



FLORISSANT CITY COUNCIL AGENDA

City Hall

955 rue St. Francois

Monday June 22, 2020

7:30 PM

Karen Goodwin, MMC/MRCC



Due to COVID-19 pandemic and by Order of the Governor of the State of the Missouri and by Order of the St. Louis County Executive, the Council meeting will be conducted remotely with the City Council, Mayor, City Attorney, City Clerk, staff and residents being allowed to attend through a Zoom platform. The meeting will also be available to watch via live streaming on Facebook.

The public will be allowed to speak during “Hearing from Citizens” by attending via the Zoom link and typing your name and address in the “Chat” tab prior to or during that portion of the meeting. The public is also invited to submit written comments via email to kgoodwin@florissantmo.com prior to 3 pm on Monday June 22nd, 2020. Such public comments, provided they comply with the City’s guidelines found in section 110.090 of the Florissant City Code, will be read during the meeting and made a part of the official record of the meeting.

There are several Public Hearings scheduled during this meeting. The public is invited to provide comments on any Public Hearing in the following ways:

- Written comments sent prior to 3 pm on Monday June 22, 2020 to kgoodwin@florissantmo.com. Provided such comments comply with the City Code section 110.090, they will be read as a part of the public hearing for which the comment is addressed.
- Participate in the virtual meeting by offering comments when the public hearing is opened for that application. Participants will be prompted by the Council President after they submit their **name and address** in the “Chat” tab during that public hearing.

Residents are invited to attend the zoom meeting by the following methods:

As a matter of precaution, the Zoom meeting ID number and Password will be made available at Florissantmo.com, on the City of Florissant Facebook page at <https://www.facebook.com/Florissant.mo.us/>, and on the bulletin board in the Lobby at City hall, at 6pm on Monday June 22, 2020. If you need additional assistance please contact the City Clerk at kgoodwin@florissantmo.com.

Thank you for your patience and understanding regarding our meeting format change. It is extremely important that extra measures be taken to protect, employees, residents and elected officials during these challenging times.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL OF MEMBERS

III. APPROVAL OF MINUTES

- Work session minutes of May 26th, 2020

IV. RESOLUTION FOR OUTGOING COUNCILMAN GERARD HENKE

1016	Resolution of the Florissant City Council and Mayor honoring Gerard Henke for his 6 years as the Council Representative for Ward 6.	Council as a whole
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V. PROCLAMATIONS

- Parks and Recreation Month

VI. HEARING FROM CITIZENS

VII. COMMUNICATIONS

1. Email dated June 11, 2020 from Jeff Cook regarding Councilman Harris.

VIII. PUBLIC HEARINGS

20-06-017 (Ward 9) Application Staff Rpt Plans	Request to rezone the property located at 3200 N. Hwy 67 from B-3 “Extensive Commercial District” to B-5 “Planned Commercial District” to allow for a tire sales and installation establishment. (Planning and Zoning Commission recommended approval on June 1, 2020)	Don Thrailkill
20-06-018 (Ward 6) Application Staff Rpt Plans	Request to rezone the property located at 1605-1685 N. Hwy 67 from B-1 “Local Shopping District” to B-3 “Extensive Commercial District” to be consistent with the Comprehensive Plan. (Planning and Zoning Commission recommended approval on June 1, 2020)	Cedrick Pimentel
20-06-019 (Ward 6) Application Staff Rpt Plans	Request to authorize a Special Use Permit to Privilege Car Wash to allow for a hand car wash for the property located at 1685 N. Hwy 67. (Planning and Zoning Commission recommended approval on June 1, 2020)	Durand McNutt

IX. OLD BUSINESS

A. BILLS FOR SECOND READING

None		
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X. NEW BUSINESS

A. BOARD APPOINTMENTS

B. RESOLUTION

1017 Memo	Resolution of the City of Florissant supporting a grant application for an Inclusive Playground at Manion Park.	Council as a whole
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C. REQUESTS

SPU Transfer (Ward 9) Application	Request to transfer Special Use Permit no. 5045 from Al Tom Investments Inc. d/b/a Kentucky Fried Chicken to FQSR, LLC d/b/a KBP Foods for the location and operation of a restaurant and ground sign located at 2450 N. Hwy 67.	Sharon Camp
Liquor Application	Request to authorize a Full Liquor by the Drink license to Storming Crab Crosskeys, LLC d/b/a Storming Crab restaurant located at 13971 New Halls Ferry Road.	Matthew Lung

D. BILLS FOR FIRST READING

9605	Ordinance to rezone the property located at 3200 N. Hwy 67 from B-3 “Extensive Commercial District” to B-5 “Planned Commercial District” to allow for a tire sales and installation establishment.	Siam
9606	Ordinance to rezone the property located at 1605-1685 N. Hwy 67 from B-1 “Local Shopping District” to B-3 “Extensive Commercial District” to be consistent with the Comprehensive Plan.	Mulcahy
9607	Ordinance to authorize a Special Use Permit to Privilege Car Wash to allow for a hand car wash for the property located at 1685 N. Hwy 67.	Mulcahy
9608	Ordinance authorizing a transfer of Special Use Permit no. 5045 from Al Tom Investments Inc. d/b/a Kentucky Fried Chicken to FQSR, LLC d/b/a KBP Foods for the location and operation of a restaurant and ground sign located at 2450 N. Hwy 67.	Siam

XI. COUNCIL ANNOUNCEMENTS

XII. MESSAGE FROM THE MAYOR

XIII. ADJOURNMENT

THIS AGENDA WAS POSTED AT THE FLORISSANT CITY HALL AND ON THE CITY WEBSITE AT FLORISSANTMO.COM ON JUNE 19TH, 2020 AT 12:00 PM ON THE BULLETIN IN THE LOBBY AT CITY HALL. ANY ONE WISHING TO ATTEND THE COUNCIL MEETING WHO HAS SPECIAL NEEDS SHOULD CONTACT THE CITY CLERK BY NOON ON MONDAY, JUNE 22, 2020.

Karen Goodwin

From: Jeff Cook <jeffc9801@gmail.com>
Sent: Thursday, June 11, 2020 8:02 AM
To: Ward 1 Andrew Harris; Ward 2 Paul Manganelli; Ward 3 Joe Eagan; Ward 4 Jeff Caputa; Ward 5 Keith Schildroth; Ward 6 Gerard Henke; Ward 7 Jackie Pagano; Ward 8 Robert Parson; Ward 9 Tommy Siam
Cc: Karen Goodwin
Subject: Formal complaint
Attachments: 20200611_075653.jpg

Jeff Cook
1520 Bay Meadows Dr, Florissant, MO 63033

314-452-5578

Dear City Council,

I would like to know how to file a formal complaint regarding Ward 1 city council member Andrew Harris.

Once again Mr . Harris is showing a major lack of professionalism on social media, this time accusing me of using a fake social media account. I woke up to screen shots of this accusation, which I assure you is not me.

It did however lead to a lot of other people joining in who actually believed this statement.

This is not the first time he's done this. Numerous times he's messaged me in the middle of the night over random disagreements, and has falsely accused me of being involved in other matters.

Just because I run a large Facebook page devoted to Florissant that he may not always agree with, that does not mean it's ok for him to repeatedly target me.

I'm sorry to waste your time but I think the entire city council needs to be aware and I would like to at the very least have this put on the record somewhere.

If that can't be done can someone please tell me how to make a formal complaint.

Mr.Harris, please leave me and my name out of any future conversations that I'm not even able to see.

Jeff Cook



CITY OF FLORISSANT

WORK SESSION MEETING MINUTES

May 26, 2020

Due to the Coronavirus (COVID-19) Pandemic, the Florissant City Council met in a virtual work session through a Zoom platform on Tuesday, May 26th, 2020 at 7:00 p.m. with Council President Caputa presiding.

On Roll Call the following Councilmembers were present: Caputa, Schildroth, Henke, Pagano, Parson, Siam, Harris, Manganelli, and Eagan. 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.

Mayor Lowery stated that he wanted to update the City Council on the ongoing budget situation and asked the Department Heads to attend to address the progress in their respective departments. He asked Kimberlee Johnson to discuss the finances.

Mrs. Johnson stated that the monthly statements are up to date and will be put on the website and distributed. The sales tax and utility tax through April were down compared to last year. The May taxes were on target with the budget projections. She stated that the projections were based on last years numbers and she kept other revenues constant to reflect possible reductions. Mayor Lowery clarified that the numbers to date do not reflect the shutdown.

Councilman Harris asked about the projections for opening the recreation centers stating that the revenues are not coming in but we have less expenses as well.

Mayor Lowery discussed the Work Share program and stated that it has gone well, and the employees have been getting their unemployment checks. The Parks and Public works departments have asked to increase some employees to 32 hours. Mrs. Brooks-White stated that they have worked through a few issues, but the employees have been receiving their checks. Councilman Eagan asked if there is a

hiring freeze. Mayor Lowery stated that they are not hiring any full-time employees right now but they will need to start hiring some part time employees to cover some of the areas that are opening.

Mayor Lowery stated that the target date for opening most buildings is June 15th. The longer we can keep employees on the work share program the better the budget will work. Mrs. Brooks White added that some employees may be changed to 32 hours but can go back to 24 hours if needed. Councilman Henke asked how long the work share program is available. Mrs. Brooks White stated that the city is in the program for a year. Mayor Lowery stated that the Cares Act money expires at the end of July with the extra money for the employees. Councilman Harris asked if the employees still qualify for the Cares Act funding with 32 hours. Mrs. Brooks White stated that the employees are required to work a minimum of 24 hours and a maximum of 32 hours. Councilwoman Pagano asked about the employees being able to go in and out of the work share program.

Mary Elizabeth Dorsey, Municipal Judge apologized that the court situation has been a moving target from the beginning. She stated that they have installed plexiglass and set up the court room for social distancing, they have face masks. They are planning staggered sessions with only 50 people at a time at different hours. The people are being told not to show up early because they will not be able to get in until their court time. They have painters tape spaced for the individuals to stand in the hallway and in front of the bench. They requested the authorization to use Webex to allow for the prosecutors to set up call in times for attorneys. They are setting up any possible forms online to assist with the flow of the dockets. She stated that the court is taking guidance from the County Health Department.

Councilman Parson thanked Judge Dorsey for the email update. He asked if the online efforts being currently implemented would be able to stay in place in the future. Judge Dorsey stated that she likes the idea of having the forms available online and feels it would make the court process run more smoothly. Councilman Parson asked about accepting payments online. Judge Dorsey stated that the court already accepted payments by mail and online. She stated that they were working with people who call and are having difficulty paying. Judge Dorsey added that they are also working with those with warrants.

Councilman Harris asked Judge Dorsey about the costs associated with the technology they are using for the changes. Judge Dorsey stated that she cannot answer that at the moment, but she does not feel it has been excessive. Councilman Harris asked if the media department could possibly put something out to help the residents to understand the new processes. Mayor Lowery stated that he was planning on doing a Mayor's Minute with Judge Dorsey.

Mayor Lowery stated that he has met with the Parks Director and discussed the opening of the facilities. He anticipated that the recreation centers would be open June 15th with safety procedures in place. Mayor Lowery discussed the hours of operation and the reduced staff for the centers allowing for social distancing and budget constraints. He discussed the golf club opening and with social distancing and sanitation procedures, he would like to see the course back to full force. Mayor Lowery stated that some of the ball leagues would start back up in July.

Councilman Caputa asked about the summer concert series. Mayor Lowery stated that he has not cancelled the concerts at this time.

Cheryl Thompson-Stimage, Parks Director stated that with the reduced hours they have been using all full-time employees to cover anything that needs to be done. She reminded everyone that there are no rentals happening because of the limitations with the number of people. She stated that there are no classes until the end of July at this point. Mrs. Thompson-Stimage discussed the ball leagues. She stated that she recommended possibly opening one of the centers instead of both centers on the weekends to save a little money.

Councilwoman Pagano asked about the theater department. Mayor Lowery stated that the theater department is still working their 24 hours a week doing maintenance, interior design alterations and setting up shows for the end of the year and into next year.

Councilman Parson asked Mrs. Thompson-Stimage about limiting spectators for the ball leagues. Mrs. Thompson-Stimage stated that they are still waiting for guidance for the ball leagues from St. Louis County. She also suggested maybe doing a drive-in concert series if the limitations have not been lifted.

Councilman Harris asked about adjustments to the HVAC systems to make certain spaces safer. Mayor Lowery stated that he would have to have an engineer advise. Mrs. Thompson-Stimage stated that they have moved a lot of the fitness equipment to allow for distancing. Mr. Hughes, Public Works Director stated that the HVAC systems are being optimize for occupancy. There is nothing that he is aware of that would eradicate any viruses. Councilman Harris asked if the residents entering the centers will need to sign in. Mrs. Thompson stated that everyone that comes in is required to swipe their resident card and they have shields installed as well as tape for distancing. She said that the centers will be initially open for members and residents only. She also stated that the memberships will be extended for the time that was closed.

Mayor Lowery stated that he is looking at opening City Hall up on June 8th. He said that the construction is still ongoing. He stated that he would like to have the next council meeting in person.

Councilman Manganelli asked about golf tournaments and is there going to be a restocking of the pro shop or just selling what is there. Mrs. Thompson-Stimage stated that they would not be ordering unless something starts selling out.

Councilman Siam asked about having an in-person council meeting on June 8th.

Councilman Schildroth asked how many tournaments were lost. Mayor Lowery stated that most the tournaments that have been cancelled have been rescheduled later in the year.

Fireworks

Mayor Lowery made a recommendation to cancel the 4th of July celebration. Other surrounding cities have cancelled and in the interest of safety and cost savings he recommends not having the event.

Councilman Caputa stated that he agreed with the Mayor. He feels that the traffic and crowds would be very difficult to handle.

Councilman Henke stated that he agreed with the Mayor as well. He feels it would be irresponsible to continue with the event.

Councilman Eagan moved to cancel the 4th of July celebration along with the fireworks, seconded by Caputa, on roll call the Council voted as follows: Caputa yes, Schildroth yes, Henke yes, Pagano yes, Parson yes, Siam yes, Harris yes, Manganelli yes, Eagan yes. Motion carried.

Mayor Lowery stated that he would discuss the enforcement of the personal fireworks that may increase with the cancelling of the fireworks with the Chief.

Councilwoman Pagano stated she was curious about how other cities handled allowing fireworks for one or two days.

There being no further business to discuss, Councilman Caputa moved to adjourn the work session, seconded by Eagan, on voice vote the motion carried and the meeting adjourned at 8:30 pm.

Karen Goodwin, City Clerk

OFFERED BY COUNCIL AS A WHOLE
June 22, 2020

RESOLUTION NO. 1016

**RESOLUTION OF THE MAYOR AND FLORISSANT CITY COUNCIL
HONORING GERARD HENKE FOR HIS 6 YEARS OF SERVICE AS
COUNCILMAN FROM WARD 6.**

WHEREAS, **Councilman Gerard Henke** and his wife Barbara are long time residents of the City of Florissant with a family history of public service; and

WHEREAS, **Gerard Henke** was first elected in April of 2014 and was re-elected in 2017, serving the Florissant Community for 6 years as the Council Representative for Ward 6 on the City Council;

WHEREAS, **Councilman Henke** was loyal to his residents and worked hard to represent his ward and the citizens of Florissant on the difficult issues that often face the City Council; and

WHEREAS **Councilman Henke** served on several Council Ad-hoc committees to further research issues such as salaries, street improvements and budget matters;

WHEREAS, **Councilman Henke** was a strong advocate of the City Employees, always looking out for their best interest while insuring the stability of the City; and

WHEREAS, **Councilman Henke** retired from the US Postal Service after many years of dedicated service and is an active member of Sacred Heart Parish and enjoys traveling to visit their children and grandchildren; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORISSANT AND MAYOR TIMOTHY J. LOWERY, speaking for itself and on behalf of the citizens of the City of Florissant, that the City Council and Mayor go publicly on record to express heartfelt appreciation to **Gerard Henke** for is 6 years of dedicated service to the City of Florissant.

Adopted this 22nd day of June, 2020.

Jeff Caputa, City Council President

Mayor Timothy J. Lowery

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk



CITY OF FLORISSANT

PUBLIC HEARING NOTICE

A Public Hearing will be held by the Florissant City Council in the Council Chambers, 955 rue St. Francois, Florissant, MO., on Monday, June 22, 2020 at 7:30 p.m. on the following proposition, to-wit:

To rezone the property located at 3200 N Highway 67 from B-3 “Extensive Commercial District” to B-5 “Planned Commercial District” to allow for a tire sales and installation establishment.

Citizens will have an opportunity to be heard. Anyone with special needs should contact the City Clerk at least 5 days before said public hearing by calling 839-7630 or TDD 839-5142.

**CITY OF FLORISSANT,
Karen Goodwin, City Clerk.**

Application to the City of Florissant Planning & Zoning Commission (P&Z) to Establish a 'B-5' Planned Commercial District (Re-Zoning) or to Amend the Provisions of an Existing 'B-5' Ordinance



PLANNING & ZONING ACTION:

RECOMMENDED APPROVAL
 PLANNING & ZONING
 CHAIRMAN

Address of Property:

3200 Lindbergh Blvd.

Council Ward _____ Zoning _____

SIGN.

DATE:

6-11-2020

Initial Date Petitioner Filed _____

(Staff to complete Ward, Zoning & Date filed)

PETITION TO REZONE OR AMEND CONDITIONS OF A 'B-5' PLANNED COMMERCIAL DISTRICT ORDINANCE # _____

Enter ordinance number or number(s) if requesting to amend.

1) Comes Now Halle Properties, LLC

(Individual's name, corporation, partnership, etc.)

Enter name of petitioner. If a corporation, state as such. If applicable include DBA (Doing Business As).

and states to the Planning and Zoning Commission that he (she) (they) has (have) the following legal interest in the tract of land located in the City of Florissant, State of Missouri, described in this petition.

Legal interest in the Property Purchasing and Developing for new Discount Tire Store

State legal interest in the property. (i.e., owner of property, lease); also submit copy of deed or lease or letter of authorization from owner to sponsor such a bill.

- A. The petitioner (s) hereby states that he (she) (they) is (are) submitting a description of the property for which the Permit is petitioned, by giving bearings & distances (metes and bounds). Not required if legal description is found identical on requirements of "B".
 - B. The petitioner (s) hereby states that he (she) (they) is (are) submitting a survey or plat of the property drawn to a scale of 100 feet or less to the inch, referenced to a point easily located on the ground as street intersection, centerline of creek having a generally known name, etc., showing dimensions, bearings and distances of the property, north arrow and scale.
 - C. Acreage to nearest tenth of an acre of the property for which 'B-5' is proposed 1.4 acres
2. The petitioner(s) hereby further state(s) that the property herein described in this petition is presently zoned in a 'B-5' District and is presently being used as Presently zoned B-3 and is currently vacant

State current use of property, (or, state: vacant).

3. The petitioner(s) hereby state(s) the following reasons to justify this 'B-5' petition: This property is located within a heavy retail corridor and we feel that our Discount Tire Retail store would be a great compliment to the surrounding businesses.

List reason for this request, i.e. "to allow for..."

4. The petitioner(s) further states(s) that they (he) (she) can comply with all of the requirements of the City of Florissant, including setback lines and off-street parking.

5. The petitioner(s) further state(s) that they (he) (she) further represent(s) and warrants that they (he) (she) 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 application.

PRINT PETITIONER'S REPRESENTATIVE Don Thraikill Don.Thraikill@discounttire.com

Print Name

Email address

PETITIONER(S) SIGNATURE (S) Don Thraikill

FOR Halle Properties, LLC

(company, corporation, partnership)

Print and sign application. If applicant is a corporation or partnership signature must be a CORPORATE OFFICER or PARTNER. NOTE: Corporate officer is an individual named in corporate papers.

6. I (we) hereby certify that (indicate one of the following):

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

Petitioner may assign an agent to present this petition to the Planning & Zoning Commission and Council. The agent must be approved by the owner to present the petition in this section, and provide address and telephone number

NAME Halle Properties, LLC (Don Thraikill)

Name of Petitioner(s) Authorized Agent, Firm Name

ADDRESS 20225 N. Scottsdale Rd Scottsdale AZ 85255

STREET

CITY

STATE

ZIP CODE

PHONE 480-606-5781 Don.Thraikill@discounttire.com

BUSINESS

I (we) the petitioner (s) do hereby appoint Vasquez Engineering, LLC jvasquez@vasquezengineering.com as

Print name of agent.

