with the record North line of Lindbergh Boulevard, North 76°24'00" West, a distance of 24.33 feet to the Point of Beginning.

It Is The Intent of this document to describe an area leased to Enterprise Leasing Company. The information has been taken from Deed Book 6789, Page 591 and 592, of St. Louis County, Missouri. Right of Way information, along Lindbergh Boulevard, was taken from Missouri Highways and Transportation Department plans with Project No. SU-1870(4). This description DOES NOT reflect the results of an actual "on the ground" survey, and IS SUBJECT TO such a survey conforming to the current minimum standards for property boundary surveys as set forth by the Missouri Department of Natural Resources, Division of Land Survey and Geology.

EXCLUDING that certain area leased to Gannett Outdoor Company of St. Louis with New Lease No. 10329, and dated May 7, 1990, and described in the lease as "an area fourteen feet wide on the West line of 1275 N. Hwy. 67, Florissant, Missouri, beginning approximately forty-five (45) feet back from the present front lot-line and continuing towards the rear of the lot between parallel lines 14 feet apart for a distance of twenty-five (25) feet to a line even with the end of Jefferson St. and unopened)".

Section 2: Said Special Permit herein granted shall be conditioned on and shall remain in full force and effect under the following conditions:

(1) That the business location hrein authorized shall be in accordance with the Site Plan attached hereto and made a part hereof as if fully set out herein and marked as Exhibit "A", except as otherwise provided.

(2) That the existing light poles shall be removed and replaced with suitable lighting as approved by the Planning and Zoning Commission.

(3) That all lights shall be directed inward toward the Site.

(4) That landscaping shall be provided as screening between the leasing company and the church as approved by the Planning and Zoning Commission.

(5) That a proper trash enclosure shall be provided as approved by the Director of Public Works.

(6) That the lighting and landscaping plans shall be approved by the Planninga nd Zoning Commission.

Section 3: The said Special Permit herein granted shall expire when the named permittee shall discontinue the operation of said business.

Section 4: This ordinance shall become in force and effect immediately upon its passage and approval.

Adopted this 11th day of November, 1991.

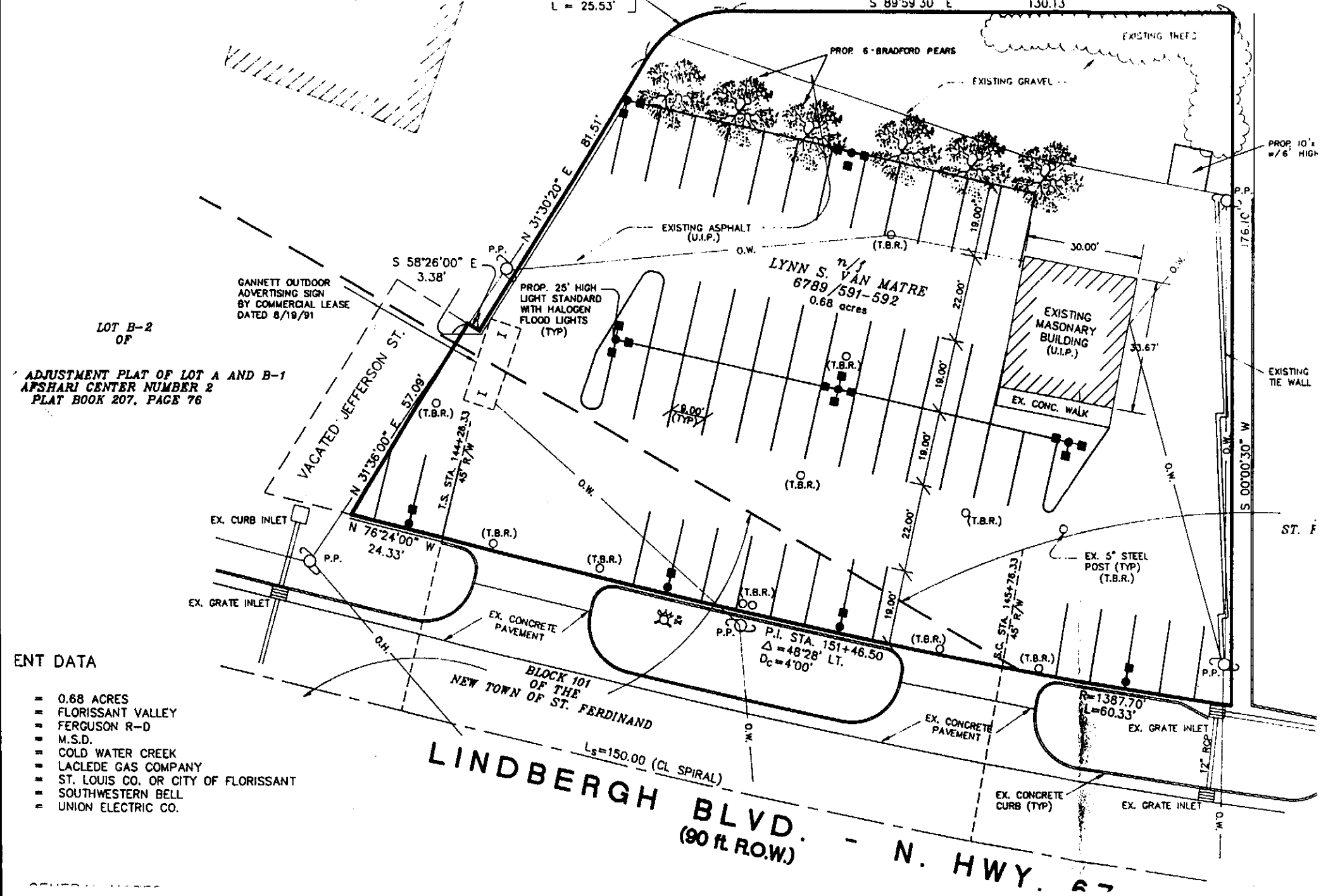
President of the Council
City of Florissant

Approved this 12 day of November, 1991.

Mayor, City of Florissant

ATTEST:

City Clerk



ENT DATA

- = 0.68 ACRES
- = FLORISSANT VALLEY
- = FERGUSON R-D
- = M.S.D.
- = COLD WATER CREEK
- = LACLEDE GAS COMPANY
- = ST. LOUIS CO. OR CITY OF FLORISSANT
- = SOUTHWESTERN BELL
- = UNION ELECTRIC CO.

Exhibit "A"

INTRODUCED BY COUNCILMAN GARRETT
June 8, 1992

BILL NO. 6182 ORDINANCE NO. 5358

AN ORDINANCE AMENDING THE SPECIAL PERMIT HERETOFORE GRANTED TO ENTERPRISE LEASING COMPANY OF ST. LOUIS FOR THE LOCATION AND OPERATION OF A USED CAR SALES AND CAR RENTAL BUSINESS ON THE PROPERTY KNOWN AS AND NUMBERED 1275 & 1285 NO. HIGHWAY 67, AS AUTHORIZED UNDER ORDINANCE NO. 5291.