Email address

my (our) duly authorized agent to represent me (us) in regard to this petition.

Don Thraikill
Signature of Petitioner(s) or Authorized Agent

NOTE: Be advised when the petitioner and/or his duly authorized agent appears before the Planning and Zoning Commission and make the presentation, the same individuals must also appear before the City Council for that presentation. Also if the descriptions of plats or surveys are incorrect, or if the petition form is not correctly and completely filled out it will be returned for corrections and may have to be re-submitted.

Please check the box for the appropriate type of operation then fill in applicabe section (a), (b) or (c). Corporations are to submit copy of Missouri corporation registration.

1) Type of Operation: Individual: Partnership: Corporation:

(a) If an individual:

- (1) Name and Address _____
- (2) Phone Number _____ Email _____
- (3) Business Address _____
- (4) Date started in business _____
- (5) Name in which business is operated if different from (1) _____
- (6) If operating under a fictitious name, provide the name and date registered with the State of Missouri, and a copy of the registration.

(b) If a partnership:

- (1) Names & addresses of all partners _____
- (2) Phone Number _____ Email _____
- (3) Business address _____
- (4) Name under which business is operated _____
- (5) If operating under fictitious name, provide date the name was registered with the State of Missouri, and a copy of the registration.

(c) If a corporation:

- (1) Names & addresses of all partners Halle Properties, LLC
- (2) Phone Number 480-606-5781 Email Don.Thrailkill@discounttire.com
- (3) Business address 20225 N. Scottsdale Rd, Scottsdale AZ, 85255
- (4) State of Incorporation & a photocopy of incorporation papers _____
- (5) Date of Incorporation 9/28/2011
- (6) Missouri Corporate Number 01173705
- (7) If operating under fictitious name, provide the name and date registered with the State of Missouri, and a copy of registration.
- (8) Name in which business is operated Discount Tire Company of Missouri, Inc
- (9) If the property location is in a strip center, give dimensions of your space under square footage and do not give landscaping information.

Please fill in applicable information requested.

Name Halle Properties, LLC
Address 20225 N. Scottsdale Rd, Scottsdale, AZ 85255
Property Owner 3200 N Hwy 67, LLC
Location of property 3200 Lindbergh Blvd.
Dimensions of property 182'+/- x 321'+/-
Property is presently zoned B-5 per ordinance # N/A
Current & Proposed Use of Property Vacant
Type of Sign Pole Height 25'
Type of Construction II-B (fully sprinklered) Number Of Stories (1) 28' HT
Square Footage of Building 8192 SF Number of Curb Cuts 1 (existing)
Number of Parking Spaces 27 Sidewalk Length 150 LF
Landscaping: No. of Trees 5 Diameter 3"
No. of Shrubs 132 Size 3, 5 and 7 gallon
Fence: Type N/A Length N/A Height N/A

PLEASE SUBMIT NINE (10) FOLDED COPIES OF THE FOLLOWING:

Please provide one letter sized copy of all documents submitted for the overhead projector, presentation boards discouraged.

1. Plan or drawing showing zoning of adjoining properties.
2. Plan or drawing showing location of property in relation to major streets and all adjoining properties.
3. Drawing showing measurement of tract and overall area of tract.
4. Plan or drawing, to scale, showing proposed parking layout, landscaping, parking lighting, signage and trash enclosure.

PROVIDE LEGAL DESCRIPTION OF PROPERTY PERTAINING TO THIS PETITION

(Close legal description with acreage to the nearest tenth of an acre).

Provide a legal description of the property. If part of a shopping center list the address and state that it is part of the shopping center (i.e.: 351 N. Highway 67 part of Florissant Meadows Shopping Center). If property is a single lot, list full written legal description with bearings and distances.

See Attached

PROVIDE LOCATION MAP SHOWING AREA INVOLVING THIS PETITION

Provide a drawing of a location map showing the nearest major intersection or include on plans.

See Attached

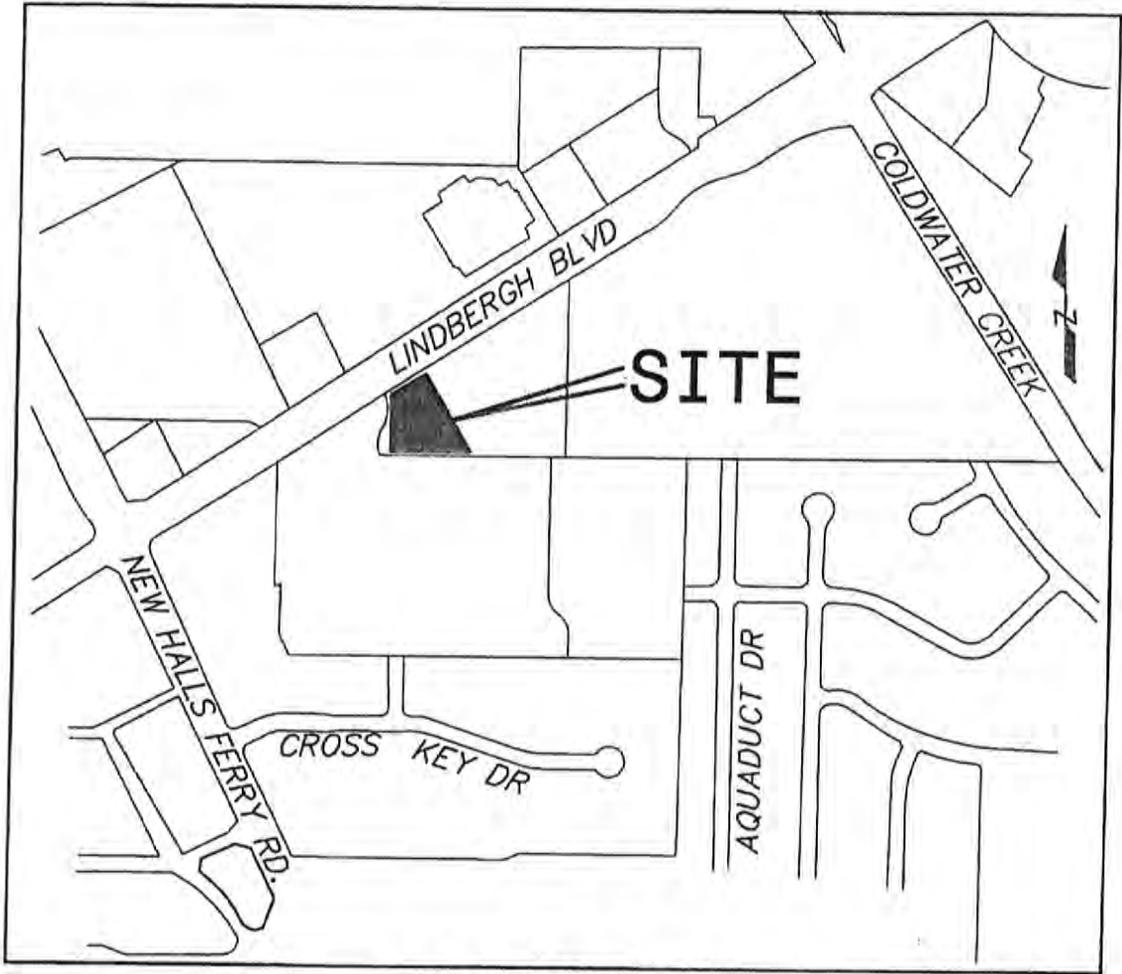
LEGAL DESCRIPTION

PROPOSED LOT A

A tract of land being part of Lot 12 St. Ferdinand commons, Township 47 North, Range 6 East, City of Florissant, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the northern most corner of Lot 1A, of Resubdivision of Lot 1 of Lowes Subdivision, as recorded in Plat Book 363 Page 422 of the St. Louis County records, being on the southeast right of way line of Lindbergh Boulevard, variable width; thence North 55 degrees 57 minutes 27 seconds East, along said southeast line, 177.65 feet; thence South 33 degrees 19 minutes 16 seconds East, 206.56 feet; thence South 29 degrees 26 minutes 00 seconds East, 122.55 feet, to the north line of above said Lot 1A, being on the south line of above said Lot 12; thence South 89 degrees 32 minutes 00 seconds West, along said south line of Lot 12, a distance of 321.28 feet to an interior corner of above said Lot 1A; thence leaving said south line, North 00 degrees 07 minutes 00 seconds East, along said Lot 1A, 182.50 feet to the POINT OF BEGINNING.

Containing 59,371 square feet or 1.363 acres, more or less. According to calculations performed by Stock and Associates in February 2020.



LOCATION MAP

N.T.S.

STAFF CHECK LIST / REVIEW SHEET

ADDRESS OF PROPERTY 3200 Lindbergh Blvd CURRENT ZONING B-3

PROPERTY OWNER OF RECORD 3200 N Hwy 67, LLC PHONE NO. 314-270-5992

AUTHORIZED AGENT Vasquez Engineering, L.L.C. (Juan J. Vasquez) PHONE NO. 972-278-2948

PROPOSAL New Discount Tire Store

D) a. Uses - Are uses stipulated Yes / No

b. What current District would this proposal be a permitted use: _____

c. Proposed uses for out lots: _____

2) Performance Standards:

a) Vibration: Are there any foreseen vibration problems at the property line? / Yes (No)

b) Noises: Will the operation or proposed equipment exceed 70 decibels? / Yes / No ?

c) Odors: Is there any foreseen problem with odor? / Yes (No)

d) Smoke: Will the operation emit any smoke which could exceed a density described as No. 1 on the Ringleman Chart? Yes (No)

e) Toxic gases: Is there any foreseen emission of toxic gases from the operation? Yes (No)

f) Is there foreseen emissions of dirt, dust, fly ash, and other forms of particle matter? Yes (No)

g) Is there any dangerous amount of radiation produced from the operation? Yes (No)

h) Is there any glare or heat which would be produced outside of an enclosure? Yes (No)

I) Is screening of trash dumpsters, mechanical equipment, incinerators, etc., shown? (Yes) No

j) Is building(s) screened from adjoining residential? Yes / No NA

3) Is the height of structures shown? (Yes) No

4) Are all setbacks shown? (Yes) / No

5) Are building square footages shown? (Yes) No

6) What are the exterior construction materials on the building(s)? Brick, EIFS, Alum. Panels

7) Is off street loading shown? Yes / No *not req'd.*

8) Parking:

a) Does parking shown meet the ordinance? Yes (No) *setback*

b) Is a variance required in accordance with the ordinance? (Yes) No

c) Ratio shown _____ to _____

d) Total Number 27 ok

e) Will cross access and cross parking agreements be required? Yes (No)

f) Is the parking lot adequately landscaped? (Yes) No

9) Are there any signs? (Yes) No

Number of signs shown 3 wall

Type of Signs 53.6 S.F. and 32 S.F. (2)

Are sizes, heights, details, and setbacks shown? Yes (No)

10) Are existing and proposed contours shown at not more than five (5) feet intervals? (Yes) / No

11) Is the approximate location of all isolated trees having a trunk diameter of six inches or all tree masses and proposed landscaping shown? (Yes) / No

- 12) Are two section profiles through the site showing preliminary building form, existing natural grade and proposed final grade shown? Yes/No
 Yes / No
- 13) Is proposed ingress/egress onto the site and internal traffic movements shown? Yes/No
 Yes / No
- 14) Was a traffic study submitted?
Does the City Staff recommend a traffic study? Yes/No
 Yes / No
- 15) Are preliminary plans for sanitation and drainage (sanitary & storm water) facilities shown? Yes/No
 Yes / No
- 16) Is a legal description of the property shown?
Does legal description appear to be proper? Yes/No
 Yes / No
- 17) Is an out-boundary plat of the property submitted? Yes/No
 Yes / No
- 18) Suggested time limitations of construction: Start _____ Finish _____
- 19) Is parking lot lighting shown? Yes/No
 Yes / No
- 20) Are new walkways required? Yes/No
 Yes / No
- 21) Is there sufficient accessibility on the site plan shown? Yes/No
 Yes / No
- 22) a) Are there proposed curb-cuts?
b) Do the curb-cuts meet the City ordinances? Yes/No
 Yes / No
- 23) Will this project require any street improvements? Yes/No
 Yes / No
- 24) Staff recommendations for site development plans: see report

25) Staff Comments: _____

5/21/20

Date Application reviewed

Philip G. ...

Building Commissioner or Staff Signature

SITE PLAN

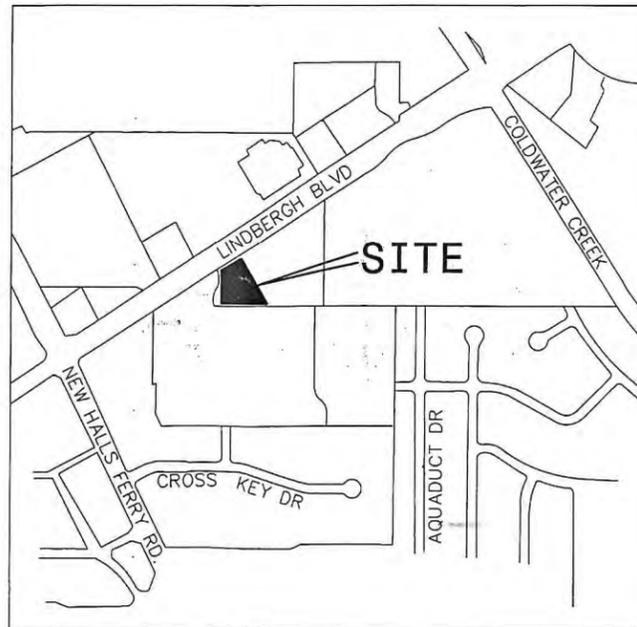
FOR

DISCOUNT[®]

TIRE

3200 LINDBERGH BLVD
CITY OF FLORISSANT
ST. LOUIS COUNTY, MISSOURI

DEVELOPER:
DISCOUNT TIRE CO., INC.
20225 N. SCOTTSDALE ROAD
SCOTTSDALE, AZ. 85255
CONTACT: DON THRAILKILL
PHONE: 480-606-5781
FAX: 480-606-4370



LOCATION MAP
N.T.S.

SHEET INDEX

	COVER
SP1	SITE PLAN
SP2	SITE PLAN CROSS SECTIONS
L1.1	LANDSCAPE PLAN
L1.2	LANDSCAPE SPECS AND DETAILS
A.1	CONCEPTUAL 1ST FLOOR PLAN
A000	EXTERIOR ELEVATIONS
A000	FINISH SCHEDULE
ES1.0	SITE PHOTOMETRIC PLAN

SUBMITTALS

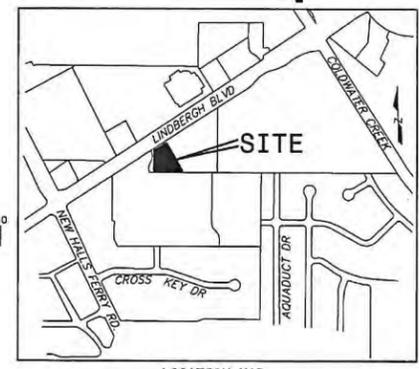
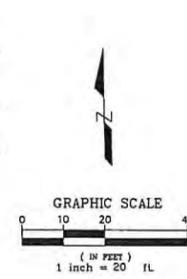
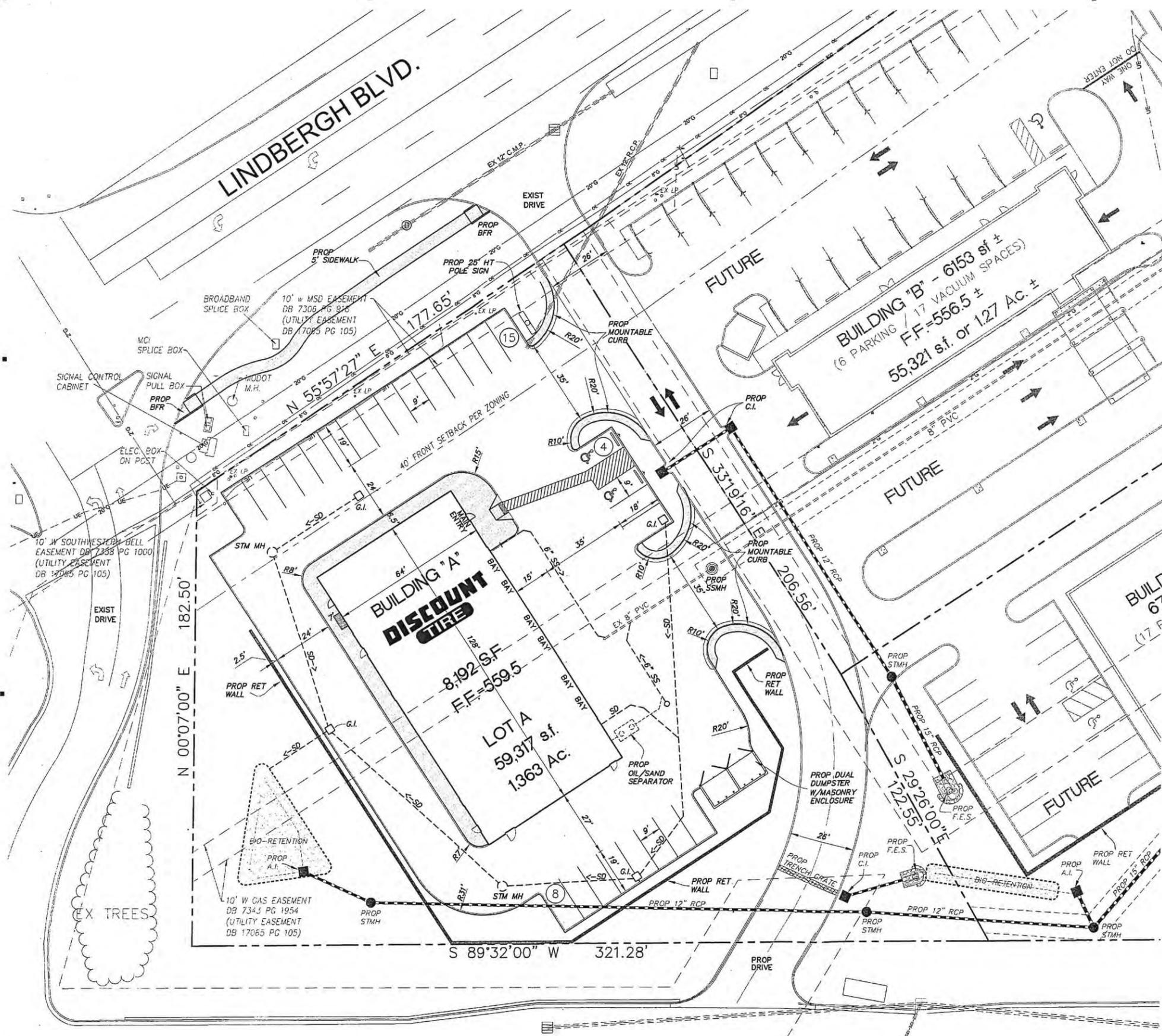
NO	DATE	COMMENTS
1	05/04/2020	1ST CITY SUBMITTAL

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JUAN J. VASQUEZ, P.E. PE-2014003498, ON 05/04/2020



VASQUEZ ENGINEERING, L.L.C.
1919 S. Shiloh Road
Suite 440, LB 44
Garland, Texas 75042
Ph: 972-278-2948
MO. Registration NO. E-2020010675

DISCOUNT TIRE VE NO. 500-121 CITY OF FLORISSANT, MO.



EXISTING	LEGEND	PROPOSED
---	PROPERTY LINE	---
---	PAVEMENT	---
---	WALK	---
---	STORM SEWER	---
---	SANITARY SEWER	---
---	U.G. ELECTRIC	---
---	8" GAS LINE	---
---	20" GAS LINE	---
---	OVERHEAD ELEC.	---
---	PARKING COUNT	---
---	LIGHT POLE	---
---	STORM MANHOLE	---
---	GRATE INLET	---
---	STORM MANHOLE (OFFSITE)	---
---	GRATE INLET (OFFSITE)	---

NOTES

1. BOUNDARY & TOPOGRAPHIC INFORMATION BASED ON SURVEY PREPARED BY STOCK & ASSOC., DATED 03/24/2020
2. SUBJECT PROPERTY LIES WITHIN FLOOD ZONE 'X' ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP NUMBER 29189C0068K WITH THE EFFECTIVE DATE OF 02/04/2015.
3. SEE LANDSCAPE PLANS FOR SITE LANDSCAPING & IRRIGATION DESIGN.

SITE SUMMARY TABLE

Site Address	3200 LINDBERGH BLVD.
County	ST. LOUIS
Project Name	DISCOUNT TIRE - FLORISSANT, MO.
Zoning District	B3 (EXTENSIVE COMMERCIAL)
Proposed use	RETAIL TIRE STORE
Site Area:	1.363 Acres 59,371 S.F.
Building Area	8,192 S.F.
Building Height:	1 Story - 28'
Lot Coverage:	8,192 / 59,371 = 13.6%
Floor Area Ratio:	8,192 S.F. / 59,371 = 1:13.8
Parking Required:	1 EMPLOYEE/MAX SHIFT (9)+3/SERVICE BAY (18) = 27 SPACES
Parking Provided:	REGULAR = 25 SPACES HANDICAP = 2 SPACES TOTAL = 27 SPACES
Impervious Area:	40,567 S.F.
Impervious Area Ratio:	40,567 S.F. / 59,371 = 68.3%
Pervious Area Ratio:	18,804 S.F. / 59,371 = 31.7%

LEGAL DESCRIPTION
PROPOSED LOT A

A tract of land being part of Lot 12 St. Ferdinand commons, Township 47 North, Range 6 East, City of Florissant, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the northern most corner of Lot 1A, of Resubdivision of Lot 1 of Lowes Subdivision, as recorded in Plat Book 363 Page 422 of the St. Louis County records, being on the southeast right of way line of Lindbergh Boulevard, variable width; thence North 55 degrees 57 minutes 27 seconds East, along said southeast line, 177.65 feet; thence South 33 degrees 19 minutes 16 seconds East, 206.56 feet; thence South 29 degrees 26 minutes 00 seconds East, 122.55 feet, to the north line of above said Lot 1A, being on the south line of above said Lot 12; thence South 89 degrees 32 minutes 00 seconds West, along said south line of Lot 12, a distance of 321.28 feet to an interior corner of above said Lot 1A; thence leaving said south line, North 00 degrees 07 minutes 00 seconds East, along said Lot 1A, 182.50 feet to the POINT OF BEGINNING.

Containing 59,371 square feet or 1.363 acres, more or less. According to calculations performed by Stock and Associates in February 2020.

VASQUEZ ENGINEERING L.L.C.
1919 S. Shiloh Road
Suite 440, LB 44
Garland, Texas 75042
Ph: 972-278-2946
Reg No. E-2020010675

DISCOUNT TIRE
FLORISSANT, MO.

CONSTRUCTION DOCUMENT

NO	REVISION DESCRIPTION	DATE
500.121		JOB NO.
05/04/2020		TITLE
J.N.M.		DRAWN BY
J.J.V.		CHECKED BY



SITE PLAN

SP1

PART 1 - GENERAL

- 1.1 QUALIFICATIONS OF THE LANDSCAPE CONTRACTOR.
- A. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
- 1.2 REFERENCE DOCUMENTS
- A. REFER TO LANDSCAPE PLANS, NOTES, SCHEDULES AND DETAILS FOR ADDITIONAL REQUIREMENTS.
- 1.3 SCOPE OF WORK / DESCRIPTION OF WORK
- A. WORK COVERED BY THESE SECTIONS INCLUDES: FURNISH ALL SUPERVISIONS, LABOR, MATERIALS, SERVICES, EQUIPMENT AND APPLIANCES REQUIRED TO COMPLETE THE WORK COVERED IN CONJUNCTION WITH THE LANDSCAPING COVERED IN LANDSCAPE PLANS AND SPECIFICATIONS INCLUDING:
1. PLANTING (TREES, SHRUBS, GRASSES)
 2. BED PREP AND FERTILIZATION
 3. NOTIFICATION OF SOURCES
 4. WATER AND MAINTENANCE UNTIL ACCEPTANCE
- B. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
- C. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

- 1.4 REFERENCES
- A. AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY AMERICAN ASSOCIATION OF NURSERYMEN, 1970 EDITION, BY AMERICAN NATIONAL STANDARDS INSTITUTE (Z60.1) - PLANT MATERIAL.
- B. AMERICAN JOINT COMMITTEE ON HORTICULTURE NOMENCLATURE, 1942 EDITION OF STANDARDIZED PLANT NAMES.
- 1.5 SUBMITTALS
- A. PROVIDE REPRESENTATIVE QUANTITIES OF EACH SOIL, MULCH, BED MIX, GRAVEL AND STONE BEFORE INSTALLATION. SAMPLES TO BE APPROVED BY OWNERS REPRESENTATIVE BEFORE USE.
- B. SOIL AMENDMENTS AND FERTILIZERS SHOULD BE RESEARCHED AND BASED ON THE SOILS IN THE AREA.
- C. BEFORE INSTALLATION, SUBMIT DOCUMENTATION THAT PLANT MATERIALS ARE AVAILABLE AND HAVE BEEN RESERVED FOR PLANT MATERIAL NOT AVAILABLE, SUBMIT REQUEST FOR SUBSTITUTION.
- 1.6 JOB CONDITIONS, DELIVERY, STORAGE AND HANDLING
- A. GENERAL CONTRACTOR TO COMPLETE WORK BEFORE LANDSCAPE CONTRACTOR TO COMMENCE.
- B. ALL PLANTING BED AREAS SHALL BE LEFT THREE INCHES BELOW FINAL GRADE OF SIDEWALKS, DRIVES AND CURBS. ALL AREAS TO RECEIVE SOLO SOO SHALL BE LEFT ONE INCH BELOW THE FINISH GRADE OF SIDEWALKS, DRIVES AND CURBS. CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO LANDSCAPE CONTRACTOR BEGINNING WORK.
- C. STORAGE OF MATERIALS AND EQUIPMENT AT THE JOB SITE WILL BE AT THE RISK OF THE LANDSCAPE CONTRACTOR. THE OWNER CANNOT BE HELD RESPONSIBLE FOR THEFT OR DAMAGE.

- 1.7 SEQUENCING
- A. INSTALL TREES, SHRUBS, AND LINER STOCK PLANT MATERIALS PRIOR TO INSTALLATION OF LAWN/GRASS SOO.
- B. WHERE EXISTING TURF AREAS ARE BEING CONVERTED TO PLANTING BEDS, THE TURF SHALL BE CHEMICALLY ERADICATED TO MINIMIZE RE-GROWTH IN THE FUTURE. AREAS SHALL BE PROPERLY PREPARED WITH AMENDED ORGANIC MATTER.
- 1.8 MAINTENANCE AND GUARANTEE
- A. THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK FROM THE TIME OF PLANTING UNTIL FINAL ACCEPTANCE BY OWNER.
- B. NO TREES, GRASS, GROUNDCOVER OR GRASS WILL BE ACCEPTED UNLESS THEY SHOW HEALTHY GROWTH AND SATISFACTORY FOLIAGE CONDITIONS.
- C. MAINTENANCE SHALL INCLUDE WATERING OF TREES AND PLANTS, CULTIVATION, WEED SPRAYING, EDGING, PRUNING OF TREES, MOWING OF GRASS, CLEANING UP AND ALL OTHER WORK NECESSARY FOR MAINTENANCE.
- D. A WRITTEN NOTICE REQUESTING FINAL INSPECTION AND ACCEPTANCE SHOULD BE SUBMITTED TO THE OWNER AT LEAST 7 DAYS PRIOR TO COMPLETION. AN ON SITE INSPECTION BY THE OWNERS AUTHORIZED REPRESENTATIVE WILL BE COMPLETED PRIOR TO WRITTEN ACCEPTANCE.

- E. NOTIFY OWNER OR OWNERS REPRESENTATIVE SEVEN DAYS PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD.
- F. REMOVE DEAD, UNHEALTHY AND UNSIGHTLY PLANTS DURING WARRANTY PERIOD.
- G. REMOVE GUYING AND STAKING MATERIALS AFTER ONE YEAR.
- H. ALL LANDSCAPE MUST BE MAINTAINED AND DEBRIS REMOVED ON A WEEKLY SCHEDULE UNTIL ACCEPTANCE BY OWNER. REMOVE CLIPPINGS AND DEBRIS FROM SITE PROMPTLY.
- I. REMOVE TRASH, DEBRIS, AND LITTER, WATER, PRUNE, RESTAINE TREES, FERTILIZE, WEED AND APPLY HERBICIDES AND FUNGICIDES AS REQUIRED.
- J. COORDINATE THE OPERATION OF IRRIGATION SYSTEM TO ENSURE THAT PLANTS ARE ADEQUATELY WATERED. HAND WATER AREAS NOT RECEIVING ADEQUATE WATER FROM AN IRRIGATION SYSTEM.
- K. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN ACCORDANCE TO THE MAINTENANCE SERVICE TO ENSURE THE SYSTEM IS PROPERLY WORKING ORDER WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
- L. REAPPLY MULCH TO BARE AND THIN AREAS.
- M. SHOULD SEEDS AND/OR SOODED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.
- N. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
- a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DOMINANCE). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - b. ALL HARDSCAPE SHALL BE CLEARED PRIOR TO FINAL ACCEPTANCE.
 - c. SOODED AREAS MUST BE ACTIVELY GROWN AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FINAL ACCEPTANCE. HYPERMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESEED OR RESEED AS APPROPRIATE PRIOR TO FINAL ACCEPTANCE. ALL SOODED TURF SHALL BE NEATLY MOWED.

- GUARANTEE:
- A. TREES, SHRUBS, GROUNDCOVER SHALL BE GUARANTEED (IN WRITING) FOR A 12 MONTH PERIOD (90 DAYS FOR ANNUAL PLANTING OR AT THE END OF THE SEASONAL COLOR GROWING SEASON, WHICHEVER COMES SOONER) AFTER FINAL ACCEPTANCE. THE CONTRACTOR SHALL REPLACE ALL DEAD MATERIALS AS SOON AS WEATHER PERMITS AND UPON NOTIFICATION OF THE OWNER.
- B. PLANTS INCLUDING TREES, WHICH HAVE PARTIALLY DIED SO THAT SHAPE, SIZE OR SYMMETRY HAVE BEEN DAMAGED SHALL BE REPLACED, TO REPLACEMENT, IN SUCH CASES, THE OPINION OF THE OWNER SHALL BE FINAL.
- C. PLANTS USED FOR REPLACEMENT SHALL BE OF THE SAME SIZE AND KIND AS THOSE ORIGINALLY PLANTED OR SPECIFIED. ALL WORK INCLUDING MATERIALS, LABOR AND EQUIPMENT USED IN REPLACEMENTS SHALL CARRY A 12 MONTH GUARANTEE. ANY DAMAGE INCLUDING RULING IN LAWN OR BED AREAS INCURRED AS A RESULT OF MAKING REPLACEMENTS SHALL BE IMMEDIATELY REPAIRED.
- D. WHEN PLANT REPLACEMENTS ARE MADE, PLANTS, SOIL MIX, FERTILIZER AND MULCH ARE TO BE UTILIZED AS ORIGINALLY SPECIFIED AND INSPECTED FOR FULL COMPLIANCE WITH THE CONTRACT REQUIREMENTS. ALL REPLACEMENTS ARE INCLUDED UNDER "WORK" OF THIS SECTION.
- E. THE OWNER AGREES THAT FOR THE ONE YEAR WARRANTY PERIOD TO BE EFFECTIVE, HE WILL WATER PLANTS AT LEAST TWICE A WEEK DURING DRY PERIODS.
- F. THE ABOVE GUARANTEE SHALL NOT APPLY WHERE PLANTS DIE AFTER ACCEPTANCE BECAUSE OF DAMAGE DUE TO ACTS OF GOD, VANDALISM, INSECTS, DISEASE, INJURY BY HUMANS, MACHINES, THEFT OR NEGLIGENCE BY OWNER.
- G. ACCEPTANCE FOR ALL LANDSCAPE WORK SHALL BE GIVEN AFTER FINAL INSPECTION BY THE OWNER PROVIDED THE JOB IS IN A COMPLETE, UNDAUNAGED CONDITION AND THERE IS A STAND OF GRASS IN ALL LAWN AREAS. AT THAT TIME, THE OWNER WILL ASSUME MAINTENANCE ON THE ACCEPTED WORK.

- 1.9 QUALITY ASSURANCE
- A. COMPLY WITH ALL FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK.
- B. EMPLOY PERSONNEL EXPERIENCED AND FAMILIAR WITH THE REQUIRED WORK AND SUPERVISION BY A FOREMAN.
- C. MAKE CONTACT WITH SUPPLIERS IMMEDIATELY UPON OBTAINING NOTICE OF CONTRACT ACCEPTANCE TO SELECT AND BOOK MATERIALS.
- D. DEVELOP A PROGRAM OF MAINTENANCE (PRUNING AND FERTILIZATION) WHICH WILL ENSURE THE PURCHASED MATERIALS WILL MEET AND/OR EXCEED PROJECT SPECIFICATIONS.

- E. DO NOT MAKE PLANT MATERIAL SUBSTITUTIONS. IF THE LANDSCAPE MATERIAL SPECIFIED IS NOT READILY AVAILABLE, SUBMIT PROOF TO LANDSCAPE ARCHITECT ALONG WITH THE PROPOSED MATERIAL TO BE USED IN LIEU OF THE SPECIFIED PLANT.
- F. AT THE TIME BIDS ARE SUBMITTED, THE CONTRACTOR IS ASSUMED TO HAVE LOCATED THE MATERIALS NECESSARY TO COMPLETE THE JOB AS SPECIFIED.
- G. OWNERS REPRESENTATIVE SHALL INSPECT ALL PLANT MATERIAL AND RETAIN THE RIGHT TO INSPECT MATERIALS UPON ARRIVAL TO THE SITE AND DURING INSTALLATION. THE OWNERS REPRESENTATIVE MAY ALSO REJECT ANY MATERIALS WHICH FEELS TO BE UNSATISFACTORY OR DEFECTIVE DURING THE WORK PROCESS. ALL PLANTS DAMAGED IN TRANSIT OR AT THE JOB SITE SHALL BE REJECTED.

- 1.10 PRODUCT DELIVERY, STORAGE AND HANDLING
- A. PREPARATION
1. BALLED AND BURLAPPED BALL PLANTS: DIG AND PREPARE SHIPMENT IN A MANNER THAT WILL NOT DAMAGE ROOTS, BRANCHES, SHAPE AND FUTURE DEVELOPMENT.
 2. CONTAINER GROWN PLANTS: DELIVER PLANTS IN RIGID CONTAINER TO HOLD BALL SHAPE AND PROTECT ROOT MASS.
- B. DELIVERY
1. DELIVER PACKAGED MATERIALS IN SEALED CONTAINERS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER. PROTECT MATERIALS FROM DETERIORATION DURING DELIVERY AND WHILE STORED ON SITE.
 2. DELIVER ONLY PLANT MATERIALS THAT CAN BE PLANTED IN ONE DAY UNLESS ADEQUATE STORAGE AND WATERING FACILITIES ARE AVAILABLE ON SITE.
 3. PROTECT ROOT BALLS BY WRAPPING IN WITH SANDWICH OR OTHER APPROVED MOISTURE RETAINING MATERIAL IF NOT PLANTED WITHIN 24 HOURS OF DELIVERY.
 4. PROTECT ROOT BALLS BY WRAPPING TO PREVENT DAMAGE TO ROOT BALL OR DESICCATION OF LEAVES.
 5. KEEP PLANTS MOIST AT ALL TIMES. COVER ALL MATERIALS DURING TRANSPORT.
 6. NOTIFY OWNERS REPRESENTATIVE OF DELIVERY 72 HOURS PRIOR TO DELIVERY OF PLANT MATERIAL AT JOB SITE.
 7. REMOVE REJECTED PLANT MATERIAL IMMEDIATELY FROM JOB SITE.
 8. TO AVOID DAMAGE OR STRESS, DO NOT LIFT, MOVE, ADJUST TO PLUMB, OR OTHERWISE MANIPULATE PLANTS BY TRUNK OR STEMS.

PART 2 - PRODUCTS

- 2.1 PLANT MATERIALS
- A. GENERAL: WELL FORMED NO. 1 GRADE OR BETTER NURSERY GROWN STOCK. LISTED PLANT HEIGHTS ARE FROM TOP OF FOOT BALLS TO NOMINAL TOPS OF PLANTS. PLANT SPREAD REFERS TO NOMINAL OUTER WIDTH OF THE PLANT NOT THE OUTER LEAF TIPS. PLANTS SHALL BE INDIVIDUALLY APPROVED BY THE OWNERS REPRESENTATIVE AND THE DECISION AS TO THEIR ACCEPTABILITY SHALL BE FINAL.
- B. QUANTITIES: THE DRAWINGS AND SPECIFICATIONS ARE COMPLEMENTARY. ANYTHING CALLED FOR ON ONE AND NOT THE OTHER IS BINDING AS SHOWN AND CALLED FOR ON BOTH THE PLANT SCHEDULE IS AN ADD TO BIDDERS ONLY. CONFIRM ALL QUANTITIES ON PLAN.
- C. QUANTITIES AND SIZE: PLANT MATERIALS SHALL CONFORM TO THE SIZE GIVEN ON THE PLAN AND SHALL BE HEALTHY, WELL SHAPED, FULL BRANCHED AND WELL ROOTED. SYMMETRY IS ALSO IMPERATIVE. PLANTS SHALL BE FREE FROM INSECTS, INJURY, DISEASE, BROKEN BRANCHES, DISFIGUREMENTS, INSECT EGGS AND ARE TO BE OF SPECIFIC QUALITY.
- D. APPROVAL: ALL PLANTS WHICH ARE FOUND UNSUITABLE IN GROWTH OR ARE UNHEALTHY, BADLY SHAPED OR UNDERSIZED WILL BE REJECTED BY THE OWNERS REPRESENTATIVE EITHER BEFORE OR AFTER PLANTING AND SHALL BE REMOVED AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR AND REPLACED WITH ACCEPTABLE SPECIMENS.
- E. TREES SHALL BE HEALTHY, FULL BRANCHED, WELL SHAPED AND SHALL MEET THE MINIMUM REQUIREMENTS AS SPECIFIED ON THE PLANT SCHEDULE. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE IF POSSIBLE, AND WITH SIMILAR CLIMATIC CONDITIONS.
- F. PRUNING: ALL PRUNING OF TREES AND SHRUBS SHALL BE EXECUTED BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER, PRIOR TO FINAL ACCEPTANCE.
- G. PLANTS SHALL CONFORM TO THE MEASUREMENTS SPECIFIED, EXCEPT THE PLANTS LARGER THAN THOSE SPECIFIED MAY BE USED. USE OF LARGER PLANTS SHALL NOT INCREASE THE CONTRACT PRICE.
- H. WHERE MATERIALS ARE PLANTED IN MASSES, PROVIDE PLANTS OF UNIFORM SIZE.
- I. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED, FIBROUS ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).

- J. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR CRACKED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
- K. TREE TRUNKS TO BE STURDY, EXHIBIT HARDENED SYSTEMS AND VIGOROUS AND FIBROUS ROOT SYSTEMS. NOT ROOT OR POT BOUND.
- L. TREES WITH DAMAGE OR CRACKED LEADERS, BARK ABRASIONS, SUNSCALD, DISFIGURING KNOTS, OR INSECT DAMAGE WILL BE REJECTED.
- M. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER AND TWENTY INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
- N. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.
- O. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL OR TRUNK THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
- P. SOO: PROVIDE WELL-ROOTED SOO OF THE VARIETY NOTED ON THE PLANS. SOO SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALETTE OF SOO SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOO.