WHEREAS, the Florissant Zoning Ordinance authorizes the City Council of the City of Florissant, by Special Permit, after public hearing thereon, to permit the location and operation of a used car sales and car rental business which would otherwise be prohibited; and

WHEREAS, the Florissant City Council has heretofore granted a Special Permit to Enterprise Leasing Company of St. Louis for the location and operation of a used car sales and car rental business on the property described in Ordinance No. 5291; and

WHEREAS, an application has been filed by Enterprise Leasing Company of St. Louis for an amendment to the said Special Permit heretofore granted under Ordinance No. 5291; and

WHEREAS, the Planning and Zoning Commission of the City of Florissant has recommended that the said Special Permit be amended as requested; and

WHEREAS, due notice of a public hearing on said application to be held on the 26th day of May, 1992 at 8:00 P.M. by the Council of the City of Florissant was duly published, held and concluded; and

WHEREAS, the Council, following said public hearing and after due and careful consideration, has concluded that the amendment of the Special Permit as authorized under Ordinance No. 5291 would be in the best interest of the City of Florissant.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1: The Special Permit heretofore granted to Enterprise Leasing Company of St. Louis under Ordinance No. 5291 is hereby amended for the redesign of the parking lot layout for the property at 1275 and 1285 North Highway 67 in accordance with the drawing attached hereto and made a part hereof as if

fully set out herein and marked as Exhibit "A", or as may hereafter be approved by the Planning and Zoning Commission of the City of Florissant.

Section 2: Except as herein amended, Ordinance No. 5291 is hereby reaffirmed in its entirety.

Section 3: This ordinance shall become in force and effect immediately upon its passage and approval.

Adopted this 22nd day of June, 1992.

Geri Debo
President of the Council
City of Florissant

Approved this 23 day of June, 1992.

James J. Eagan
Mayor, City of Florissant

ATTEST:

Carol A. Pritchett
City Clerk

ENTERPRISE LEASING CO.

J.P. DOLAN, JR.
8069/1039

R = 25.00'
L = 25.53'

S 89°59'30" E 130.13'

EXISTING TREES

PROP. 6-BRADFORD PEARS

EXISTING GRAVEL

PROP. 10'x1
w/ 6' HIGH

N 31°30'20" E 81.51'

EXISTING ASPHALT (U.I.P.)

O.W.

(T.B.R.)

19.00'

30.00'

176.10'

P.P.

S 58°26'00" E
3.38'

GANNETT OUTDOOR
ADVERTISING SIGN
BY COMMERCIAL LEASE
DATED 8/19/91

n/f
LYNN S. VAN MATRE
6789/591-592
0.68 acres

22.00'

EXISTING
MASONRY
BUILDING
(U.I.P.)

35.67'

EXISTING
TIE WALL

LOT B-2
OF

'MENT PLAT OF LOT A AND B-1
U CENTER NUMBER 2
BOOK 207, PAGE 76

PROP. 25' HIGH
LIGHT STANDARD
WITH HALOGEN
FLOOD LIGHTS
(TYP)

38.00'

EX. CONC. WALK

VACATED JEFFERSON ST.

N 31°36'00" E 57.09'

T.S. STA. 144+26.33
45' R/W

S 00°00'30" W

LOT 56
ST. FERDINA

EX. CURB INLET

N 76°24'00" W
24.33'

EX. 5" STEEL
POST (TYP)
(T.B.R.)

EX. GRATE INLET

EX. CONCRETE
PAVEMENT

9.00'
(TYP)

P.I. STA. 151+46.50
Δ = 48°28' LT.
D_c = 4°00'

B.C. STA. 145+76.33
45' R/W

BLOCK 101
OF THE
NEW TOWN OF ST. FERDINAND

R=1387.70'
L=60.33'

EX. GRATE INLET

EX. CONCRETE
PAVEMENT

L_s=150.00 (CL SPIRAL)

EX. CONCRETE
CURB (TYP)

EX. GRATE INLET

LINDBERGH BLVD. - N. HWY 67
(90 ft. R.O.W.)

ATA

68 ACRES
ORISSANT VALLEY
ERGUSON R-D
S.D.
OLD WATER CREEK
ACLEDE GAS COMPANY
T. LOUIS CO. OR CITY OF FLORISSANT
OUTHWESTERN BELL
NION ELECTRIC CO.

Exhibit "A"
ORD. NO. 5358

INTRODUCED BY COUNCILMAN GARRETT
August 24, 1992

SUBSTITUTE BILL NO. 6213 ORDINANCE NO. 5383

AN ORDINANCE GRANTING A SPECIAL PERMIT TO ENTERPRISE LEASING COMPANY OF ST. LOUIS FOR THE INSTALLATION AND MAINTENANCE OF A POLE SIGN ON THE PROPERTY HEREINAFTER DESCRIBED AND KNOWN AS 1285 N. HIGHWAY 67.

WHEREAS, the Florissant Zoning Ordinance authorizes the City Council of the City of Florissant, by Special Permit, after public hearing thereon, to permit the installation and maintenance of a pole sign which does not comply with the ordinances of the City of Florissant under certain findings; and

WHEREAS, an application has been filed by Enterprise Leasing Company of St. Louis for the installation and maintenance of a pole sign on the property hereinafter described; and

WHEREAS, the Planning and Zoning Commission of the City of Florissant has recommended that said Special Permit be granted under certain conditions; and

WHEREAS, due notice of a public hearing on said application to be held on the 27th day of July, 1992 at 8:00 P.M. by the Council of the City of Florissant was duly published, held and concluded; and

WHEREAS, the Council, following said public hearing, and after due and careful consideration, has concluded that the issuance of a Special Permit for the installation and maintenance of a pole sign on the property hereinafter described does alleviate a hardship and is not simply for the convenience of the applicant; that said sign is consistent with good planning practices; that said sign can be maintained in a manner that is visibly compatible with the use of the property in the surrounding area; and that said location is not within the historic district.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1: A Special Permit is hereby granted to Enterprise Leasing Company of St. Louis for the installation and maintenance of a pole sign on the following described property:

> A description, from public and available records, of a tract of land being a part of Lot 56 of the St. Ferdinand Common Fields and a part of Block 101 of the St. Ferdinand Commons

of the "New Town of St. Ferdinand" in Township 47 North, Range 6 East as recorded in Book 6789, Page 592, of the St. Louis County, Missouri, Recorder's Office, and shown on a Site Plan by Jon Mac Goy, Architect, Job No. 6116, dated January 4, 1962; said zoning area description being more particularly described as follows:

Beginning at the intersection of the North line of Lindbergh Boulevard with the East line of Jefferson Street; said point called to be an Iron Pipe in the aforementioned Deed;

Thence, leaving the North line of Lindbergh Boulevard and with the East line of Jefferson Street, North 31°36' East, a distance of 72.86 feet to an angle point called to be on the common line between the aforementioned Lot 56 and Block 101;

Thence, with the said common line, South 58°26' East, a distance of 3.38 feet to an angle point;

Thence, leaving the said common line, North 31°30'20" East, a distance of 81.50 feet to a Point of Curvature;

Thence, with the arc of a curve to the right, a distance of 26.04 feet to the Point of Tangency (no other curve information is available on the face of the documents);

Thence, with the North line of the herein described area, South 89°59'30" East, a distance of 130.13 feet to a point for the Northeast corner of the herein described area; Said point called to be an Iron Pipe in the aforementioned Deed;

Thence, with the East line of the subject tract, South 00°00'30" West, a distance of 191.35 feet to a point, on a curve in the North line of Lindbergh Boulevard, for the Southeast corner of the herein described tract of land; Said point called to be an Iron Pipe in the aforementioned Deed;

Thence, an arc distance of 133.22 feet with the arc of a curve to the right having a radius of 1402.70 feet to a Point of Tangency; Said point called to be an Iron Pipe in the aforementioned Deed;

Thence, with the North line of Lindbergh Boulevard, North 76°24' West, a distance of 107.57 feet to the Point of Beginning of the herein described area.