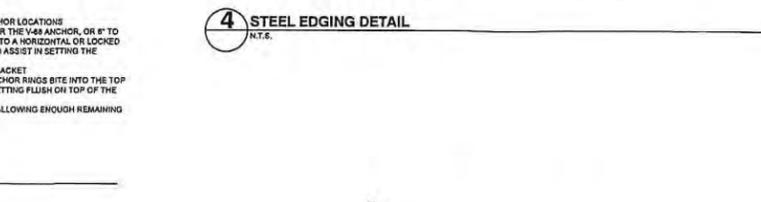
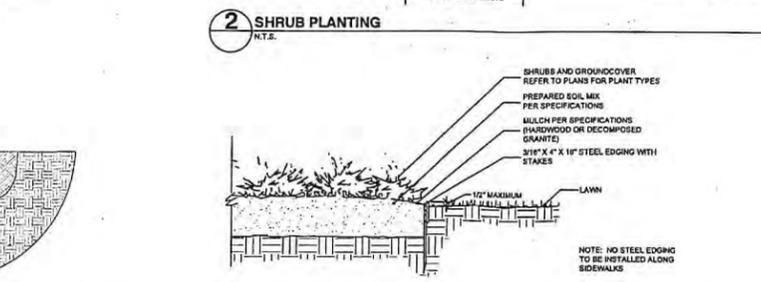
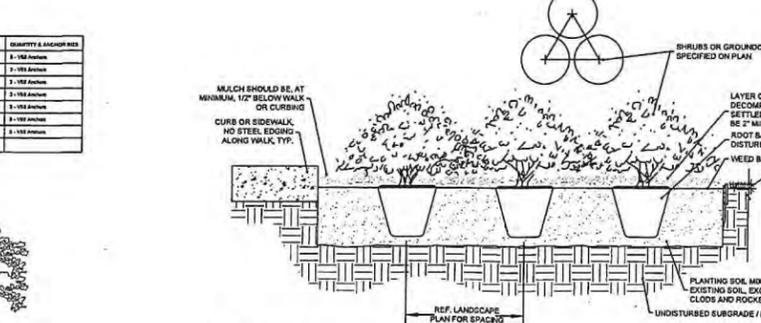
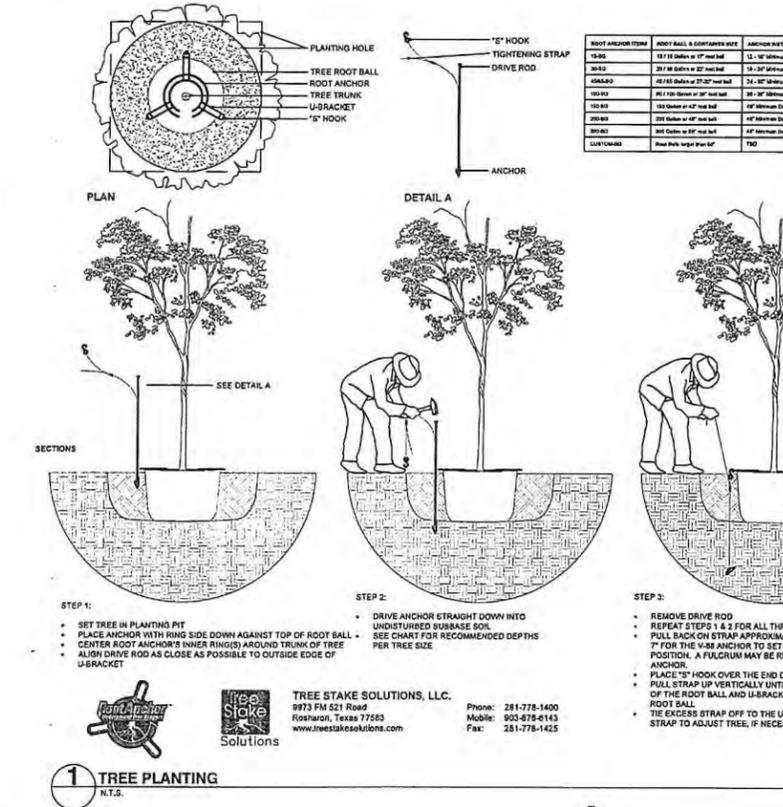
2.2 SOIL PREPARATION MATERIALS

- A. SANDY LOAM:
1. FRABLE, FERTILE, DARK, LOAMY SOIL, FREE OF CLAY LUMPS, SUBSOIL, STONES AND OTHER EXTRANEOUS MATERIAL AND REASONABLY FREE OF WEEDS AND FOREIGN GRASSES. LOAM CONTAINING DALLASGRASS OR NUTGRASS SHALL BE REJECTED.
 2. PHYSICAL PROPERTIES AS FOLLOWS:
 - a. CLAY - BETWEEN 7-27%
 - b. SILT - BETWEEN 15-25%
 - c. SAND - LESS THAN 52%
 3. ORGANIC MATTER SHALL BE 3%-10% OF TOTAL DRY WEIGHT.
 4. IF REQUESTED, LANDSCAPE CONTRACTOR SHALL PROVIDE A CERTIFIED SOIL ANALYSIS CONDUCTED BY AN APPROVED SOIL TESTING LABORATORY VERIFYING THAT SANDY LOAM MEETS THE ABOVE REQUIREMENTS.
- B. ORGANIC MATTER: COMPOST WITH A MIXTURE OF 80% VEGETATIVE MATTER AND 20% ANIMAL WASTE. INGREDIENTS SHOULD BE A MIX OF COURSE AND FINE TEXTURED MATERIAL.
- C. PREMIXED BEDDING SOIL AS SUPPLIED BY LOCAL VENDOR WITH KNOWLEDGE OF SOIL STRUCTURE.
- D. SHARP SAND: SHARP SAND MUST BE FREE OF SEEDS, SOIL PARTICLES AND WEEDS.
- E. MULCH: DOUBLE SHREDDED HARDWOOD MULCH, PARTIALLY DECOMPOSED, DARK BROWN.
- F. ORGANIC FERTILIZER: FERTILIZED, SUSTANE, OR GREEN SEEN OR EQUAL, AS RECOMMENDED FOR REQUIRED APPLICATIONS. FERTILIZER SHALL BE DELIVERED TO THE SITE IN ORIGINAL UNOPENED CONTAINERS WITH THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.
- G. COMMERCIAL FERTILIZER: 10-20-10 OR SIMILAR ANALYSIS. NITROGEN SOURCE TO BE A MINIMUM 80% SLOW RELEASE ORGANIC NITROGEN (SCU OR UP) WITH A MINIMUM 8% SULFUR AND 4% IRON, PLUS MICRONUTRIENTS.
- H. PEAT: COMMERCIAL SPHAGNUM PEAT MOSS OR PARTIALLY DECOMPOSED SHREDDED PINE BARK OR OTHER APPROVED ORGANIC MATERIAL.

2.3 MISCELLANEOUS MATERIALS

- A. STEEL EDGING - SHALL BE 3/16" X 4" X 16" DARK BROWN LANDSCAPE EDGING, DURABLE STEEL OR APPROVED EQUAL.
- B. TREE STAKING - TREE STAKING SOLUTIONS OR APPROVED SUBSTITUTE; REFER TO DETAIL.
- C. FILTER FABRIC - MIRAFI 1405 BY MIRAFI INC. OR APPROVED SUBSTITUTE AVAILABLE AT LONE STAR PRODUCTS, INC. (409-623-9444)
- D. SAND - UNIFORMLY GRADED, WASHED, CLEAN, BAK/RUN SAND.
- E. GRAVEL: WASHED NATIVE PEA GRAVEL, GRADED 1" TO 1 1/2"
- F. DECOMPOSED GRANITE - BASE MATERIAL OF NATURAL MATERIAL MIX OF GRANITE AGGREGATE 3/4" SCREENED, COMPOSED OF VARIOUS STAGES OF DECOMPOSED EARTH BARK.
- G. RIVER ROCK - LOCALLY AVAILABLE NATIVE RIVER ROCK BETWEEN 2"-4" IN DIAMETER.
- H. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURERS LABELED RATES.

PART 3 - EXECUTION



3.1 PREPARATION

- A. LANDSCAPE CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS AND REPORT ANY DEFICIENCIES TO THE OWNER.
- B. ALL PLANTING AREAS SHALL BE CONDITIONED AS FOLLOWS:
1. PREPARE NEW PLANTING BEDS BY SCRAPING AWAY EXISTING SOIL TO A DEPTH OF SIX (6") INCHES PRIOR TO PLACING COMPOST AND FERTILIZER. APPLY FERTILIZER AS PER MANUFACTURER'S RECOMMENDATIONS. ADD SIX (6") INCHES OF COMPOST AND TILL INTO A DEPTH OF SIX (6") INCHES OF SPECIFIED MULCH (SETTLED THICKNESS).
 2. BACKFILL FOR TREE PITS SHALL BE AS FOLLOWS: USE EXISTING TOP SOIL ON SITE USE IMPORTED TOPSOIL AS NEEDED FREE FROM LARGE CLUMPS, ROCKS, DEBRIS, CALICHE, SUBSOILS, ETC., PLACED IN NINE (9") INCH LAYERS AND WATERED IN THOROUGHLY.
- C. GRASS AREAS:
1. BLOCKS OF SOO SHOULD BE LAID JOINT TO JOINT (STAGGERED JOINTS) AFTER FERTILIZING THE GROUND FIRST. TOLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE. THE JOINTS BETWEEN THE BLOCKS OF SOO SHOULD BE FILLED WITH TOPSOIL WHERE THEY ARE GAPPED OPEN, THEN WATERED THOROUGHLY.

3.2 INSTALLATION

- A. MAINTENANCE OF PLANT MATERIALS SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS DELIVERED TO THE SITE AND SHALL CONTINUE UNTIL ALL CONSTRUCTION HAS BEEN SATISFACTORILY COMPLETED.
- B. PLANT MATERIALS SHALL BE DELIVERED TO THE SITE ONLY AFTER THE BEDS ARE PREPARED AND AREAS ARE READY FOR PLANTING. ALL SHIPMENTS OF NURSERY MATERIALS SHALL BE THOROUGHLY PROTECTED FROM THE WINDS DURING TRANSPORT. ALL PLANTS WHICH CANNOT BE PLANTED AT ONCE, AFTER DELIVERY TO THE SITE, SHALL BE WELL PROTECTED AGAINST THE POSSIBILITY OF DRYING BY WIND AND BALLS OF EARTH OF B & B PLANTS SHALL BE KEPT COVERED AND SOIL PROTECTED AGAINST THE POSSIBILITY OF PLANTS REMAIN THE PROPERTY OF THE CONTRACTOR UNTIL FINAL ACCEPTANCE.
- C. POSITION THE TREES AND SHRUBS IN THEIR INTENDED LOCATION AS PER PLAN.
- D. NOTIFY THE OWNERS AUTHORIZED REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL POSITIONING OF PLANT MATERIALS.
- E. EXCAVATE PITS WITH VERTICAL SIDES AND HORIZONTAL BOTTOM. TREE PITS SHALL BE LARGE ENOUGH TO PERMIT HANDLING AND PLANTING WITHOUT INJURY TO BALLS OF EARTH OR ROOTS AND SHALL BE OF SUCH DEPTH THAT WHEN PLANTED AND SETTLED, THE CROWN OF THE PLANT SHALL BEAR THE SAME RELATIONSHIP TO THE FINISH GRADE AS IT DID TO SOIL SURFACE IN ORIGINAL PLACE OF GROWTH. THE SIDES OF THE HOLE SHOULD BE ROUGH AND JAGGED, NEVER SMOOTH OR GLAZED.
- F. SHRUB AND TREE PITS SHALL BE NO LESS THAN TWENTY-FOUR (24") INCHES WIDER THAN THE LATERAL DIMENSION OF THE EARTH BALL AND SIX (6") INCHES DEEPER THAN ITS VERTICAL DIMENSION. REMOVE AND HAIL FROM SITE ALL ROCKS AND STONES OVER THREE-QUARTER (3/4") INCH IN DIAMETER. PLANTS SHOULD BE THOROUGHLY MOIST BEFORE REMOVING CONTAINERS.
- G. PERCOLATION TEST: FILL THE HOLE WITH WATER. IF THE WATER LEVEL DOES NOT PERCOLATE WITHIN 24 HOURS, THE TREE NEEDS TO MOVE TO ANOTHER LOCATION OR HAVE DRAINAGE ADDED. INSTALL A PVC STAND PIPE PER TREE IF THE PERCOLATION TEST FAILS.
- H. BACKFILL ONLY WITH 5 PARTS EXISTING SOIL OR SANDY LOAM AND 1 PART BED PREPARATION. WHEN THE HOLE IS DUG IN SOLID ROCK, TOPSOIL FROM THE SAME AREA SHOULD NOT BE USED. CAREFULLY SETTLE BY WATERING TO PREVENT AIR POCKETS. REMOVE THE BURLAP FROM THE TOP X OF THE BALL AS WELL AS ALL NYLON, PLASTIC STRING AND WIRE. CONTAINER TREES WILL USUALLY BE ROOT BOUND, IF SO FOLLOW STANDARD NURSERY PRACTICE OF "ROOT SCORING".
- I. DO NOT WRAP TREES.
- J. DO NOT OVER PRUNE.
- K. REMOVE NURSERY TAGS AND STAKES FROM ALL PLANTS.
- L. REMOVE BOTTOM OF PLANT BOXES PRIOR TO PLACING PLANTS. REMOVE SIDES AFTER PLACEMENT AND PARTIAL BACKFILLING.
- M. REMOVE UPPER THIRD OF BURLAP FROM BALLED AND BURLAPPED TREES AFTER PLACEMENT.
- N. PLACE PLANT UPRIGHT AND PLUMB IN CENTER OF HOLE. ORIENT PLANTS FOR BEST APPEARANCE.
- O. MULCH THE TOP OF THE BALL. DO NOT PLANT GRASS ALL THE WAY TO THE TRUNK OF THE TREE. LEAVE THE AREA ABOVE THE TOP OF THE BALL AND MULCH WITH AT LEAST TWO (2") INCHES OF SPECIFIED MULCH.
- P. ALL PLANT BEDS AND TREES TO BE MULCHED WITH A MINIMUM SETTLED THICKNESS OF TWO (2") INCHES OVER THE ENTIRE BED OR

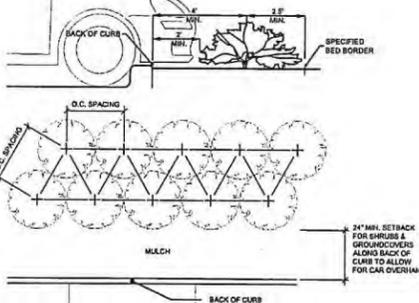
PIT.

- O. OBSTRUCTION BELOW GROUND: IN THE EVENT THAT ROCK, OR UNDERGROUND CONSTRUCTION WORK OR OBSTRUCTIONS ARE ENCOUNTERED IN ANY PLANT PIT EXCAVATION WORK TO BE DONE UNDER THIS SECTION, ALTERNATE LOCATIONS MAY BE SELECTED BY THE OWNER. WHERE LOCATIONS MUST BE CHANGED, THE OBSTRUCTIONS SHALL BE REMOVED TO A DEPTH OF NOT LESS THAN THREE (3) FEET BELOW GRADE AND NO LESS THAN SIX (6") INCHES BELOW THE BOTTOM OF BALL WHEN PLANT IS PROPERLY SET AT THE REQUIRED GRADE. THE WORK OF THIS SECTION SHALL INCLUDE THE REMOVAL FROM THE SITE OF SUCH ROCK OR UNDERGROUND OBSTRUCTIONS ENCOUNTERED AT THE COST OF THE LANDSCAPE CONTRACTOR.
- R. TREES AND LARGE SHRUBS SHALL BE STAKED AS SITE CONDITIONS REQUIRE. POSITION STAKES TO SECURE TREES AGAINST SEVERAL PREVAILING WINDS.
- S. PRUNING AND MULCHING: PRUNING SHALL BE DIRECTED BY THE LANDSCAPE ARCHITECT AND SHALL BE PRUNED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE FOLLOWING FINE PRUNING CLASS I PRUNING STANDARDS PROVIDED BY THE NATIONAL ARBORIST ASSOCIATION.
1. DEAD WOOD, SUCKERS, BROKEN AND BADLY BRUISED BRANCHES SHALL BE REMOVED. GENERAL TIPPING OF THE BRANCHES IS NOT PERMITTED. DO NOT CUT TERMINAL BRANCHES.
 2. PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS.
 3. IMMEDIATELY AFTER PLANTING OPERATIONS ARE COMPLETED, ALL TREE PITS SHALL BE COVERED WITH A LAYER OF ORGANIC MATERIAL TWO (2") INCHES IN DEPTH. THE LIMIT OF THE ORGANIC MATTER FOR TREE SHALL BE THE DIAMETER OF THE PLANT IT.
- D. STEEL EDGE INSTALLATION: EDGE SHALL BE ALIGNED AS INDICATED ON PLANS. STAKE OUT LIMITS OF STAKE CURBING AND OBTAIN OWNERS APPROVAL PRIOR TO INSTALLATION.
1. ALL STEEL CURBING SHALL BE FREE OF KINKS AND ABRUPT BENDS.
 2. TOP OF EDGING SHALL BE 1/2" MAXIMUM HEIGHT ABOVE FINAL FINISHED GRADE.
 3. STAKES ARE TO BE INSTALLED ON THE PLANTING BED SIDE OF THE CURBING, AS OPPOSED TO THE GRASS SIDE.
 4. DO NOT INSTALL STEEL EDGING ALONG SIDEWALKS OR CURBS.
 5. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE EDGING MEETS SIDEWALKS OR CURBS.