It is the intent of this document to describe an area leased by Enterprise Leasing Company. The information has been taken from Deed Book 6789, Page 592, of the St. Louis County, Missouri, Recorder's Office, and from a site plan prepared by Jon MacGoy, Architect, job no. 6116, and dated January 4, 1962. This description DOES NOT reflect the results of an actual on the ground survey, and IS SUBJECT TO such a survey conforming to the current minimum standards for property surveys as set forth by the Missouri Department of Natural Resources, Division of Geology and Land Survey.

Section 2: Said Special Permit herein granted shall be conditioned on and shall remain in force and effect under the following conditions:

(1) That the face of the sign be no closer than 12 feet from the property line.

(2) That the said sign shall be installed at the location depicted on the site plan attached hereto and made a part hereof as if fully set out herein and marked as Exhibit "A".

(3) That the said sign shall be in accordance with the drawing attached hereto and made a part hereof as if fully set out herein and marked as Exhibit "B".

Section 3: The said Special Permit herein granted shall expire when the named permittee shall discontinue the operation of said business.

Section 4: This ordinance shall become in force and effect immediately upon its passage and approval.

Adopted this 24th day of August, 1992.

Geri Dibo
President of the Council
City of Florissant

Approved this 25 day of August, 1992.

James J. Eagan
Mayor, City of Florissant

ATTEST:

Carol A. Dutcher
City Clerk

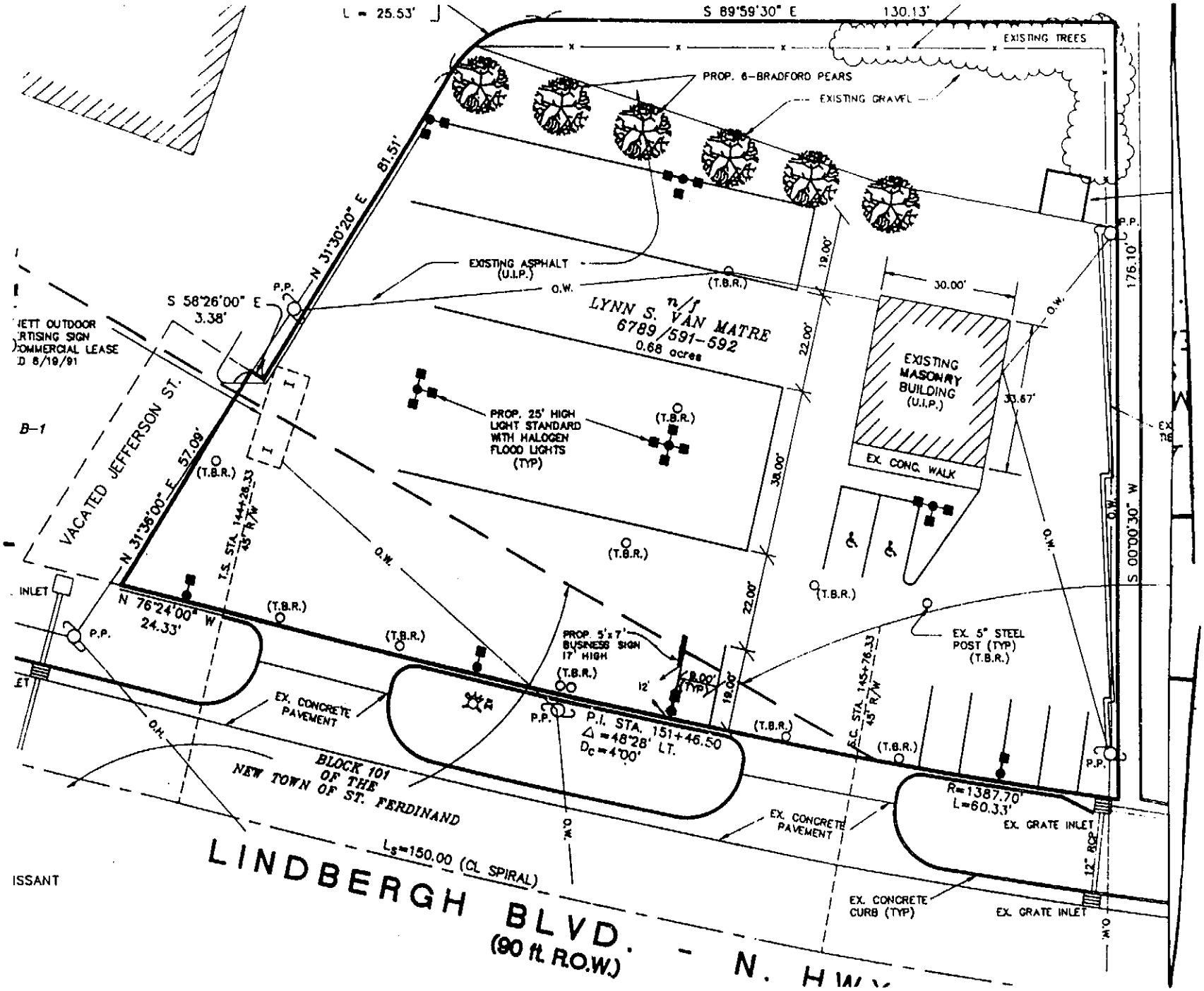
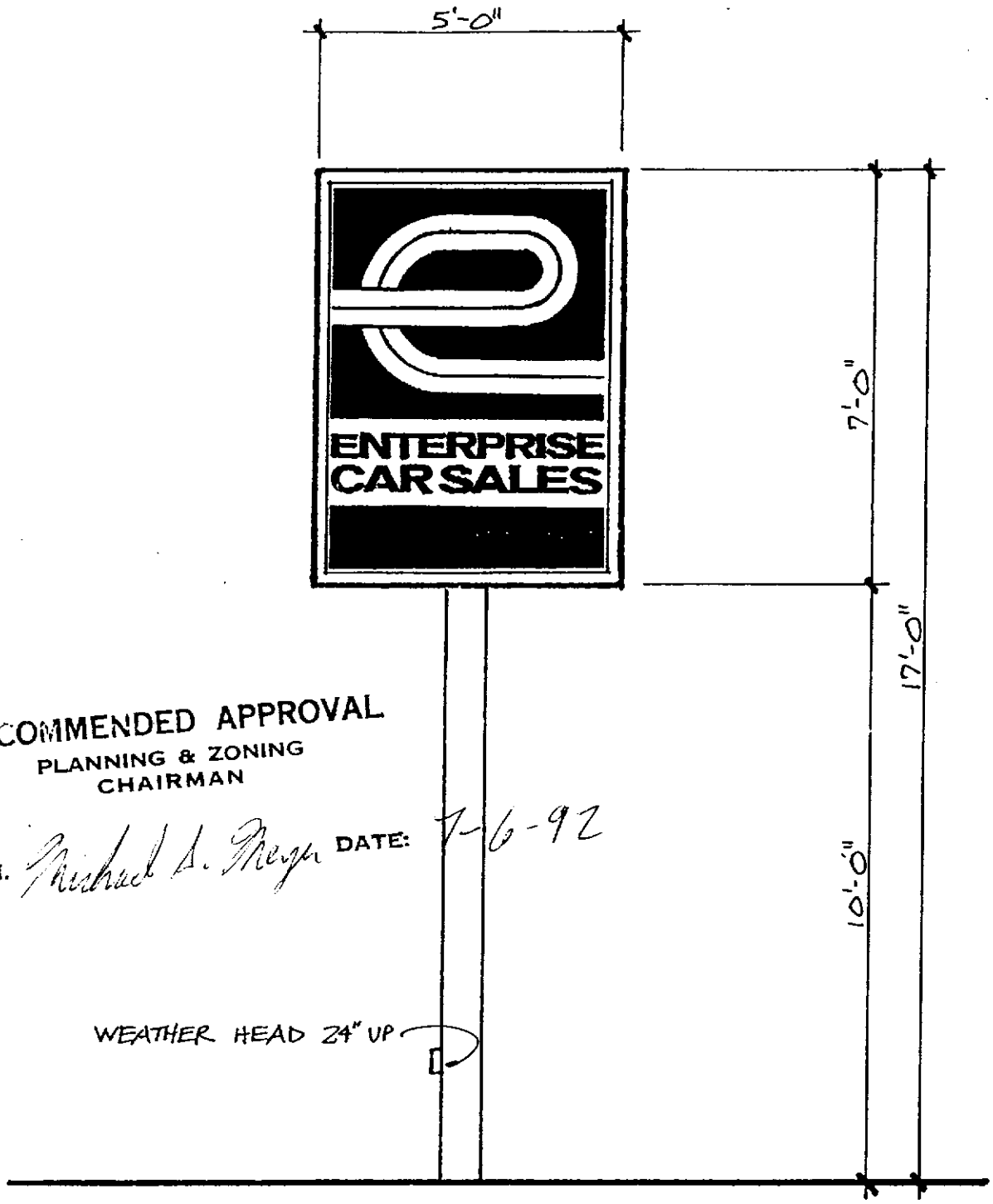

L = 25.53'
S 89°59'30" E
130.13'
EXISTING TREES
PROP. 6-BRADFORD PEARS
EXISTING GRAVEL
N 31°30'20" E
81.51'
EXISTING ASPHALT (U.I.P.)
O.W.
S 58°26'00" E
3.38'
P.P.
JETT OUTDOOR
RTISING SIGN
COMMERCIAL LEASE
D 8/19/91
B-1
VACATED JEFFERSON ST.
N 31°36'00" E 57.09'
(T.B.R.)
T.S. STA. 144+26.33
45' R/W
LYNN S. VAN MATRE
n/f
6789/591-592
0.68 acres
19.00'
22.00'
38.00'
30.00'
33.67'
EXISTING MASONRY BUILDING (U.I.P.)
EX. CONC. WALK
PROP. 25' HIGH LIGHT STANDARD WITH HALOGEN FLOOD LIGHTS (TYP)
176.10'
S 00°00'30" W
INLET
N 76°24'00" W
24.33'
PROP. 5'x7' BUSINESS SIGN 17' HIGH
12'
8.00' (TYP)
18.00'
EX. 5" STEEL POST (TYP) (T.B.R.)
EX. CONCRETE PAVEMENT
P.I. STA. 151+46.50
Δ = 48°28' LT.
Dc = 4°00'
F.C. STA. 145+76.33
45' R/W
BLOCK 101 OF THE NEW TOWN OF ST. FERDINAND
R=1387.70'
L=60.33'
EX. GRATE INLET
12" RCP
Ls=150.00 (CL SPIRAL)
EX. CONCRETE CURB (TYP)
LINDBERGH BLVD.
(90 ft. R.O.W.)
ISSANT

Exhibit "A"



RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

SIGN. Michael A. Meyer DATE: 7-6-92

SIGN ELEVATION

SCALE: 3/8" = 1'-0"

D/F POLE MOUNT CABINET SIGN
POLE & CABINET - BLACK
COPY & HWY. LINE - BLACK
BACKGROUND - WHITE & GREEN PMS-349

Exhibit "B"

INTRODUCED BY COUNCILMAN GARRETT
March 22, 1993

BILL NO. 6310 ORDINANCE NO. 5476

AN ORDINANCE AMENDING THE SPECIAL PERMIT HERETOFORE GRANTED UNDER ORDINANCE NO. 5291, AS AMENDED, AND ORDINANCE NO. 5358, FOR ENTERPRISE LEASING COMPANY TO RELOCATE THE CUSTOMER PARKING AT 1275 & 1285 NORTH HIGHWAY 67.

WHEREAS, the Florissant City Council has heretofore granted a Special Permit for the location and operation of a used car sales and car rental business on the property known as and numbered 1275 & 1285 N. Hwy. 67 as authorized under Ordinance No. 5291 and amended by Ordinance No. 5358; and

WHEREAS, an application has been filed by the Enterprise Leasing Company for an amendment to the Special Permit heretofore granted under Ordinance No. 5291, as amended by Ordinance No. 5358 for the relocation of the customer parking lot; and

WHEREAS, the Planning and Zoning Commission of the City of Florissant has recommended that the said Special Permit be amended as requested; and

WHEREAS, due notice of public hearing on said application to be held on the 15th day of March, 1993 at 8:00 P.M. by the Council of the City of Florissant was duly published, held and concluded; and

WHEREAS, the Council, following said public hearing, and after due and careful consideration, has concluded that the amending of the Special Permit to allow for the relocation of the customer parking lot on the site plan at 1275 & 1285 N. Hwy. 67 is in the best interest of the City of Florissant.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1: The Special Permit heretofore granted under Ordinance No. 5291, as amended by Ordinance No. 5358 , is hereby further amended so as to permit the relocation of the customer parking on the drawing attached hereto and made a part hereof as if fully set out herein and marked Exhibit "A" or as may hereafter be amended after approval by the Planning and Zoning Commission without further review of the City Council of the City of Florissant.

Section 2: Except as herein amended, Ordinance No. 5291, as amended by Ordinance No. 5358, is hereby reaffirmed in its entirety.

Section 3: This ordinance shall become in force and effect immediately upon its passage and approval .

Adopted this 22nd day of March, 1993.

President of the Council
City of Florissant

Approved this 25 day of March, 1993.