3.3 CLEANUP AND ACCEPTANCE

- A. CLEANUP: DURING THE WORK, THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES. STORAGE AREAS FOR ALL MATERIALS SHALL BE SO ORGANIZED SO THAT THEY ARE NEAT AND ORDERLY. ALL TRASH AND DEBRIS SHALL BE REMOVED FROM THE SITE AS WORK PROGRESSES. KEEP PAVED AREAS CLEAN BY SWEEEPING OR HOSEING THEM AT END OF EACH WORK DAY.
- B. REPAIR RUTS, HOLES AND SCARES IN GROUND SURFACES.
- C. ENSURE THAT WORK IS COMPLETE AND PLANT MATERIALS ARE IN VIGOROUS AND HEALTHY GROWING CONDITION.
- D. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTANCE.
- E. WHENIF THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNERS SATISFACTION WITHIN 24 HOURS.
- F. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE CONTRACT DOCUMENTS HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

END OF SECTION



VASQUEZ ENGINEERING L.L.C.
1919 S. Shiloh Road
Suite 440, LB 44
Garland, Texas 75042
Ph: 972-278-2948

DISCOUNT
TIRE
FLORISSANT, MO

CONSTRUCTION DOCUMENT

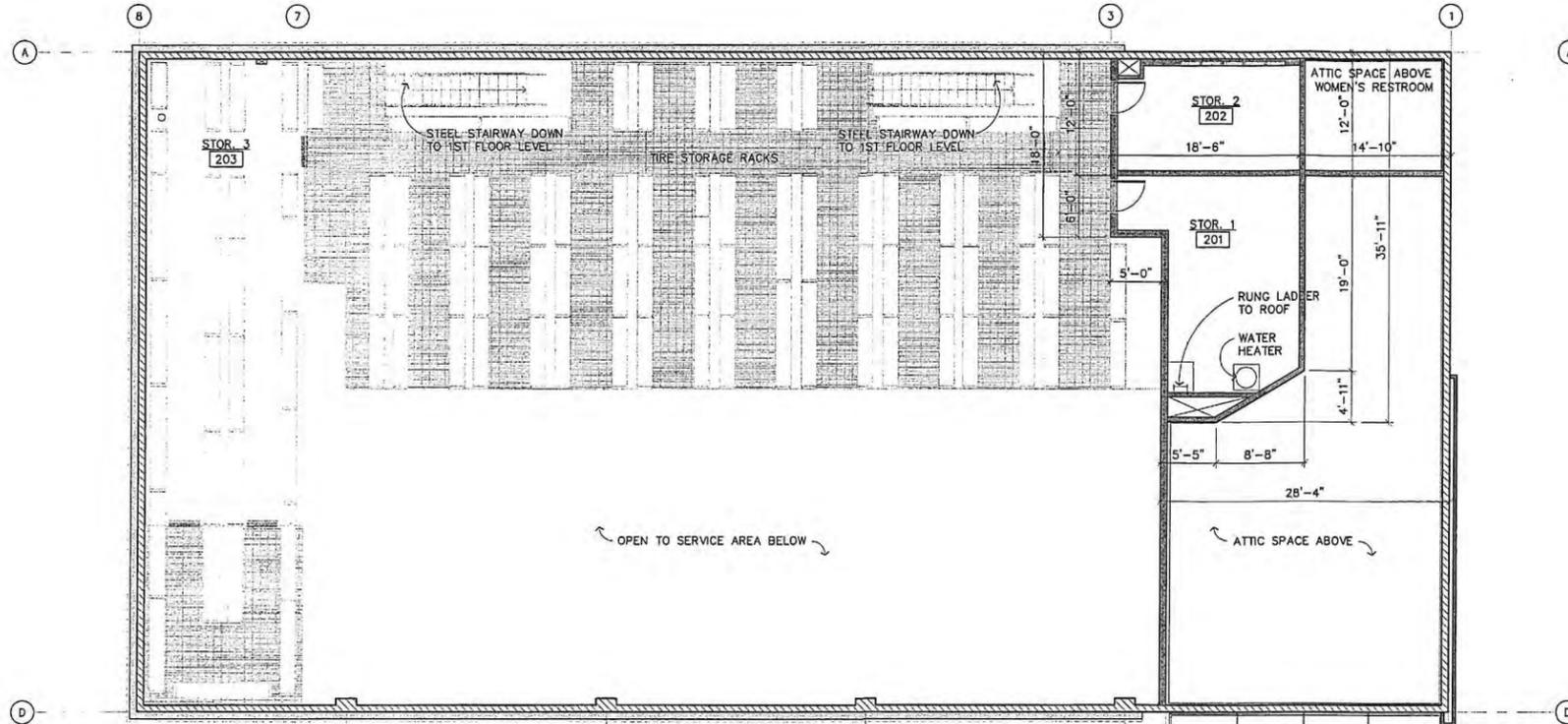
NO.	REVISION DESCRIPTION	DATE
500.121		
04/22/2020		

JOB NO: 500.121
DATE: 04/22/2020
DRAWN BY:
CHECKED BY:

STATE OF MISSOURI
AMANDA W. RICHARDSON
PLA-2017004874
PROFESSIONAL LANDSCAPE ARCHITECT
04/22/2020

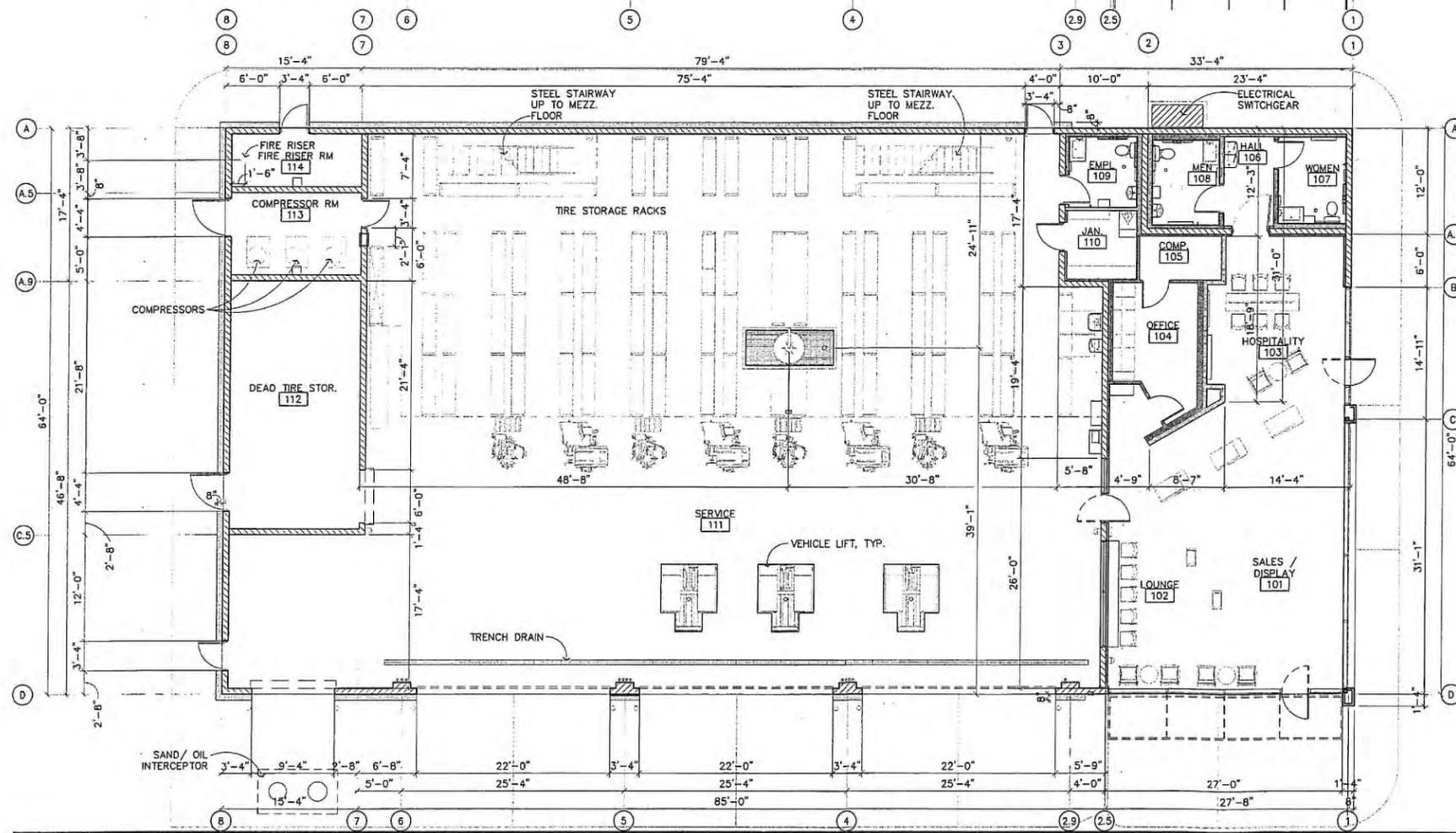
DRAWING TITLE: LANDSCAPE SPECS AND DETAILS
DRAWING NO: L1.2

Building Area Breakdown	
GROUND FLOOR AREA	
"M" OCCUPANCY:	
SALES / DISPLAY	671.42 S.F.
LOUNGE / SEATING	177.82 S.F.
HOSPITALITY	282.51 S.F.
OFFICE	132.22 S.F.
COMPUTER	46.25 S.F.
HALL	58.21 S.F.
MEN	71.39 S.F.
WOMEN	73.11 S.F.
EMPLOYEE	60.36 S.F.
JANITOR ROOM:	61.87 S.F.
"S-1" OCCUPANCY:	
SERVICE	5417.03 S.F.
RECYCLE TIRE	410.67 S.F.
COMPRESSOR ROOM	136.89 S.F.
FIRE RISER ROOM	88.00 S.F.
(NET AREA/USABLE) 7668.15 S.F.	
TOTAL GROUND FLOOR AREA: 8,192 S.F.(BLDG. FOOTPRINT).	
MEZZANINE LEVEL AREA:	
"S-1" OCCUPANCY:	
STORAGE # 1:	292.03 S.F.
STORAGE # 2:	178.14 S.F.
STORAGE # 3:	695.08 S.F.
WALKING GRATE:	1,529.61 S.F.
(NET AREA/USABLE) 2,694.86 S.F.	



CONCEPTUAL MEZZ. FLOOR PLAN

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



CONCEPTUAL 1ST FLOOR PLAN

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

ALT - 2R

REV:
DATE: 05.04.20
JOB # A.2002025



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CONCEPTUAL FLOOR PLANS

3200 N. HIGHWAY 67
FLORISSANT, MO 63033



PLUMP ENGINEERING INC.
CONSULTING ENGINEERS
STRUCTURAL, MECHANICAL, PLUMBING,
ELECTRICAL, CIVIL, SURVEYING,
ARCHITECTURAL
914 E. KATELLA AVENUE, ANAHEIM, CA 92805
P (714) 385-1835 F(714) 385-1834
www.plumpgroup.com

Sheet No.
A.1

DISCOUNT TIRE - EXTERIOR MATERIAL SCHEDULE							
DATE: 04/30/2020							
CODE	MATERIAL	NOTES	MANUFACTURER	DESCRIPTION			MANUFACTURER REPRESENTATIVE CONTACT INFORMATION
				PRODUCT	FINISH/COLOR	DIMENSION	
BR-1	BRICK	RUNNING BOND	GLEN GERY	GLAZED BRICK S804	ASPEN WHITE, MATTE	2 1/4" X 7 5/8"	COMPANY: DIVISION 4 NAME: JIM STRADLEY P: 513.396.7825 E: STRADS@DIVISION4.COM W: WWW.DIVISION4.COM
BR-2	BRICK	RUNNING BOND	TBD BY CONTRACTOR	BRICK SHOULD MEET ASTM C216 GRADE SW TYPE FBS	VELOUR PAINTED TO MATCH SW 7067 CITY SCAPE	2 1/4" X 7 5/8"	COMPANY: DIVISION 4 NAME: JIM STRADLEY P: 513.396.7825 E: STRADS@DIVISION4.COM W: WWW.DIVISION4.COM
CLAD-2	ACM		3A COMPOSITES	ALUCOBOND	MATTE/PATRIOT RED	VARIES, REFER TO DESIGN DRAWINGS	COMPANY: 3A COMPOSITES NAME: MIKE CALDWELL P: 770.982.5822 E: MIKE.CALDWELL@3ACOMPOSITES.COM W: WWW.3ACOMPOSITESUSA.COM
CLAD-3	ACM		3A COMPOSITES	ALUCOBOND	MATTE/ BRUSHED STAINLESS	VARIES, REFER TO DESIGN DRAWINGS	COMPANY: 3A COMPOSITES NAME: MIKE CALDWELL P: 770.982.5822 E: MIKE.CALDWELL@3ACOMPOSITES.COM W: WWW.3ACOMPOSITESUSA.COM
CLAD-4	CORRUGATED METAL		ATAS INTERNATIONAL	CORRUGATED PANEL, 0.40 ALUMINUM	BLACK (02)	VARIES, REFER TO DESIGN DRAWINGS	COMPANY: ATAS INTERNATIONAL NAME: EDWARD WEBB P: 484.221.6377 E: EWEBB@ATAS.COM W: WWW.ATAS.COM
EIFS-1	EIFS		DRYVIT	OUTSULATION PLUS MD SYSTEM	SAND PEBBLE, FINE TINTED TO MATCH SW 7067 CITY SCAPE		COMPANY: DRYVIT SYSTEMS NAME: BOB DAZEL P: 734.276.0404 E: BOB.DAZEL@DRYVIT.COM W: WWW.DRYVITSHAPES.COM
MO-1	MORTAR		TBD BY CONTRACTOR		TO MATCH BR-2	N/A	COMPANY: GENERAL CONTRACTOR NAME: P: E: W:
MO-2	MORTAR		TBD BY CONTRACTOR		TO MATCH BR-1	N/A	COMPANY: GENERAL CONTRACTOR NAME: P: E: W:
D-1	HOLLOW METAL DOOR		TBD BY CONTRACTOR		PAINTED TO MATCH P-1	REFERENCE DESIGN INTENT DOCUMENTS	COMPANY: GENERAL CONTRACTOR NAME: P: E: W:
EQUIP-1	LARGE ROLLING DOOR	REFER TO DESIGN DOCUMENT FOR EXACT SIZING PER LOCATION	OVERHEAD DOOR	ROLLING STEEL SERVICE DOOR 620	POWDER COAT TO MATCH RAL 7037	12H X 22W (SEE NOTES)	COMPANY: OVERHEAD DOOR NAME: CUSTOMER SERVICE P: 866.339.4148 E: W: WWW.OVERHEADDOOR.COM
EQUIP-2	SMALL ROLLING DOOR	REFER TO DESIGN DOCUMENT FOR EXACT SIZING PER LOCATION	OVERHEAD DOOR	ROLLING STEEL SERVICE DOOR 621	POWDER COAT TO MATCH RAL 7037	6'-10" X 9'-4" (SEE NOTES)	COMPANY: OVERHEAD DOOR NAME: CUSTOMER SERVICE P: 866.339.4148 E: W: WWW.OVERHEADDOOR.COM
PC-1	NOT USED						
PC-2	POWDERCOAT		TIGER DRYLAC	POWDERCOAT	TO MATCH RAL 7037/ MATTE	N/A	COMPANY: TIGER DRYLAC NAME: CUSTOMER SERVICE P: 866.899.4437 E: CUSTOMERSERVICE.US@TIGER-COATINGS.US W: TIGER-COATINGS.US
SFS-1	STOREFRONT	CONTACT MANUFACTURER FOR PAINT FINISH REQUIREMENTS PER LOCATION AS NEEDED	ARCADIA	FRAMING: ARCADIA AFG451 GLASS: AGC-E946 PERIMETER CAULKING: DOW 785 GR MED STILE ENTRY DOORS (2); OVERHEAD CONCEALED CLOSER, DOUBLE ACTING, PUSH BAR BOTH SIDES, CYLINDER & THUMBTURN	FINISH: CLEAR ANODIZED	REFERENCE DESIGN INTENT DRAWINGS.	COMPANY: ARCADIA INC NAME: CUSTOMER SERVICE P: 323.771.9819 E: INFO@ARCADIAINC.COM W: WWW.ARCADIAINC.COM
TRIM-1	FLASHING	AT TOP OF BR-1	ATAS INTERNATIONAL	FLASHING	BONE WHITE (26)	VARIES, REFER TO DESIGN DRAWINGS	COMPANY: ATAS INTERNATIONAL NAME: EDWARD WEBB P: 484.221.6377 E: EWEBB@ATAS.COM W: WWW.ATAS.COM
TRIM-2	TRIM	AROUND CORRUGATED METAL	ATAS INTERNATIONAL	ELITE TRIM SERIES	BLACK (02)	VARIES, REFER TO DESIGN DRAWINGS	COMPANY: ATAS INTERNATIONAL NAME: EDWARD WEBB P: 484.221.6377 E: EWEBB@ATAS.COM W: WWW.ATAS.COM
TRIM-3	FLASHING	AT TOP OF CORRUGATED METAL	ATAS INTERNATIONAL	FLASHING	BLACK (02)	VARIES, REFER TO DESIGN DRAWINGS	COMPANY: ATAS INTERNATIONAL NAME: EDWARD WEBB P: 484.221.6377 E: EWEBB@ATAS.COM W: WWW.ATAS.COM
TRIM-4	FLASHING	AT TOP OF EIFS-1	ATAS INTERNATIONAL	FLASHING	SLATE (20)	VARIES, REFER TO DESIGN DRAWINGS	COMPANY: ATAS INTERNATIONAL NAME: EDWARD WEBB P: 484.221.6377 E: EWEBB@ATAS.COM W: WWW.ATAS.COM



3200 N. HIGHWAY 67
FLORISSANT, MO 63033

Design Intent Documents



2056 BYERS ROAD
MIAMISBURG, OH 45342

FOR REFERENCE
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CONSTRUCTION

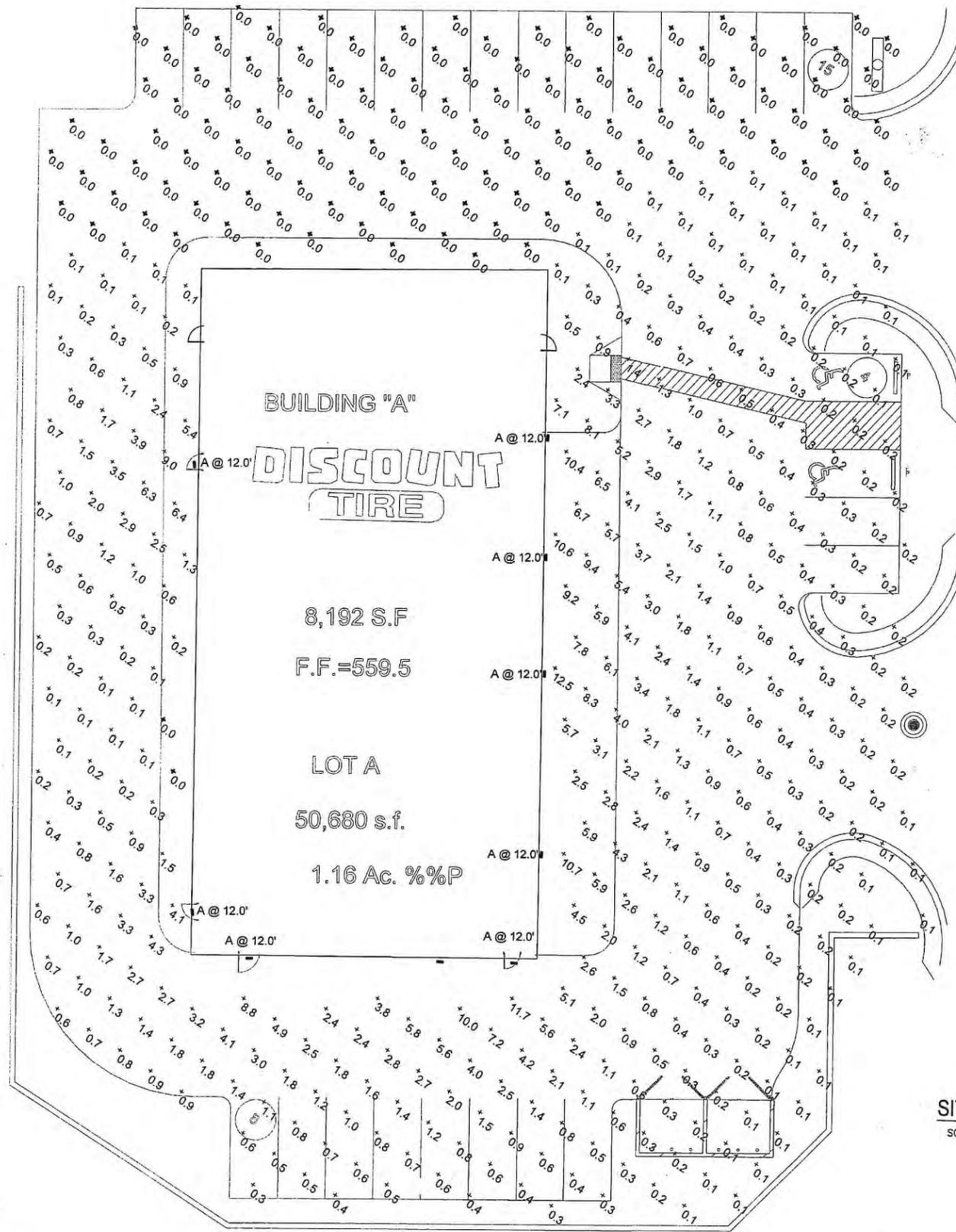
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No.	Description	Date

PROJECT NUMBER	
DATE	04.30.2020
DRAWN BY	MAD
CHECKED BY	JC

SHEET NAME
**FINISH
SCHEDULE**

SHEET #
A000



Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #2	+	1.1 fc	12.5 fc	0.0 fc	N/A	N/A

Schedule											
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
—	A	9	COOPER LIGHTING SOLUTIONS - LUMARK (FORMERLY EATON)	WPMLD15	MEDIUM LED WALL PACK - 50W, 4000K Warehouse ABSOLUTE PHOTOMETRY IS BASED ON CALIBRATION FACTORS CREATED USING LAB LUMEN STANDARDS IN GONIOPHOTOMETER WITH TEST DISTANCE OF 28.75 FEET		1	WPMLD151	6201	0.9	55.1



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3200 N. HIGHWAY 67
FLORISSANT MO 63033



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 CONSULTING ENGINEERS
 STRUCTURAL, MECHANICAL, PLUMBING,
 ELECTRICAL, CIVIL, SURVEYING,
 ARCHITECTURAL

Sheet No.

ES1.0

ALT - 1R

REV:
DATE: 03.03.20
JOB # A.2002025

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MEMORANDUM



CITY OF FLORISSANT- Building Division

"Preserve and improve the health, safety, and welfare of our residents, businesses and the general public in the City of Florissant; while at the same time maintaining property values and improving the quality of life in the City of Florissant."

To: Planning and Zoning Commissioners Date: May 21, 2020

From: Philip E. Lum, AIA-Building Commissioner c: Todd Hughes, P.E.,
Director Public Works
Deputy City Clerk
Applicant
File

Subject: **3200 N. Highway 67:** Request recommended approval of a new 'B-5' Planned Commercial District, to allow for a Tire Sales and Installation establishment, in an existing 'B-3' District.

STAFF REPORT
CASE NUMBER PZ-060120-3

I. PROJECT DESCRIPTION:

This is a request for recommended approval for a 'B-5', to allow for a Tire Sales and Installation establishment a 'B-5' District. The property is part of 3200 N Highway 67, however, this petition is to rezone and establish the first structure within the 'B-5' Planned Commercial District.

II. EXISTING SITE CONDITIONS:

The existing property at **3200 N. Highway 67** is a lot of 5.19 acres and has been vacant since the demolition of existing 1981 structures.

III. SURROUNDING PROPERTIES:

The adjacent property to the South is 3180 N. Highway 67 in a 'B-5' District. The property to the East is Walmart at 3390 N. Highway 67 in a 'B-5' District.

40 **IV. STAFF ANALYSIS:**

41 The Petitioner has responded to staff instructions for a 'B-5'. Staff comments on plans
42 submitted:

- 43
- 44 1. Site Plan for Discount Tire cover sheet comments:
 - 45 a. Applicant is Vasquez Engineering, LLC.
 - 46 b. Developer for this portion of the site is the petitioner, Discount Tire.
 - 47 c. Location Map indicates a shaded portion of the 5.19 acre site.

- 48 2. SP-1 indicates
 - 49 a. a concept sewer plan,
 - 50 b. hints of other structures,
 - 51 c. setbacks,
 - 52 d. 1.363 Acres of development
 - 53 e. Building Area 8192 s.f.
 - 54 f. Pervious area 31.7 % (greenspace?).
 - 55 g. Parking Required 27 spaces.
 - 56 i. Front setback is violated by 15 car parking, inconsistent with
57 the parking code for redevelopment, per City Code section
58 405.225, paragraph F, 6.: *“In ‘B-5’ Planned Commercial
59 Districts, parking spaces and drive aisles shall adhere to the
60 minimum setbacks of the underlying zoning district.”*
61 *Therefore, must seek modification, under para G and 3:*

62 *“G. Modifications To These Requirements. An applicant may request a modification of the requirements set
63 forth herein by providing a parking demand study, as defined below, that supports the request and
64 demonstrates by clear and convincing evidence that the requested modifications are appropriate for the
65 site and do not cause detriment to adjacent properties.*

- 66 1. *A parking demand study is required when an applicant:*
 - 67 a. *Requests a reduction in the minimum parking requirements;*
 - 68 b. *Requests to exceed the maximum parking requirements;*
 - 69 c. *Requests any other modification to the standards of this Section.*
- 70 2. *The parking demand study shall, at a minimum, contain the following information:*
 - 71 a. *A plan which graphically depicts where the parking spaces, loading spaces, stacking area, and parking
72 structures are to be located, as well as the on-site circulation for automobile, pedestrian, and bicycle
73 movement.*
 - 74 b. *A report which demonstrates how any variations from this Section were calculated and upon what
75 assumptions such calculations were based; and how everything shown on the plan complies with, or varies
76 from, applicable standards and procedures of the City.*
 - 77 c. *The plan shall show all entrances and exits for any structured parking and the relationship between
78 parking lots or structures and the circulation.*
 - 79 d. *The plan, supported by the report, shall show the use, number, location, and typical dimensions of
80 parking and loading for various vehicle types, including passenger vehicles, trucks, vehicles for mobility-
81 impaired persons, motorcycles, buses, other transit vehicles and bicycles.*
 - 82 e. *The plan, supported by the report, shall include phasing plans for the construction of parking facilities
83 and any interim facilities planned.*
 - 84 f. *Whenever the applicant requests to reduce the number of required parking spaces; or to exceed the
85 maximum parking provided for in this Section, the required report shall document how the proposed
86 parking was calculated and upon what assumptions such calculations were based.*
 - 87 g. *Such other information as determined by the Building Commissioner, Planning and Zoning Commission
88 or City Council to be necessary or appropriate.*
- 89 3. *Design features and review criteria, including, but not limited to, those listed below, will be reviewed
90 when in conjunction with requests for modification to any of the requirements of this Section.*

- 91 a. The parking demand study provides sufficient number and types of spaces to serve the uses identified on
 92 the site.
 93 b. Adequate provisions are made for the safety of all parking facility users, including motorists, bicyclists
 94 and pedestrians.
 95 c. Sites are designed to minimize or alleviate traffic problems.
 96 d. Parking spaces are located near the uses they are intended to serve and shall provide safe and
 97 convenient access for pedestrian access to the facility.
 98 e. Adequate on-site parking is provided during each phase of development of the district.
 99 f. The development provides opportunities for shared parking or for other reductions in trip generation
 100 through the adoption of transportation demand management (TDM) techniques to reduce trip generation,
 101 such as car pools, van pools, bicycles, employer transit subsidies, compressed work hours, and high
 102 occupancy vehicle (HOV) parking preference.
 103 g. Reductions in the number of parking and loading spaces should be related to significant factors such as,
 104 but not limited to:
 105 (1) Shared parking opportunities between different land use categories or uses with different hours of
 106 operation;
 107 (2) The availability and incorporation of transit services and facilities;
 108 (3) Opportunities for reduced trip generation through pedestrian circulation between mixed uses;
 109 (4) Off-site traffic mitigation measures;
 110 (5) Recognized variations in standards due to the scale of the facilities;
 111 (6) Parking demand for a specified use;
 112 (7) The provisions of accessible parking spaces beyond those required per the City Code;
 113 (8) Provision of bicycle parking spaces; and
 114 (9) Opportunities for reduced loading requirements, based on business practices.
 115 4. Requests for modifications will be considered by the Planning and Zoning Commission and/or the City
 116 Council as part of the approval process.
 117
 118 3. SP-2 Comments: Indicates required site sections for this portion of the 'B-5'.
 119 4. L1.1 and L1.2 Indicates compliance with the Landscape Ordinance, section
 120 405.245.
 121 5. A.1 Concept main floor and mezzanine plans.
 122 a. Tire Storage inside space.
 123 b. Mezzanines used for storage
 124 c. Sprinkler room.
 125 d. Compressor room.
 126 e. Customer and office area
 127 6. A000 Elevations and A000 Exterior Materials Schedule
 128 a. BR-1 is glazed brick, does not meet the masonry ordinance.
 129 b. BR-2 is compliant with the masonry ordinance.
 130 c. ACM is a thin aluminum architectural panel.
 131 d. Signs
 132 i. EG1.1 appears to scale 5x16x0.67= 53.6 s.f.- varies from sign
 133 code.
 134 ii. EG1.1 appears to scale 4x12x0.67= 32 s.f.
 135 7. ES1.0 indicates photometrics for the site based upon wall mounted lighting.
 136

137 **VI. STAFF RECOMMENDATIONS:**

138
 139 **Suggested Motion for 3200 N. Highway 67:**

140 "I move to recommend the approval of a 'B-5' at 3200 N Highway 67 with the
 141 following additional requirements:

142
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1. PERMITTED USES

The uses permitted for this property shall be limited to Tire Sales and Installation establishment and those Uses allowed within the ‘B-3’ “Extensive Business District” without a Special Permit. Other uses than those permitted shall require approval by amendment to this B-5 Ordinance.

2. FLOOR AREA, HEIGHT AND BUILDING REQUIREMENTS

The Tire Sales and Installation establishment shall be limited to a single story 8192 s.f. building. The balance of the existing site is to remain vacant and further development shall require approval by amendment to this B-5 Ordinance.

3. PERFORMANCE STANDARDS

In addition to all other requirements, uses within the "B-5" Planned Commercial District shall conform to the most restrictive performance standards as follows:

1. Vibration. Every use shall be so operated that the maximum ground vibration generated is not perceptible without instruments at any point on the lot line of the lot on which the use is located.
2. Odor. Every use shall be so operated that no offensive or objectionable odor is perceptible at any point on the lot line on which the use is located.
3. Smoke. Every use shall be so operated that no smoke from any source shall be emitted of a greater density than the density described as No. 1 on the Ringelmann Chart as published by the United States Bureau of Mines.
4. Toxic gases. Every use shall be so operated that there is no emission of toxic, noxious or corrosive fumes or gases.
5. Emission of dirt, dust, fly ash and other forms of particulate matter. Emission of dirt, dust, fly ash and other forms of particulate matter shall not exceed eighty-five one-hundredths (0.85) pounds per one thousand (1,000) pounds of gases of which amount not to exceed five-tenths (0.5) pound per one thousand (1,000) pounds of gases shall be of such size as to be retained on a 325-mesh U.S. standard sieve. In the case of emission of fly ash or dust from a stationary furnace or a combustion device, these standards shall apply to a condition of fifty percent (50%) excess air in the stack at full load, which standards shall be varied in proportion to the deviation of the percentage of excess air from fifty percent (50%).
6. Radiation. Every use shall be so operated that there is no dangerous amount of radioactive emissions.
7. Glare and heat. Any operation producing intense glare or heat shall be performed in an enclosure in such a manner as to be imperceptible along any lot line.
8. Screening.

- 188 a. All mechanical equipment, air-handling units, cooling towers,
189 condensers, etc., on roof or grade shall be screened architecturally
190 in such a manner as to be a part of the design of the building.
191 b. Incinerators and stacks shall be enclosed in the same material as
192 the main exterior building material.
193

194 **4. TRASH ENCLOSURES**

195 Trash container shall be kept within a gated sight-proof area as shown on
196 SP-1, attached **with 20' concrete approach slab, staff entrance and**
197 **lockable gates.**
198

199
200 **5. PLAN SUBMITTAL REQUIREMENTS**

201 A final site development plan shall be submitted to the Building
202 Commissioner to review for compliance to this ordinance and other city
203 ordinances prior to issuance of land disturbance permits or building
204 permits. Final Development Plan shall include improvements as shown on
205 Site Plan SP-1, Site Plan SP-2, A.1 Concept main floor and mezzanine
206 plans, L1.1 and L1.2 Landscape Plans, A000 elevations A000 Elevation
207 Schedules and ES1.0 photometric plan, attached.
208

209
210 **3. SITE DEVELOPMENT PLAN CRITERIA:**

211
212 a. Height, Area And Bulk Restrictions:
213

214 1. Height, Area And Bulk Regulations. The height, area and bulk
215 regulations for uses in the "B-3" Extensive Commercial District
216

217 b. Internal Drives:
218

219 (1) There shall be parking as shown on attached plans to be indicated on
220 the Final Development Plan.
221

222 c. Minimum Parking/Loading Space Requirements.
223

224 (1) There shall be a minimum of 27 required parking spaces for the facility
225 provided on the property.
226

227 d. Road Improvements, Access and Sidewalks

228 (1) There shall be parking spaces and curbs provided as shown on plans.
229 All drives to be indicated on the Final Development Plan.
230

231 e. Lighting Requirements.
232

233 Lighting of the property shall comply with the following standards and
234 requirements:

- 235
236 (1) All site lighting and exterior building lighting shall be directed down
237 and inward.

238
239 f. Sign Requirements.

- 240
241 (1) All signage shall comply with the City of Florissant sign ordinance for
242 commercial districts.

- 243
244 (2) One wall sign of 54 s.f. as shown on elevations attached.

245
246
247 g. Landscaping and Fencing.

- 248
249 (1) Any modifications to the landscaping plan shall be reviewed and
250 approved by the Planning and Zoning Commission.

251
252 h. Storm Water.

253
254 Storm Water and drainage facilities shall comply with the following
255 standards and requirements:

- 256
257 (1) The Director of Public Works shall review the storm water plans to
258 assure that storm water flow will have no adverse affect the
259 neighboring properties.

- 260
261 (2) No building permits shall be issued until the storm water plan has been
262 approved by the St. Louis Metropolitan Sewer District.

263
264 i. Miscellaneous Design Criteria.

- 265
266 (1) All applicable parking, circulation, sidewalks, and all other site design
267 features shall comply with the Florissant City Code.

- 268
269 (2) All dumpsters and grease containers shall be contained within a trash
270 enclosure with gates compatible with existing building.

- 271
272 (3) All storm water and drainage facilities shall be constructed, and all
273 landscaping shall be installed, prior to occupancy of the building,
274 unless remitted by the Director of Public Works due to weather related
275 factors.

276

- 277 (4) All mechanical equipment, electrical equipment, and communication
278 equipment shall be screened in accordance with the Florissant Zoning
279 Code.
280
281 (5) The exterior design of the buildings shall be constructed in accordance
282 with the renderings as approved by the Florissant Planning and Zoning
283 Commission and attached hereto.
284
285 (6) All other requirements of the Florissant Municipal Code and other
286 ordinances of the city shall be complied with unless otherwise allowed
287 by this ordinance.
288
289

290 **7. FINAL SITE DEVELOPMENT PLAN**

291 A final site development plan shall be submitted to the Building
292 Commissioner to review for compliance with the applicable "B-5"
293 Planned Commercial Development ordinance prior to recording. Any
294 variations from the ordinance approved by the City Council and/or the
295 conceptual plans attached to such ordinance shall be processed in
296 accordance with the procedure established in the Florissant Zoning Code.
297

298 **8. AMENDMENTS TO THE SITE AND EXTERIOR BUILDING PLANS:**

299
300 Any changes to the approved plans attached hereto must be reviewed by the
301 Building Commissioner. The Building Commissioner must make a determination
302 as to the extent of the changes per the following procedure:
303

- 304 1. The property owner or designate representative shall submit in writing a
305 request for an amendment to the approved plans. The building
306 commissioner shall review the plans for consistency with the purpose and
307 content of the proposal as originally or previously advertised for public
308 hearing and shall make an advisory determination.
309 2. If the building commissioner determines that the requested amendment is
310 not consistent in purpose and content with the nature of the purpose as
311 originally proposed or previously advertised for the public hearing, then
312 an amendment to the special use permit shall be required and a review
313 and recommendation by the planning and zoning commission shall be
314 required and a new public hearing shall be required before the City
315 Council.
316 3. If the building commissioner determines that the proposed revisions are
317 consistent with the purpose and content with the nature of the public
318 hearing then a determination of non-necessity of a public hearing shall be
319 made.
320 4. Determination of minor changes: If the building commissioner determines
321 that an amendment to the special use permit is not required and that the

322 changes to the plans are minor in nature the Building Commissioner may
323 approve said changes.

324 5. Determination of major changes: If the Building Commissioner
325 determines that an amendment to the B-5 is not required but the changes
326 are major in nature, then the owner shall submit an application for review
327 and approval by the Planning and Zoning commission.

328

329

9. VERIFICATION PRIOR TO OCCUPANCY PERMIT

330

331

a. Any new roadway improvements shall be completed prior to the issuance
332 of any final occupancy permit.

333

334

b. Any new stormwater detention shall be completed prior to the issuance of
335 any occupancy permit.

336

337

c. All fencing and/or landscaping intended as screening properties shall be
338 completed prior to the issuance of any occupancy permit, unless remitted
339 by the Director of Public Works due to weather related factors.

340

341

10. GENERAL DEVELOPMENT CONDITIONS.

342

343

a. Unless, and except to the extent, otherwise specifically provided herein,
344 development shall be effected only in accordance with all ordinances of
345 the City of Florissant.

346

347

b. The Department of Public Works shall enforce the conditions of this
348 ordinance in accordance with the Final Site Development Plan approved
349 by the Planning & Zoning Commission and all other ordinances of the
350 City of Florissant.

351

352

9. PROJECT COMPLETION.

353

354

Construction shall start within 120 days of the issuance of building permits for
355 the project and shall be developed in accordance of the approved final
356 development plan within 18 months of start of construction.

357

358

359

360

(End of report and suggested motion)

SITE PLAN FOR **DISCOUNT[®] TIRE**

3200 LINDBERGH BLVD
CITY OF FLORISSANT
ST. LOUIS COUNTY, MISSOURI

DEVELOPER:
DISCOUNT TIRE CO., INC.
20225 N. SCOTTSDALE ROAD
SCOTTSDALE, AZ. 85265
CONTACT: DON THRAILKILL
PHONE: 480-606-5781
FAX: 480-606-4370



LOCATION MAP
N.T.S.

SHEET INDEX

- COVER
- SP1 SITE PLAN
- SP2 SITE PLAN CROSS SECTIONS
- L1.1 LANDSCAPE PLAN
- L1.2 LANDSCAPE SPECS AND DETAILS
- A.1 CONCEPTUAL 1ST FLOOR PLAN
- A000 EXTERIOR ELEVATIONS
- A000 FINISH SCHEDULE
- ES1.0 SITE PHOTOMETRIC PLAN

SUBMITTALS

NO	DATE	COMMENTS
1	05/04/2020	1ST CITY SUBMITTAL

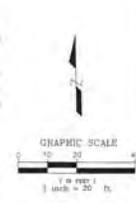
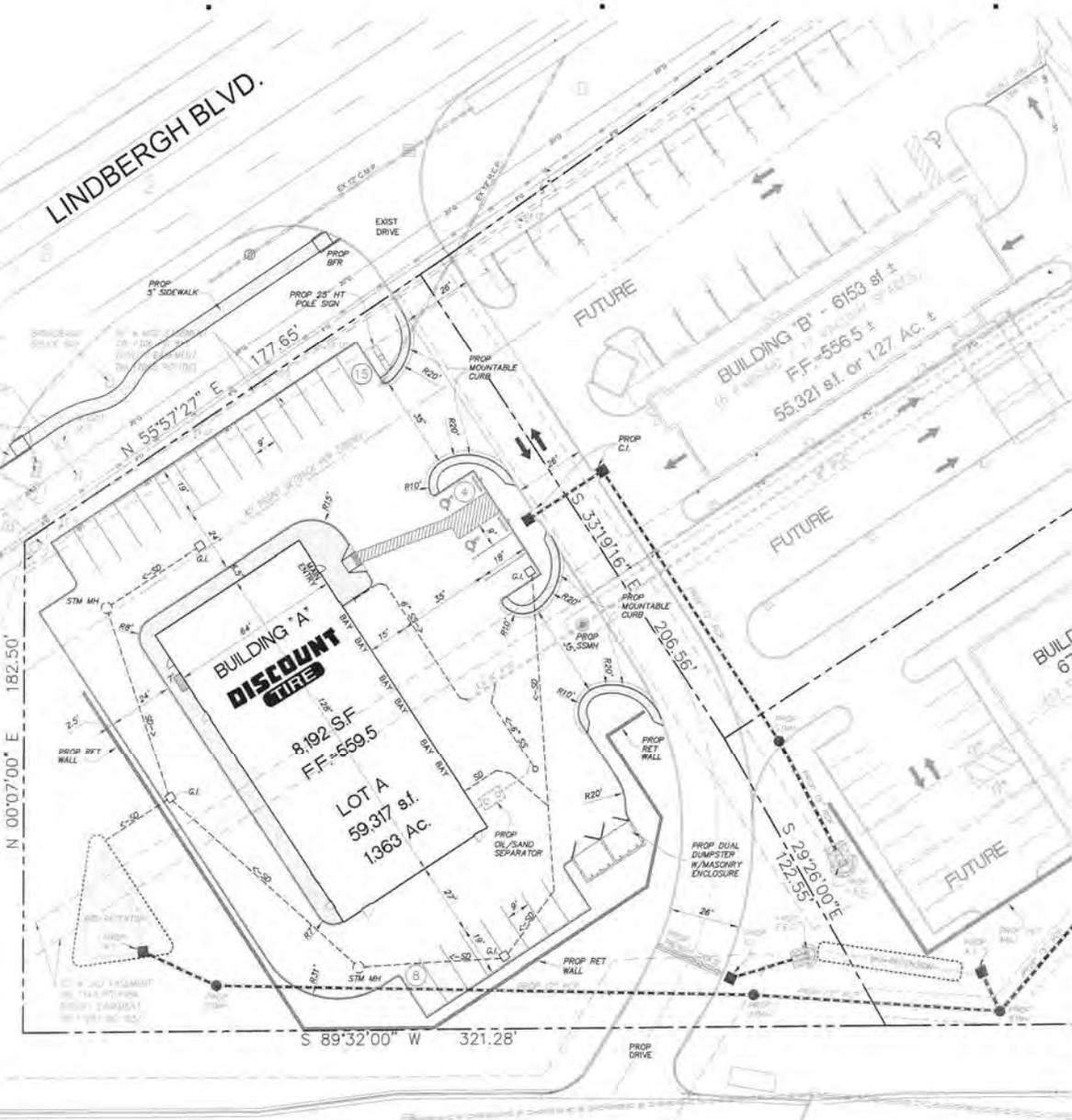
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JUAN A. VASQUEZ, P.E., PC-D19400-0486, ON 05/04/2020



VE **VASQUEZ ENGINEERING, L.L.C.**
1919 S. Shiloh Road
Suite 440, LB 44
Garland, Texas 75042
Ph: 972-278-2948
MO. Registration NO. E-2020010675

DISCOUNT TIRE VE NO. 500-121 CITY OF FLORISSANT, MO.