Mayor, City of Florissant

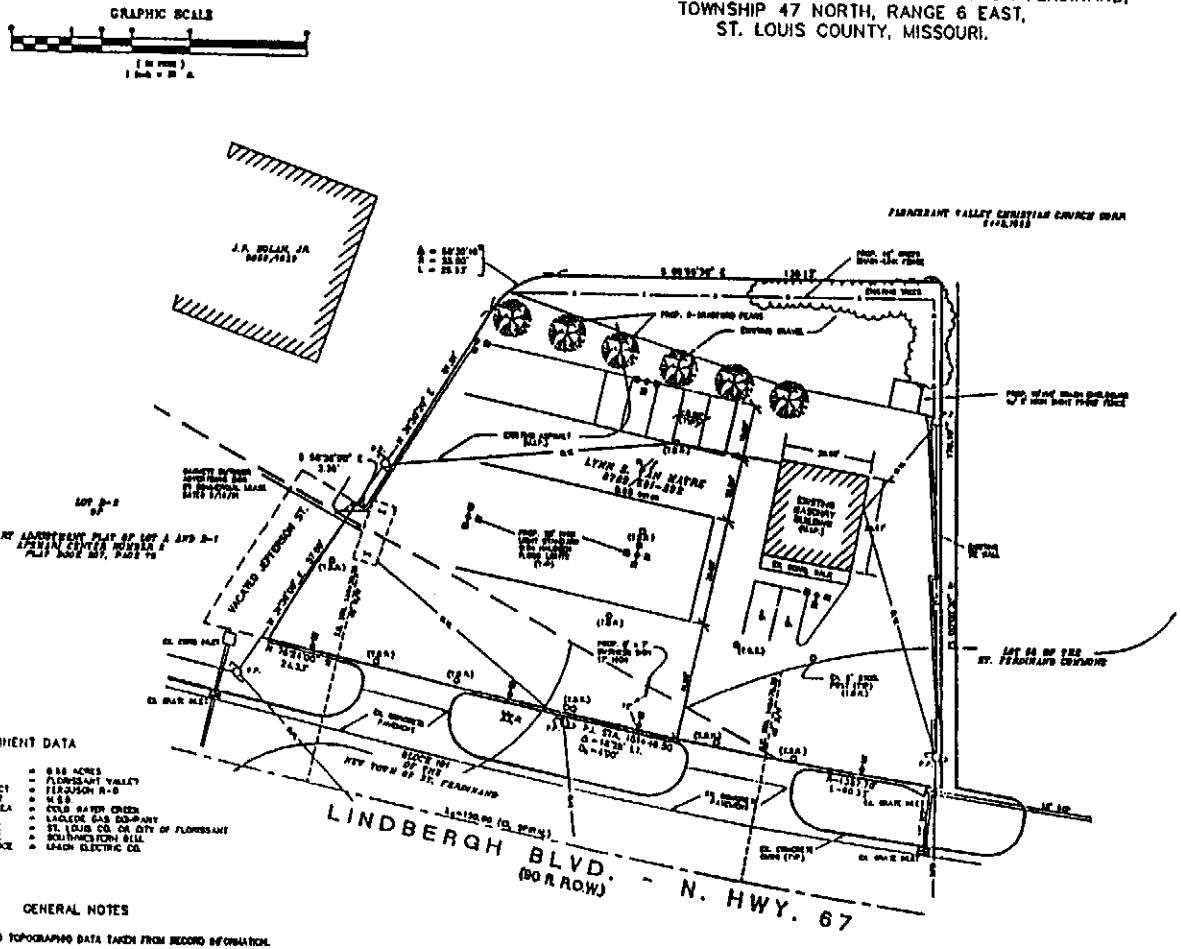
ATTEST:

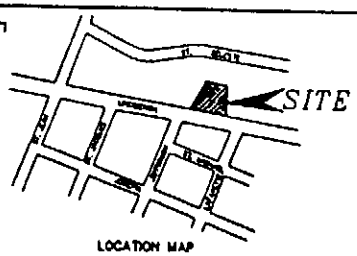
City Clerk

ENTERPRISE LEASING RENTAL AND USED CAR LOT

PART OF LOT 56 OF ST. FERDINAND COMMONS AND
PART OF BLOCK 101 OF THE NEW TOWN OF ST. FERDINAND,
TOWNSHIP 47 NORTH, RANGE 6 EAST,
ST. LOUIS COUNTY, MISSOURI.

GRAPHIC SCALE





LOCATION MAP

PARCEL DESCRIPTION

PERTINENT DATA

AREA	= 0.55 ACRES
FIRE DISTRICT	= FLORISSANT VALLEY
SCHOOL DISTRICT	= FERGUSON R-5
SEWER DISTRICT	= M.S.D.
FLOODED AREA	= COLD WATER CREEK
GAS SERVICE	= LACLEDE GAS COMPANY
WATER SERVICE	= ST. LOUIS CO. OR CITY OF FLORISSANT
POLICE SERVICE	= SOUTHWINDSOR HILL
ELECTRIC SERVICE	= UNION ELECTRIC CO.

GENERAL NOTES

1. BOUNDARY AND TOPOGRAPHIC DATA TAKEN FROM RECORD INFORMATION.
2. UTILITIES HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATIONS SHOULD BE CONSIDERED APPROXIMATE.

REVISED 8/15/92
REVISED 4/7/92
REVISED 10/27/91
REVISED 11/1/91
REVISED 9/30/92
REVISED 7/20/92
REVISED 6/1/92

PREPARED FOR:
ENTERPRISE LEASING
CO. OF ST. LOUIS
8844 LADUE ROAD
ST. LOUIS, MO. 63124

BENCH MARK

M.S.D. NO. 478-37 ELEVATION = 632.85
"SQ." ON CONCRETE WALK 6' SOUTH OF SOUTHWEST CORNER OF POOL KING (1545, 100' NORTH OF CENTERLINE OF LINDBERGH BLVD. (HWY 140) AND 350' WEST OF BRIGHTWELL COURT TO SOUTH.

Exhibit "A"

ENTERPRISE LEASING COMPANY

SITE DEVELOPMENT PLAN

STOCK & ASSOCIATES
CONSULTING ENGINEERS, INC.
[illegible] VOSHCREST TERRACE DR.
SUITE 100
ST. LOUIS, MO. 63141
(314) 275-9471

T.S. 8/26/91	G.S. 8/26/91	9[illegible]	1 of 1

INTRODUCED BY COUNCILMAN GARRETT
JANUARY 24, 2000

BILL NO. 7255 (AS AMENDED) ORDINANCE NO. 6365

AN ORDINANCE TRANSFERRING THE SPECIAL PERMITS FROM ENTERPRISE LEASING COMPANY AS AUTHORIZED BY ORD. NOS. 5291, 5358, 5383 & 5476, TO ELITE CAR SALES, INC. FOR THE OPERATION OF SALE OF USED CARS AT 1285 N. HWY. 67.

WHEREAS, the Florissant Zoning Ordinance authorizes the City Council of the City of Florissant to transfer a Special Permit after an application has been filed indicating that the Special Permit would be operated under the same terms and conditions as the original ordinances; and

WHEREAS, pursuant to Ordinance Nos. 5291, 5358, 5383 & 5476 Enterprise Leasing was granted a Special Permit for the location and operation of sale of used cars on the property known and numbered as 1285 N. Hwy. 67; and

WHEREAS, an application has been filed by Elite Car Sales, Inc. to transfer the Special Permit authorized by Ordinance Nos. 5291, 5358, 5383 & 5476 to its name; and

WHEREAS, the City Council of the City of Florissant determined at its meeting on January 10, 2000 that the business operated under Ordinance Nos. 5291, 5358, 5383 & 5476 would be operated in a substantially identical fashion as set out therein; and

WHEREAS, Elite Car Sales, Inc. has accepted the terms and conditions set out in Ordinance Nos. 5291, 5358, 5383 & 5476; and

WHEREAS, the sign previously authorized was inadvertently removed and Elite Car Sales, Inc. is authorized to replace the sign at the location previously authorized provided that it is in accordance with the drawing attached to Ordinance No. 5383, except for the fascia.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1: The Special Permit authorized by Ordinance Nos. 5291, 5358, 5383 & 5476 is hereby transferred from Enterprise Leasing Company to Elite Car Sales, Inc.

Section 2: Said Special Permit herein authorized shall remain in full force and effect under the terms and conditions as set forth in Ordinance Nos. 5291, 5358, 5383 & 5476, including the replacement of the sign, with dimensions as previously authorized, at the location previously installed and as depicted on the site plan, the faces of which sign may be changed from time to time, with the approval of the Director of Public Works, to identify the business conducted on such premises and the goods or services there provided.

Section 3: When the named permittee discontinues the operation of said business the Special Permit herein authorized shall no longer be in force and effect.