LINDBERGH BLVD.



EXISTING	LEGEND	PROPOSED
---	PROPERTY LINE	---
---	PAVEMENT	---
---	WALK	---
---	STORM SEWER	---
---	SANITARY SEWER	---
---	U.G. ELECTRIC	---
---	8" GAS LINE	---
---	20" GAS LINE	---
---	OVERHEAD ELIC.	---
---	PARKING COUN.	---
---	LIGHT POLE	---
---	STORM MANHOLE	---
---	GRATE INLET	---
---	STORM MANHOLE (OFFSITE)	---
---	GRATE INLET (OFFSITE)	---

- NOTES
- BOUNDARY & TOPOGRAPHIC INFORMATION BASED ON SURVEY PREPARED BY STICK & ASSOC., DATED 05/24/2020.
 - SUBJECT PROPERTY LIES WITHIN FLOOD ZONE X ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP NUMBER 29188C0000K WITH THE EFFECTIVE DATE OF 03/04/2015.
 - SEE LANDSCAPE PLANS FOR SITE LANDSCAPING & IRRIGATION DESIGN.

SITE SUMMARY TABLE

Site Address	4200 LINDBERGH BLVD.
County	ST. LOUIS
Project Name	DISCOUNT TIRE FLOTTISANT, MO.
Zoning District	88 (EXTENSIVE COMMERCIAL)
Proposed use	RETAIL TIRE STORE
Site Area:	1,363 Acres 59,371 S.F.
Building Area	8,192 S.F.
Building Height:	1 Story - 28'
Lot Coverage:	8,192 / 59,371 = 13.7%
Floor Area Ratio:	8,192 S.F. / 59,371 = 0.138
Parking Required:	1 EMPLOYEE/BACK SHIFT (8143)/SERVICE BAY (13) = 27 SPACES
Parking Provided:	REGULAR = 25 SPACES HANDICAP = 2 SPACES TOTAL = 27 SPACES
Impervious Area:	40,567 S.F.
Impervious Area Ratio:	40,567 S.F. / 59,371 = 68.3%
Pervious Area Ratio:	18,804 S.F. / 59,371 = 31.7%

LEGAL DESCRIPTION
PROPOSED LOT A

A tract of land being part of Lot 12 2d' of subdivision commercial, Township 47 North, Range 8 East, City of Floissant, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the northern most corner of Lot 1A, of subdivision of Lot 1 of Lewis Subdivision, as recorded in Plat Book 383 Page 422 of the St. Louis County records, being on the southeast right of way line of Lindbergh Boulevard, thence North 55 degrees 57 minutes 27 seconds East, along said southeast line 177.65 feet, thence South 33 degrees 19 minutes 16 seconds East, 206.56 feet, thence South 29 degrees 20 minutes 00 seconds East, 122.05 feet to the north line of above said Lot 1A, being on the south line of above said Lot 12, thence South 50 degrees 32 minutes 00 seconds West, along said south line of Lot 12 a distance of 321.28 feet to an interior corner of above said Lot 1A, thence bearing said south line, from 00 degrees 07 minutes 00 seconds East, along said Lot 1A, 182.50 feet to the POINT OF BEGINNING.

Containing 59,371 square feet or 1.363 acres, more or less. According to calculations performed by Stick & Associates in February 2020.

VASQUEZ ENGINEERING LLC.
1919 S. Shiloh Road
St. Louis, MO 63104
Call: 314.754.2942
Fax: 314.754.2948
Reg No. E-2020010075

DISCOUNT TIRE
FLOTTISANT, MO.

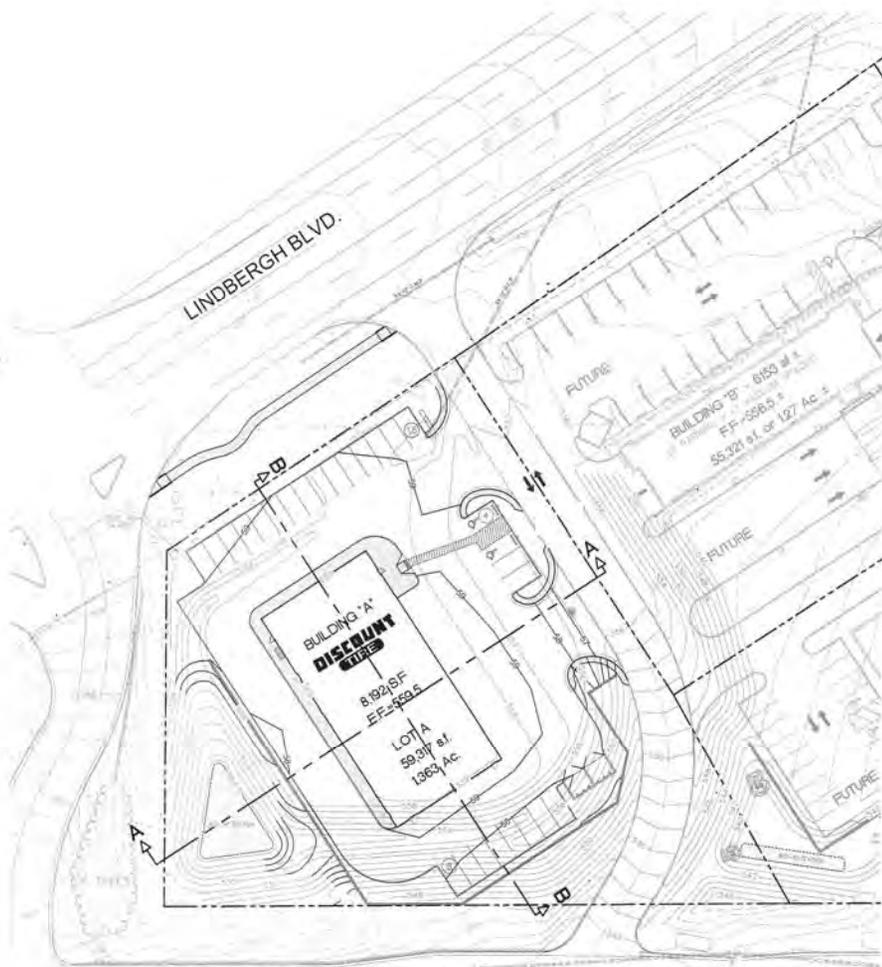
CONSTRUCTION DOCUMENT

500.121
05/04/2020
JHM
JAV

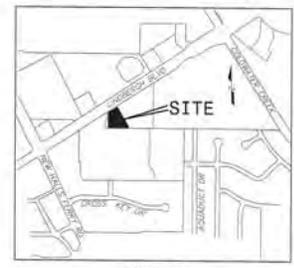


SITE PLAN

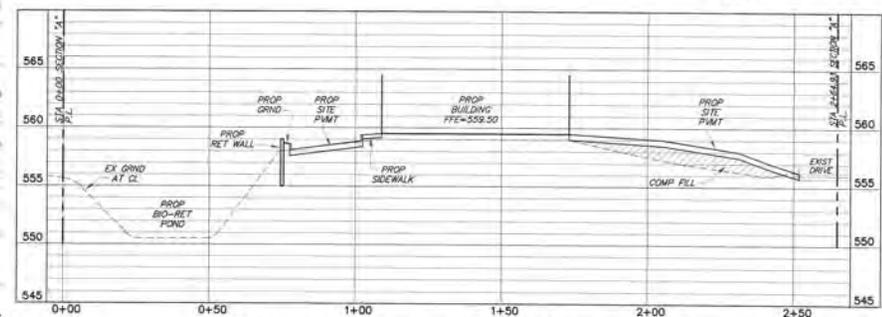
SP1



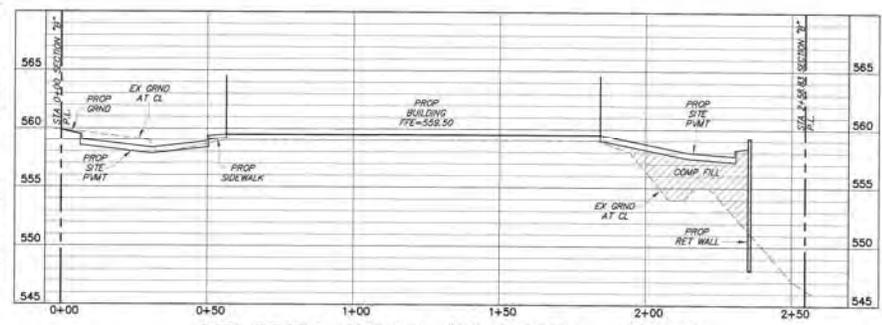
EXISTING	LEGEND	PROPOSED
---	PROPERTY LINE	---
---	PAVEMENT	---
---	RAIL	---
---	STONE SEWER	---
---	SANITARY SEWER	---
---	CONTOUR	---
---	CONTOUR (BY OTHERS)	---



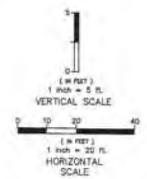
VASQUEZ ENGINEERING L.L.C.
 1919 S. Shiloh Road
 Suite 440, LB 44
 Garland, Texas 75042
 Ph: 972.278-2948
 Reg. No. E-2020010675



SITE CROSS-SECTION "A" (EAST - WEST)



SITE CROSS-SECTION "B" (NORTH - SOUTH)



**DISCOUNT
TIRE**
 FLORESSANT, MO

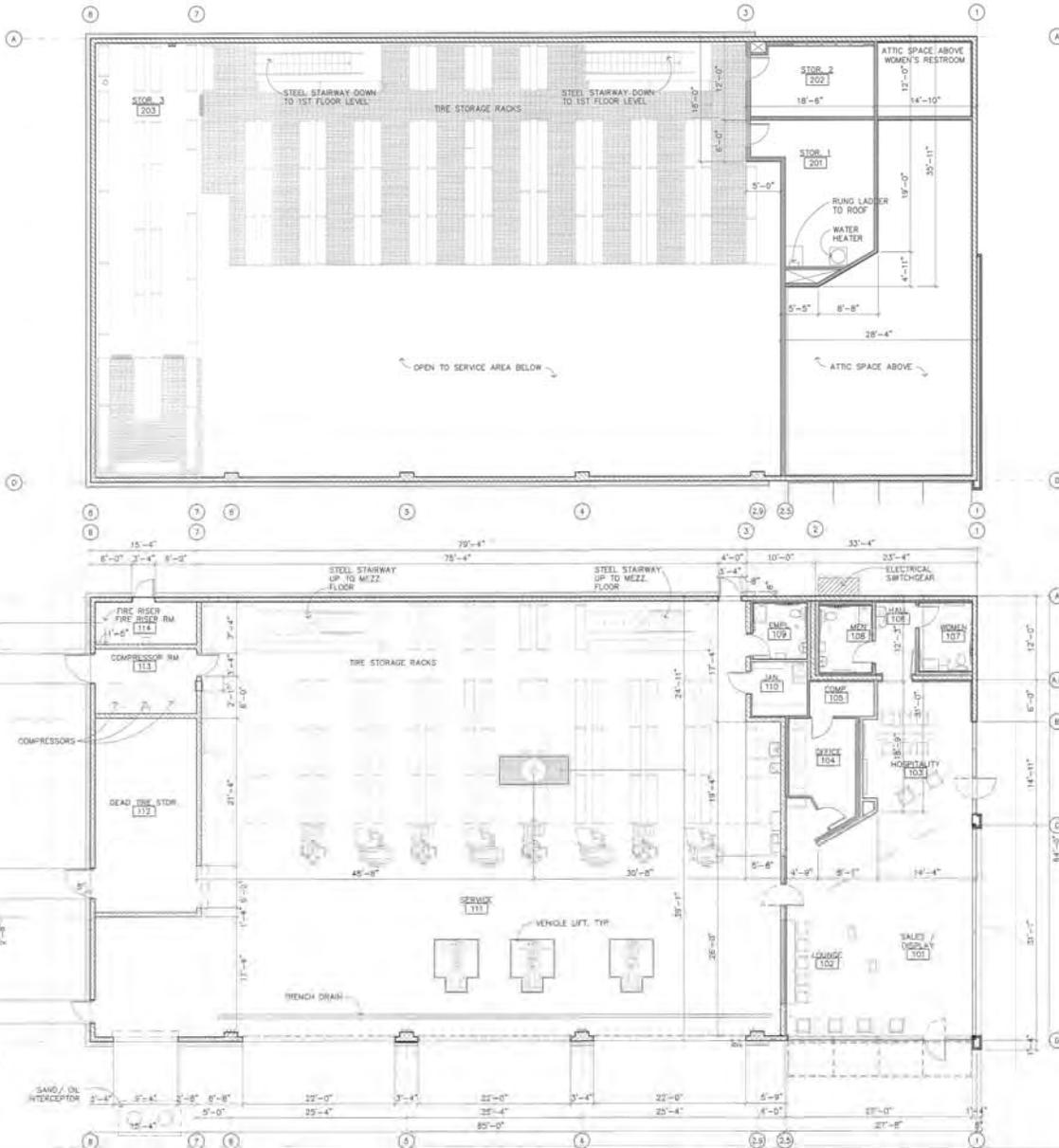
CONSTRUCTION DOCUMENT

500.131
 05/04/2020
 J.M.M.
 J.A.V.



SITE PLAN
 CROSS SECTIONS

SP2



Building Area Breakdown	
GROUND FLOOR AREA	
"M" OCCUPANCY:	
SALES / DISPLAY	671.42 S.F.
LOUNGE / SEATING	177.82 S.F.
HOSPITALITY	262.51 S.F.
OFFICE	152.22 S.F.
COMPUTER	46.25 S.F.
HALL	58.21 S.F.
MEN	71.39 S.F.
WOMEN	73.11 S.F.
EMPLOYEE JANITOR ROOM	62.36 S.F.
EMPLOYEE JANITOR ROOM	81.87 S.F.
"S-1" OCCUPANCY:	
SERVICE	5417.03 S.F.
RECYCLE TIRE	410.67 S.F.
COMPRESSOR ROOM	136.89 S.F.
FIRE RISER ROOM	88.00 S.F.
(NET AREA/USABLE) 7668.15 S.F.	
TOTAL GROUND FLOOR AREA: 8,192 S.F.(BLDG. FOOTPRINT)	
MEZZANINE LEVEL AREA:	
"S-1" OCCUPANCY:	
STORAGE # 1	292.03 S.F.
STORAGE # 2	178.14 S.F.
STORAGE # 3	895.08 S.F.
WALKING GRATE:	1,529.81 S.F.
(NET AREA/USABLE) 2,694.86 S.F.	



CONCEPTUAL MEZZ. FLOOR PLAN

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



CONCEPTUAL 1ST FLOOR PLAN

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

REV:
ALT - 2R
DATE: 05.04.20
JOB # A.2002025



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CONCEPTUAL FLOOR PLANS

**3200 N. HIGHWAY 67
 FLORISSANT, MO 63033**



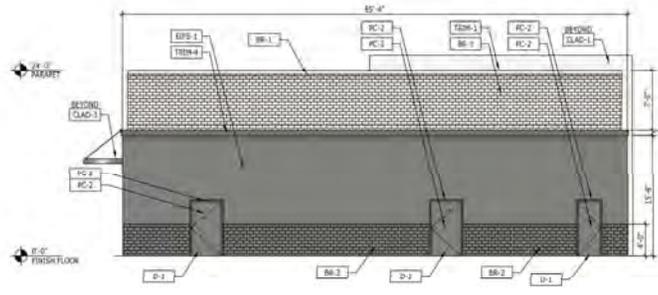
PLUMP ENGINEERING INC.
 CONSULTING ENGINEERS
 STRUCTURAL, MECHANICAL, PLUMBING,
 ELECTRICAL, CIVIL, SURVEYING,
 ARCHITECTURAL
 914 E. KATELLA AVENUE, ANAHEIM, CA 92805
 P (714) 285-1835 F(714) 285-1834
 www.plumpgroup.com

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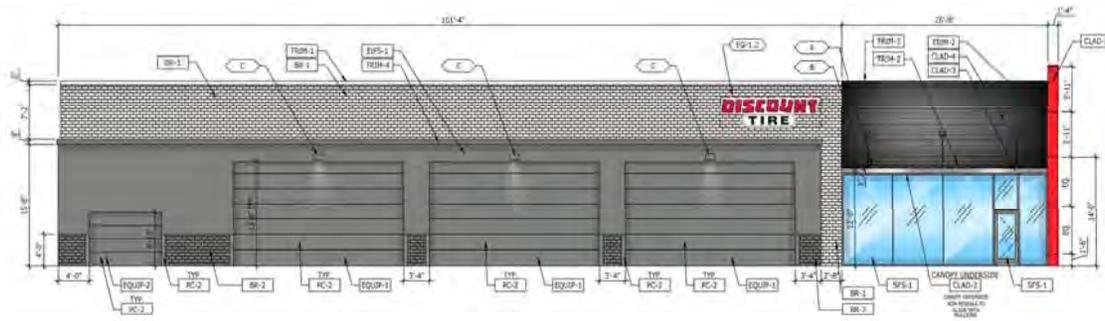
A.1



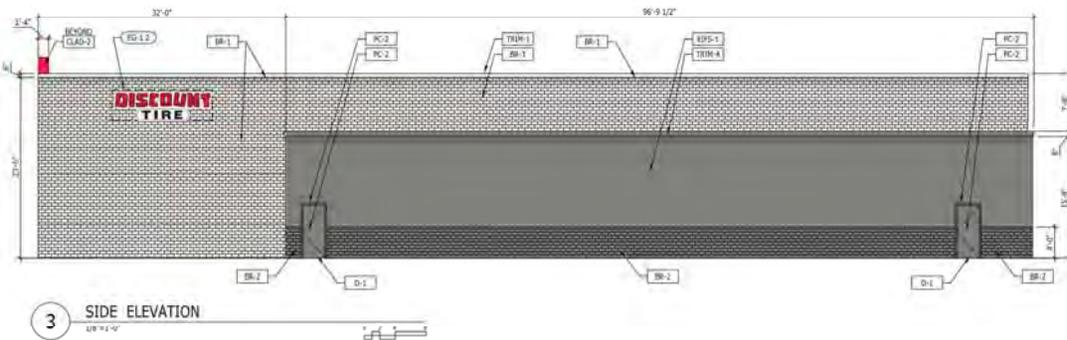
1 STORE FRONT WITH FRAME
1/8"=1'-0"



4 SIDE ELEVATION
1/8"=1'-0"



2 CUSTOMER ENTRY AND GARAGE DOOR ELEVATION
1/8"=1'-0"



3 SIDE ELEVATION
1/8"=1'-0"

**DISCOUNT
TIRE**

3200 N. HIGHWAY 67
FLORISSANT, MO 63033

Design Intent Documents

ChangeUp

2050 BYERS ROAD
MAAMSBURG, OH 45042

FOR REFERENCE
ONLY - NOT FOR
CONSTRUCTION

© 2020 CHANGEUP, INC.