Section 4: This ordinance shall become in force and effect immediately upon its passage and approval.

BILL NO. 7255 (AS AMENDED) ORDINANCE NO. 6365

Adopted this 24th day of January, 2000.

Susan M. Gerling
President of the Council
City of Florissant

Approved this 25 day of January, 2000.

James J. Eagan
Mayor, City of Florissant

ATTEST:

Chris McCormick
City Clerk

INTRODUCED BY COUNCILMAN STINNETT
JULY 8, 2013

BILL NO. 8927 ORDINANCE NO. 7978

AN ORDINANCE TRANSFERRING THE SPECIAL USE PERMIT FROM ELITE CAR SALES INC. TO HERTZ CAR SALES LLC FOR THE LOCATION AND OPERATION OF A USED CAR SALES AND CAR RENTAL BUSINESS ON THE PROPERTY KNOWN AS 1275 AND 1285 N. HWY 67.

WHEREAS, the Florissant Zoning Ordinance authorizes the Council of the City of Florissant, by Special Use Permit, after public hearing thereon, to permit the location and operation of a new and used auto sales and service business; and

WHEREAS, pursuant to Ordinance No. 5291, Enterprise Leasing Company of St. Louis was granted a Special Use Permit for the location and operation of a used car sales and car rental business on the property known as 1275 and 1285 N. Hwy 67,

WHEREAS, Special Use Permit No. 5291 was amended by Ordinance Nos. 5358 and 5476,

WHEREAS, Special Use No. 5291 as amended was then transferred to Elite Car Sales by Ordinance no. 6365; and

WHEREAS, an application has been filed by Hertz Car Sales LLC to transfer the Special Use Permit authorized by Ordinance No. 5291 as amended and transferred by Ordinance No. 6365 to its name; and

WHEREAS, the City Council of the City of Florissant determined at its meeting on July 8th, 2013 that the business operated under Ordinance No. 5291 as amended and transferred by Ordinance No. 6365 would be operated in a substantially identical fashion as set out herein; and

WHEREAS, Elite Car Sales Inc. has accepted the terms and conditions set out in Ordinance No. 5291 as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1: The Special Use Permit authorized by Ordinance No. 5291 as amended and subsequently transferred by Ordinance No. 6365 is hereby transferred from Elite Car Sales, Inc.

to Hertz Car Sales LLC for the location and operation of a used car sales and car rental business known and numbered at 1275 and 1285 N. Hwy 67.

Section 2: The terms and conditions of said Special Permit authorized by Ordinance No. 5291 as amended shall remain in full force and effect.

Section 3: The Special Use Permit herein authorized shall terminate if the said business ceases operation for a period of more than ninety (90) days or when the named permittee ceases to be the owner and operator of said business.

Section 4: This ordinance shall become in force and effect immediately upon its passage and approval.

Adopted this 22 day of July, 2013.

Keith Schildroth
President of the Council
City of Florissant

Approved this 24 day of July, 2013.

Thomas P. Schneider
Mayor, City of Florissant

ATTEST:

Karen Goodwin, MMC/MRCC
City Clerk

INTRODUCED BY COUNCILMAN HENKE
OCTOBER 8, 2018

SUBSTITUTE BILL NO. 9438 ORDINANCE NO. 8463

ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE PERMIT NO. 7978 FROM HERTZ CAR SALES TO TOP GEAR AUTO LLC, LOCATED AT 1285 N. HWY 67 FOR THE OPERATION OF A USED AUTO SALES.

WHEREAS, the Florissant Zoning Ordinance authorizes the Council of the City of Florissant, by Special Use Permit, after public hearing thereon, to permit the location and operation of a used auto sales and service business; and

WHEREAS, pursuant to Ordinance No. 7978, Hertz Car Sales was granted a Special Use Permit for the location and operation of used car sales and car rental business on the property known as 1285 N. Hwy 67; and

WHEREAS, an application has been filed by Top Gear Auto LLC to transfer the Special Use Permit authorized by Ordinance No. 7978 to its name; and

WHEREAS, the City Council of the City of Florissant determined at its meeting on October 8, 2018, that the business operated under Ordinance No. 7978 would be operated in a substantially similar fashion as set out herein and would maintain the health, safety, morals and general welfare of the City; and

WHEREAS, Top Gear Auto LLC has accepted the terms and conditions set out in Ordinance No. 7978.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1: The Special Use Permit authorized by Ordinance No. 7978 originally issued Hertz Car Sales is hereby transferred to Top Gear Auto LLC for the location and operation of a used car sales business on the property known as 1285 N. Hwy 67.

Section 2: The terms and conditions of said Special Permit authorized by Ordinance No. 7978 shall remain in full force and effect except that there will not be any car rental business.

Section 3: The Special Use Permit herein authorized shall terminate if the said business ceases operation for a period of more than ninety (90) days.

Section 4: This ordinance shall become in force and effect immediately upon its passage and approval.

Adopted this 22nd day of Oct, 2018.

Jeff Caputa
Council President

Approved this 22nd day of Oct., 2018.

Thomas P. Schneider
Mayor, City of Florissant

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk

City of Florissant

Honorable **Timothy J. Lowery, *Mayor***

TRANSFER OF SPECIAL USE PERMIT PROCEDURE

After receiving completed Transfer of Special Use Permit application, the City Clerk places the Transfer request on the next City Council Agenda for acceptance of the application and 1st reading of the new bill.

Applicant is encouraged to contact the Councilperson of the ward prior to the City Council Meeting.

At the following meeting the bill is read for a second and third time and voted upon. With a majority of affirmative votes the bill is assigned an Ordinance number.

The application for a Transfer of a Special Use requires the following for a complete application:

1. Completed application form
   (with the signature from current owner to authorize the transfer of the ordinance in their name)
2. Complete acknowledgement form
   (Acknowledging that the new owner has received a copy of the current ordinance and accepts responsibility for the Special Use Permit as it is written)
3. Copy of the LLC or Corporation papers.
4. Copy of a lease or bill of sale (to show an interest in the property)
5. Copy of the Fictitious name certificate (if applicable)

Return completed application and documentation to the City Clerk's office no later than 5 pm on Wednesday prior to a scheduled City Council meeting (2nd and 4th Mondays of each month)

Questions: Call the City Clerk at 314-839-7630 or 7631 or email kgoodwin@florissantmo.com

TRANSFER OF SPECIAL PERMIT

AUTHORIZED BY ORDINANCE NUMBER (S) _____

FROM Top Gear Auto LLC

TO The Hertz Corporation

FOR Auto Rental Business

ADDRESS 1285 N. Hwy 67 Florissant

Ward ——— Zoning ——— Date Filed ——— Accepted By ———

TRANSFER OF SPECIAL USE PERMIT PETITION

TO THE CITY COUNCIL OF THE CITY OF FLORISSANT:

1. Comes now The Hertz Corporation and states to the City Council that he (she) (they) has (have) the following legal interest in the property located at 1285 N. Hwy 67 in the City of Florissant, Missouri. Legal interest: (X) Lease or ( ) Simple Title
(Attach signed copy of lease or deed)

2. The petitioner(s) further state that he (she) (they) has (have) not made any arrangement to pay any commission, gratuity, or consideration, directly or indirectly to any official, employee, or appointee of the City of Florissant, with respect to this petition.

3. The applicant will operate the business in the same manner and under the same conditions as set out in the original ordinance granting the special permit or any amendments thereto, except for any proposed change in sign face of an authorized sign.

PETITIONER SIGNATURE Eric A. Hertz as agent
Individual's Name

FOR: The Hertz Corporation
Company, Corporation, Partnership

4. I (we) hereby certify that (indicate **one only**):

(X) I (we) have a legal interest in the above described property.
( ) I am (we are) the duly appointed agent (s) of the petitioner, and that all information given is true and a statement of fact.

SIGNATURE Erin L Heifert as agent

ADDRESS 8501 Williams Rd. Estero, FL 33928

Telephone No. 239-301-7245 Email address endfect@herte.com

I (we) the petitioner(s) do hereby appoint Erin L Heifert as my (our) duly authorized agent to represent me (us) in regard to this petition.

Erin L Heifert as agent
PETITIONER SIGNATURE

Note: Petitioner or his/her authorized agent will be the only person(s) permitted to make the presentation to the City Council.

5. Acknowledgement and consent of **(current)** owner to Transfer the Special Use Permit.

3/3/2020
SIGNATURE OF OWNER

Information sheet to be attached to all requests for Transfer of Special Permit

Type of Operation: (Select One)

Individual ☐ Partnership☐ Corporation ☒ LLC ☐

INDIVIDUAL: N/A

Name & address _____

Telephone number & email address _____

Business name/address/phone _____

Copy of fictitious name registration, if applicable _____

PARTNERSHIP: N/A

Name & address of partner (s) _____

_____

Telephone number(s) and email address (s) _____

Business name/ address /phone _____

Copy of fictitious name registration, if applicable _____

CORPORATION OR LLC:

Name & address of all corporate officers _____

_____

Telephone numbers & email addresses _____

Business name/address/phone The Hertz Corporation 8501 Williams Rd. Estero, FL 33928

Photocopy of Corporation/LLC Articles and Certificate See attached

Date of incorporation/LLC See attached

Copy of fictitious name registration, if applicable

Copy of latest Missouri Anti-Trust affidavit (annual registration of corporate officers)

TRANSFER OF SPECIAL USE PERMIT

The undersigned hereby acknowledges receipt of a copy of Ordinance Number 8463 which previously authorized a Special Use Permit:

TO: Top Gear Auto LLC

FOR: Operation of a Used Auto Sales

Located at: 1285 N. Hwy 67

and agree to the terms and conditions listed in said ordinance and to any additional term and conditions that the City Council shall deem appropriate.

The Hertz Corporation

PRINT - NAME OF APPLICANT

Eric D. Huff as agent

SIGNATURE OF APPLICANT

INTRODUCED BY COUNCILMAN HENKE
MARCH 9, 2020

BILL NO. 9591 ORDINANCE NO.

ORDINANCE AUTHORIZING A TRANSFER SPECIAL USE PERMIT NO. 8463 AS AMENDED FROM TOP GEAR AUTO LLC TO THE HERTZ CORPORATION TO ALLOW FOR AN AUTO RENTAL BUSINESS LOCATED AT 1285 N. HWY 67.

WHEREAS, the Florissant Zoning Ordinance authorizes the Council of the City of Florissant, by Special Use Permit, after public hearing thereon, to permit the location of an auto rental business; and

WHEREAS, Enterprise Leasing Company of St. Louis was granted Special Use Permit no. 5291 in November of 1991 for the location of an auto leasing business located at 1285 N. Hwy 67, and

WHEREAS, ordinance no. 5291 was amended in June of 1992 by ordinance no. 5358 to allow for a redesign of the parking lot layout for 1275 & 1285 N. Hwy 67; and

WHEREAS in August of 1992 Enterprise leasing was granted Special Use Permit no. 5383 for the installation and maintenance of a pole sign; and

WHEREAS In March of 1993 ordinance no. 5291 as amended, was further amended by ordinance no 5476 to allow for the relocation of customer parking; and

WHEREAS in January of 2000, Ordinance no. 6365 was passed to transfer ordinances 5291, 5358, 5383 and 5476 From Enterprise Leasing to Elite Car Sales Inc.; and

WHEREAS In July of 2013, ordinance no. 7978 was passed to transfer ordinance no 5291 as amended and transferred to Hertz Car Sales LLC; and

WHEREAS In October of 2018, ordinance no. 8463 was passed to transfer Special Use No. 7978 from Hertz Car Sales to Top Gear Auto LLC; and

WHEREAS, an application has been The Hertz Corporation to transfer the Special Use Permit authorized by Ordinance No. 8463 to its name; and

WHEREAS, the City Council of the City of Florissant determined at its meeting on March 9th, 2020 that the business would be operated in substantially identical fashion as set out herein; and

WHEREAS, The Hertz Corporation has accepted the terms and conditions set out in Ordinance No. 8463.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1: The Special Use Permit authorized by Ordinance No. 8463 is hereby transferred from Top Gear Auto LLC to The Hertz Corporation to allow for an auto rental business located at 1285 N. Hwy 67.

Section 2: The terms and conditions of said Special Permit authorized by Ordinance No. 8463 shall remain in full force and effect.

Section 3: The Special Use Permit herein authorized shall terminate if the said business ceases operation for a period of more than ninety (90) days.

Section 4: This ordinance shall become in force and effect immediately upon its passage and approval.

Adopted this _____ day of _____, 2020.

_____
Jeff Caputa
Council President

Approved this _____ day of _____, 2020.

_____
Timothy J. Lowery
Mayor, City of Florissant

ATTEST:

_____
Karen Goodwin, MPPA/MMC/MRCC
City Clerk

INTRODUCED BY COUNCILMAN CAPUTA
March 9, 2020

BILL NO. 9592 ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 605.459 OF ARTICLE XVII "RESIDENTIAL RENTAL REAL ESTATE"

WHEREAS, the City Council adopted licensing provisions relating to the rental of residential real estate; and

WHEREAS, the City Council believes it to be in the best interests of the City to amend Section 605.459 of Article XVII, Residential Rental Real Estate, to provide clarity.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1: Section 605.459 of Article XVII: Residential Rental Real Estate is hereby deleted in its entirety and the following inserted in lieu thereof:

Section 605.459 Occupancy Prohibited.

Unless and until the annual application is filed by the owner, together with all necessary accompanying documents, and all fees due hereunder are paid in full and all outstanding fines imposed by the Florissant Municipal Court for any housing or Building Code violations pertaining to the residential rental property applicable to the residential rental license are paid in full by the owner/applicant, no such residential rental license shall be issued to such owner nor shall any new occupancy permit be issued for the occupancy of the residential rental property that is applicable to the license. Failure to obtain and maintain a valid residential rental license shall constitute grounds for the revocation or cancellation of the outstanding occupancy permit(s) issued for the residential rental property associated with said rental license. No new occupancy permit shall be required if the occupancy remains the same for any parcel of residential rental property purchased or obtained.

Section 2: This ordinance shall become in full force and effect immediately upon its passage and approval as provided by law.

Adopted this ____ day of _____, ____.

_____
Jeff Caputa
President

Approved this ____ day of _____, ____.

_____
Timothy J. Lowery
Mayor

ATTEST:

_____
Karen Goodwin, MPPA/MMC/MRCC
City Clerk

Section 605.459 Occupancy Prohibited.

Unless and until the annual application is filed by the owner, together with all necessary accompanying documents, and all fees due hereunder are paid in full and all outstanding fines imposed by the Florissant Municipal Court for any housing or Building Code violations ~~by such owner~~pertaining to the residential rental property applicable to the residential rental license are paid in full by the owner/applicant, no such residential rental license shall be issued to such owner nor shall any new occupancy permit be issued for the occupancy of ~~any parcel of~~the residential rental property ~~of such owner~~that is applicable to the license. Failure to obtain and maintain a valid residential rental license shall constitute grounds for the revocation or cancellation of ~~all~~the outstanding occupancy ~~permits~~permit(s) issued for ~~any parcels of~~the residential rental property ~~of such owner~~ associated with said rental license. No new occupancy permit shall be required if the occupancy remains the same for any parcel of residential rental property purchased or obtained.

INTRODUCED BY COUNCILMAN CAPUTA
MARCH 9, 2020

BILL NO. 9593 ORDINANCE NO.

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MASTER EQUITY LEASE AGREEMENT WITH ENTERPRISE FM TRUST FOR THE LEASE OF CITY OF FLORISSANT FLEET VEHICLES.

WHEREAS, the Florissant City Council believes it to be in the best interest of the City of Florissant to enter into such Lease and financing arrangement for the lease of fleet vehicle for the city and herein authorizes the Mayor to execute such documents as are necessary to effectuate such lease.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Mayor of the City of Florissant is herein authorized, directed and empowered to execute and deliver the Master Equity Lease agreement with Enterprise FM Trust for the lease of City of Florissant fleet vehicles in substantially the form attached hereto.

Section 2. This Ordinance shall become in full force and effect on its passage and approval as provided by law.

ADOPTED THIS ____ DAY OF MARCH, 2020

_____
Jeff Caputa
Council President

APPROVED THE ____ DAY OF MARCH, 2020

_____
Timothy J. Lowery
Mayor

ATTEST:

_____
Karen Goodwin, MPPA/MMC/MRCC
City Clerk

FLORISSANT CITY COUNCIL
AGENDA REQUEST FORM

3/5/2020

Agenda Date Requested: 3/9/2020

Mayor's Approval:

Description of request: Authorize Mayor the enter into agreement with Enterprise for vehicles

Transfer of Funds from

(See Attached Memo)

Department: Public Works

Recommending Board or Commission: N/A

Type of request:

Ordinances	**X**	**Other**	
Appropriation		Liquor License	
Transfer		Hotel License	
Zoning Amendment		Special Presentations	
Amendment		Resolution	
Special Use Transfer		Proclamation	
Special Use		Subdivision	
Budget Amendment	X		
	Y/N		Y/N
Public Hearing needed: **Yes / No**	**N**	3 readings? : **Yes / No**	**n**

Back up materials attached:		**Back up materials needed:**	
Minutes		Minutes	
Maps		Maps	
Memo	**X**	Memo	
Draft Ord.		Draft Ord.	

Note: Please include all attachments necessary for documents to be generated for inclusion on the Agenda. All agenda requests are are to be turned in to the City Clerk by 5pm on Tuesday prior to the Council meeting.

For City Clerk Use Only:

Introduced by: _____

PH Speaker: _____

KGR 3/5/2020

cc to Council 3/5/20

City of Florissant
Public Works Department
Interoffice Memo

Memo To: City Council

Date: March 5, 2020

Thru: Mayor Timothy J. Lowery

From: Todd M. Hughes, P.E.
Director of Public Works and Health

Copy: Kimberlee Johnson

Subject: **Authorize Mayor to enter into agreement with Enterprise**

I request that the City council authorize the Mayor to enter into the attached agreement with enterprise for the Equity lease of vehicles.

Therefore, I respectfully request that the Council Authorize the Mayor to enter into the attached agreement with Enterprise.

Thank you in advance.

Respectfully submitted,

Todd M Hughes, P.E.

enterprise

FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. **LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. **TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. **RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. **USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. **COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. **LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. **REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. **MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. **SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. **INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. **INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. **DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. **ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

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enterprise

FLEET MANAGEMENT

City of Florissant - Menu Pricing

March-20

Total Annual Cost	$124,233.48
Total Equity At Term	$187,810.22
Total Annual Cost After Equity	$77,280.93
Total One Time Aftermarket Cost	$0.00

Vehicle To Be Replaced	Vehicle Type	Year	Make	Model	Trim Level	Quantity	Term	Estimated Annual Mileage	Monthly Cost (Lease Rate)*	Full Maintenance*	Annual Cost	Annual Cost by Quantity	Capatilized Cost	Resale Value	Reduced Book Value	Estimated Equity at Term	Estimated Equity at Term	Estimated Aftermarket Cost	One time Aftermarket Cost (By Quantity)	2020 Cut off	Est. Lead Time
PW-04, PW-05, PW-07, PW-08, PW-09, PW-10, PW-11, PW-14, PW-15 , PW-06	Mid-Size Sedan	2020	Chevrolet	Malibu	1ZC69-LS w/1FL 4dr Sedan	10	48	7500	$358.03	$0.00	$4,300.36	$43,003.60	$18,995.00	$10,900.00	$5,391.00	$5,409.00	$58,003.60		$0.00	4/23/2020	11-15 Weeks
R-3, PW-15,	Compact SUV FWD	2020	Chevrolet	Equinox	1XF26-LS Front-wheel Drive	2	48	7500	$422.60	$0.00	$5,071.20	$10,142.40	$22,736.00	$12,500.00	$5,966.00	$6,533.92	$13,007.84		$0.00	4/23/2020	11-15 weeks
Media, R-4, PW-17, PW Director	Compact SUV AWD	2020	Chevrolet	Equinox	1XL26-LS All-wheel Drive	4	48	7500	$440.60	$0.00	$5,285.20	$21,590.80	$24,008.00	$13,500.00	$6,778.35	$6,721.67	$26,724.80		$0.00	4/23/2020	11-15 weeks
P-13, Golf Course	1/2 Ton Pickup Reg Cab 4x2	2020	Chevrolet	Silverado 1500 Regular Cab	CC10903-WT 4x2 Regular Cab	2	48	7500	$418.55	$0.00	$5,022.60	$10,045.20	$24,184.95	$13,200.00	$6,105.91	$7,094.09	$14,188.18		$0.00	9/26/2020	14-18 Weeks
S-12, P-23,	1/2 Ton Pickup Ext Cab 4x2	2020	Chevrolet	Silverado 1500 Double Cab	CC10753-WT 4x2 Double Cab	2	48	7500	$446.04	$0.00	$5,352.48	$10,704.96	$25,672.90	$17,200.00	$8,637.06	$8,562.94	$17,125.88		$0.00	9/26/2020	14-18 Weeks
S-05, S-06, P22	3/4 Ton Pickup Reg Cab 4x2	2020	Ford	F-250 Regular Cab	F2A-XL 4x2 SD Regular Cab	3	48	7500	$462.95	$0.00	$5,555.40	$16,666.20	$26,022.00	$21,000.00	$8,970.60	$12,029.20	$36,087.60		$0.00	TBD	13-17 Weeks
H-01, H-New	3/4 Ton Pickup Crew Cab 4x2	2020	Ford	F-250 Crew Cab	W2A-XL 4x2 SD Crew Cab	2	48	7500	$500.43	$0.00	$6,005.16	$12,010.32	$28,790.00	$24,000.00	$9,733.84	$14,266.16	$28,532.32		$0.00	TBD	13-17 Weeks
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*Lease Rates are based on factory order pricing and miles per year

*Maintenance does not include brakes and tires