No.	Description	Date

PROJECT NUMBER	
DATE	04.30.2020
DRAWN BY	MAD
CHECKED BY	JC

SHEET NAME	EXTERIOR ELEVATIONS
------------	---------------------

SHEET #	A000
---------	------

DISCOUNT TIRE - EXTERIOR MATERIAL SCHEDULE							
DATE	CODE	MATERIAL	NOTES	MANUFACTURER	PRODUCT	DESCRIPTION	MANUFACTURER REPRESENTATIVE CONTACT INFORMATION
14/03/2020	BR-1	BRICK	FLANNING BOARD	OLEN GERY	GLAZED BRICK 306	ASPEN WHITE MATTE	COMPANY: DIVISION 4 NAME: JIM STRADLEY P: 314.388.7822 E: STRADJ@DIVISION4.COM W: WWW.DIVISION4.COM
	BR-2	BRICK	FLANNING BOARD	TBD BY CONTRACTOR	BRICK SHOULD MEET ASTM C211 GRADE SW TYPE F88	VELOUR PAINTED TO MATCH SW TSP DIV SCALE	COMPANY: DIVISION 4 NAME: JIM STRADLEY P: 314.388.7822 E: STRADJ@DIVISION4.COM W: WWW.DIVISION4.COM
	CLAD-2	ACP		SA COMPOSITES	ALUOBOND	MATTE PATRIOT RED	COMPANY: SA COMPOSITES NAME: MIKE CALDWELL P: 774.862.8822 E: MIKE.CALDWELL@SACOMPOSITES.COM W: WWW.SACOMPOSITESUSA.COM
	CLAD-3	ACM		SA COMPOSITES	ALUOBOND	MATTE BRUSHED STAINLESS	COMPANY: SA COMPOSITES NAME: MIKE CALDWELL P: 774.862.8822 E: MIKE.CALDWELL@SACOMPOSITES.COM W: WWW.SACOMPOSITESUSA.COM
	CLAD-4	CORRUGATED METAL		ATAS INTERNATIONAL	CORRUGATED PANEL 348 ALUMINUM	BLACK (G)	COMPANY: ATAS INTERNATIONAL NAME: EDWARD WEBB P: 484.221.4577 E: EDWARDS@ATAS.COM W: WWW.ATAS.COM
	ERS-1	ERS		DRYVET	OUTSULATION PLUS HD SYSTEM	SAND FIBRELS FIBRE TINTED TO MATCH SW TSP DIV SCALE	COMPANY: DRYVET SYSTEMS NAME: BOB SALES P: 731.378.9684 E: BOB.SALES@DRYVET.COM W: WWW.DRYVETSYSTEMS.COM
	MS-1	MORTAR		TBD BY CONTRACTOR		TO MATCH BR-2	COMPANY: GENERAL CONTRACTOR NAME: P: E: W:
	MS-2	MORTAR		TBD BY CONTRACTOR		TO MATCH BR-1	COMPANY: GENERAL CONTRACTOR NAME: P: E: W:
	D-1	HOLLOW METAL DOOR		TBD BY CONTRACTOR		PARTED TO MATCH P-1	COMPANY: GENERAL CONTRACTOR NAME: P: E: W:
	EQDP-1	LARGE ROLLING DOOR	REFER TO DESIGN DOCUMENT FOR EXACT SIZING PER LOCATION	OVERHEAD DOOR	ROLLING STEEL SERVICE DOOR 60'	POWDER COAT TO MATCH RAL 7017	COMPANY: OVERHEAD DOOR NAME: CUSTOMER SERVICE P: 888.532.4148 E: INFO@OVERHEADDOOR.COM W: WWW.OVERHEADDOOR.COM
	EQDP-2	SMALL ROLLING DOOR	REFER TO DESIGN DOCUMENT FOR EXACT SIZING PER LOCATION	OVERHEAD DOOR	ROLLING STEEL SERVICE DOOR 8'4"	POWDER COAT TO MATCH RAL 7017	COMPANY: OVERHEAD DOOR NAME: CUSTOMER SERVICE P: 888.532.4148 E: INFO@OVERHEADDOOR.COM W: WWW.OVERHEADDOOR.COM
	FG-1	ROU LIGED					
	FG-2	PUMPAHEAD		TRUPERTAC	PUMPAHEAD	TO MATCH RAL FULLY WHITE	COMPANY: TRUPERTAC NAME: CUSTOMER SERVICE P: 888.532.4148 E: CUSTOMERSERVICE@TRUPERTAC.COM W: TRUPERTAC.COM
	FR-1	STOREROOM	CONTACT MANUFACTURER FOR PAINT FINISH REQUIREMENTS PER LOCATION AS NEEDED	ARCADA	FRAMING: ARCADA ATOM1 GLASS: ADO 834P FURNITURE: CUSTOMER MID-LEVEL ENTRY DOORS: (BY OVERHEAD CONCEALED CLOSER, DOUBLE ACTION), FURNITURE: BOSS, CHAIRS & THERMUR	FINISH: CLEAR ANODIZED	COMPANY: ARCADA INC NAME: CUSTOMER SERVICE P: 303.774.9819 E: INFO@ARCADAINC.COM W: WWW.ARCADAINC.COM
	FRM-1	FLASHING	AT TOP OF BR-1	ATAS INTERNATIONAL	FLASHING	BOSS WHITE (G)	COMPANY: ATAS INTERNATIONAL NAME: EDWARD WEBB P: 484.221.4577 E: EDWARDS@ATAS.COM W: WWW.ATAS.COM
	FRM-2	TRIM	AROUND CORRUGATED METAL	ATAS INTERNATIONAL	ELITE TRIM SERIES	BLACK (G)	COMPANY: ATAS INTERNATIONAL NAME: EDWARD WEBB P: 484.221.4577 E: EDWARDS@ATAS.COM W: WWW.ATAS.COM
	FRM-3	FLASHING	AT TOP OF CORRUGATED METAL	ATAS INTERNATIONAL	FLASHING	BLACK (G)	COMPANY: ATAS INTERNATIONAL NAME: EDWARD WEBB P: 484.221.4577 E: EDWARDS@ATAS.COM W: WWW.ATAS.COM
	FRM-4	FLASHING	AT TOP OF BR-1	ATAS INTERNATIONAL	FLASHING	BLACK (G)	COMPANY: ATAS INTERNATIONAL NAME: EDWARD WEBB P: 484.221.4577 E: EDWARDS@ATAS.COM W: WWW.ATAS.COM

DISCOUNT TIRE
3200 N. HIGHWAY 67
FLORISSANT, MO 63033

Design Intent Documents

ChangeUp
2088 BYERS ROAD
MEMPHIS, TN 38122

FOR REFERENCE ONLY - NOT FOR CONSTRUCTION

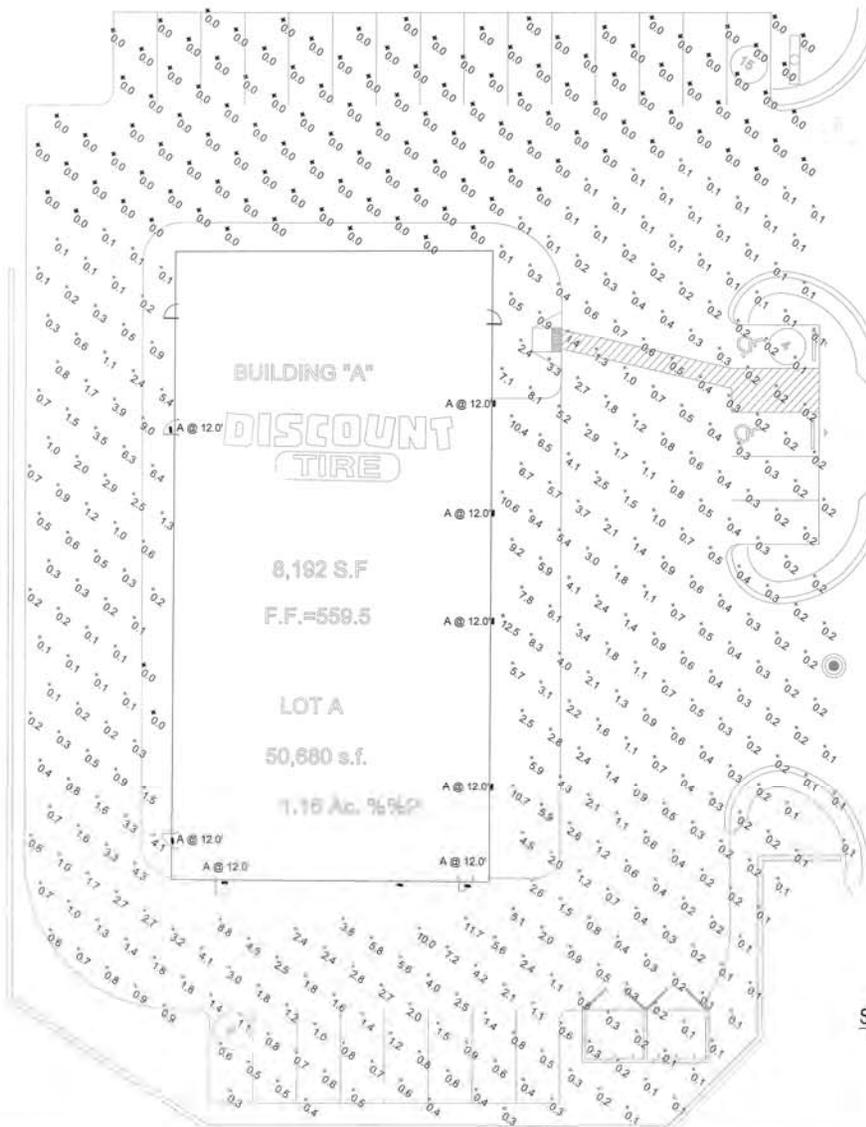
© 2020 CHANGEUP, INC.

No.	Description	Date

PROJECT NUMBER:
DATE: 04.30.2020
DRAWN BY: MAD
CHECKED BY: JC

SHEET NAME:
FINISH SCHEDULE

SHEET #:
A000



SITE PHOTOMETRIC PLAN
SCALE: 1"=1'-0"



Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #2	+	1.1 fc	12.5 fc	0.0 fc	N/A	N/A

Schedule											
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
—	A	1	COOPER LIGHTING SOLUTIONS - LUMARK (FORMERLY SATON)	WPALED15	MEDIUM LED WALL PACK - 50W, 4000K, Warmwhite ABSOLUTE PHOTOMETRIC Y IS BASED ON CALIBRATED FACTORS CREATED USING LAS LUMEN STANDARDS IN GONOPHOT OSMETER WITH TEST DISTANCE OF 28.75 FEET		1	WPALED15.rvt	6201	0.8	55.1

REV:
DATE: 03.03.20
JOB # A.2002025

ALT - 1R



THIS PLAN IS PROPERTY OF PLUM-GRUP ARCHITECTURE & ENGINEERING. THIS DRAWING IS LOANED WITHOUT OTHER CONSIDERATION FROM THE SUBMITTER AND CONSTRUCTION SHALL NOT BE REPRODUCED, COPIED, OR OTHERWISE DERIVED OR DIRECTLY OR INDIRECTLY AND SHALL NOT BE USED IN WHOLE OR IN PART TO ASSIST IN MARKING OR TO FURNISH ANY INFORMATION FOR THE MARKING OF DRAWINGS. PRIVATE, WITHOUT THE WRITTEN PERMISSION. THE ACCEPTANCE OF THIS DRAWING SHALL BE CONSIDERED AN ACCEPTANCE OF THE ASSUMING CONDITIONS.

3200 N. HIGHWAY 67
FLORISSANT, MO 63033



PLUM ENGINEERING INC.
CONSULTING ENGINEERS
STRUCTURAL, MECHANICAL, PLUMBING,
ELECTRICAL, CIVIL, SURVEYING,
ARCHITECTURAL
214 E. MATTELLA AVENUE, ANAHEIM, CA 92805
P (714) 385-1835 F (714) 385-1834
www.plumcorp.com

Sheet No.
ES1.0



CITY OF FLORISSANT

PUBLIC HEARING NOTICE

A Public Hearing will be held by the Florissant City Council in the Council Chambers, 955 rue St. Francois, Florissant, MO., on Monday, June 22, 2020 at 7:30 p.m. on the following proposition, to-wit:

To rezone the property located at 1605-1685 N Highway 67 from B-1 “Local Shopping District” to B-3 “Extensive Commercial District” to be consistent with the comprehensive plan.

Citizens will have an opportunity to be heard. Anyone with special needs should contact the City Clerk at least 5 days before said public hearing by calling 839-7630 or TDD 839-5142.

**CITY OF FLORISSANT,
Karen Goodwin, City Clerk.**

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MEMORANDUM



CITY OF FLORISSANT- Building Division

"Preserve and improve the health, safety, and welfare of our residents, businesses and the general public in the City of Florissant; while at the same time maintaining property values and improving the quality of life in the City of Florissant."

To: Planning and Zoning Commissioners Date: May 21, 2020

From: Philip E. Lum, AIA-Building Commissioner c: Todd Hughes, P.E.,
Director Public Works
Deputy City Clerk
Applicant
File

Subject: **1605-1685 N Hwy 67** Request Recommended Approval of a Rezoning from an 'B-1' Local Shopping District to a 'B-3' Extensive Business District.

STAFF REPORT
CASE NUMBER PZ-060120-4

I. PROJECT DESCRIPTION:

This is a request for Recommended Approval of a Rezoning from a from a 'B-1' Local Shopping District to a 'B-3' Extensive Business District.

II. EXISTING SITE CONDITIONS:

The existing property at **1605-1685 N Hwy 67** is a property which is partially occupied and appears to fall within the 'B-1' Local Shopping District. The petitioner requested the re-zoning to allow additional Uses of the property.

The subject property is approximately 0.66 Acres. There is a survey attached which shows the boundary limits.

The existing building was built in 1978 per County record.

41 **III. SURROUNDING PROPERTIES:**

42
43 The properties to the West is 1575 N Highway 67 (Cugino's) is zoned similarly in the 'B-
44 1' Local Shopping District, but should not be in the opinion of staff. The properties to
45 the North are 44, 46, 48 and 50 St Celeste in the 'R-4' Single Family Dwelling District.
46

47 **IV. STAFF ANALYSIS:**

48
49 A Survey by Baseline Surveyors, Inc. dated 4/20/2005 was presented.
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51 Why do properties exist along the highway in the 'B-1' Local Shopping District?
52 During the adoption of the zoning code, Uses may have been examined and compared to
53 those existing in St. Louis County in order to create a zoning map for the City with those
54 Uses being the closest. Districts were then assigned accordingly to the City.
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56 This practice led to some odd property zoning that followed highway development,
57 which now appear to make 'B-1' Local Shopping District inappropriate for location along
58 the highway.
59

60 A check of the city Comprehensive Plan update 2004, indicates that the property should
61 merely remain a commercial zone.
62

63 **III. STAFF RECOMENDATIONS:**

64
65 After analysis, staff advises changing the zoning to the 'B-3' Extensive Business District,
66 which is still consistent with the Comprehensive Plan.
67

68 **Suggested Motion Re-zoning:**

69
70 I move to recommend approval for the Re-zoning of 1605-1685 N Hwy 67 to the
71 'B-3' Extensive Business District.
72 *with screening per 405.245 or (temporarily) install slats in exist.*
73 *(End of report and suggested motion) chainlink fence*
74

**RE-ZONING APPLICATION TO THE PLANNING AND ZONING
COMMISSION CITY OF FLORISSANT, MISSOURI**



PLANNING & ZONING ACTION:

**RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN**

Address of Property:

1605 - 1685 N. HWY 67
FLORISSANT, MO 63031

Council Ward _____ Zoning _____

SIGN.

[Handwritten Signature]

DATE:

6-11-2020

Initial Date Petitioner Filed _____
(Building Commissioner complete)

PETITION FOR REZONING FROM A CURRENTLY ZONED B1 DISTRICT TO
A B3 ZONING DISTRICT IN COUNCIL WARD _____
Enter zoning classification request

I) Comes Now CEDRICK PIMENTEL
(Individual's name, corporation, partnership, etc.)
Enter name of petitioner. If a corporation, state as such. If applicable include DBA (Doing Business As).

and states to the Planning and Zoning Commission that he (she) (they) has (have) the following legal interest in the tract of land located in the City of Florissant, State of Missouri, described on page 3 of this petition.

Legal interest in the Property) THE ESPERANZA M. PIMENTEL TRUST
State legal interest in the property. (i.e., owner of property, lease); also submit copy of deed or lease or letter of authorization from owner to seek a special use.

If other than title, give date of contract _____ and expiration date of Contract _____

- A. The petitioner(s) hereby state that he (she) (they) is (are) hereby submitting a description of the entire parcel or tract of land owned by the holder of the fee simple title, giving bearing and distances.
- B. The petitioner (s) hereby states that he (she) (they) is (are) submitting a description of the property for which the Permit is petitioned, giving bearings & distances (metes and bounds). Not required if description is identical to "A".
- C. The petitioner (s) hereby states that he (she) (they) is (are) submitting a survey or plat of the property described in "A" above, drawn to scale of 100 feet or less to the inch, referenced to point easily located on the ground as street intersection, centerline of creek having a generally known name, etc., showing dimensions (bearings and distances) of property, north point and scale. If property is being described in "A" above, designate said property and show dimensions of same.

D. Acreage to nearest tenth of an acre of the property for which rezoning is petitioned 0.66

2. The petitioner(s) hereby further state(s) that the property herein described in this petition is presently zoned in a B1 District and is presently being used for offices and prior automobile shop.
Enter current zoning district.
State current use of property, (or, state: vacant).

3. The petitioner(s) hereby state(s) that the following factors justify the rezoning of the property hereby described in this petition: (If more space is needed, separate sheets may be attached).

In relation to other zoned property in the area B3 is more appropriate zoning for this property.
List factor's to justify the re-zoning.

4. The petitioner(s) further states(s) that they (he) (she) can comply with all of the requirements of the City of Florissant, including setback lines and off-street parking

5. The petitioner(s) further state(s) that they (he) (she) further represent(s) and warrants that they (he) (she) 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 application.

PRINT PETITIONER'S NAME CEDRICK PIMENTEL, trustee
Print Name

PETITIONER(S) SIGNATURE (S) Cedrick Pimentel

FOR THE ESPERANZA M. PIMENTEL TRUST
(company, corporation, partnership)

Print and sign application. If applicant is a corporation or partnership signature must be a CORPORATE OFFICER or PARTNER. NOTE: Corporate officer is an individual named in corporate papers.

6. I (we) hereby certify that (indicate one of the following):
() I (we) have a legal interest in the herein above described property.
() I am (we are) the duly appointed agent(s) of the petitioner (s), and that all information given here is true and a statement of fact.

Petitioner may assign an agent to present petition to the Commission and Council. The agent must sign the petition in this section, and provide address and telephone number

SIGNATURE Cedrick Pimentel

ADDRESS 111 TALL PINES CT, FENTON, MO 63026
STREET CITY STATE ZIP CODE

TELEPHONE NUMBER 314-583-8472
BUSINESS

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

Cedrick Pimentel
Signature of Petitioner(s) or Authorized Agent

NOTE: Be advised when the petitioner and/or his duly authorized agent appears before the Planning and Zoning Commission and make the presentation, the same individuals must also appear before the City Council for that presentation. Also if the descriptions of plats or surveys are incorrect, or if the petition form is not correctly and completely filled out it will be returned for corrections and may have to be re-submitted.

Please check the box for the appropriate type of operation then fill in applicable section (a), (b) or (c). Corporations are to submit copy of Missouri corporate papers with registration papers.

1) Type of Operation: ~~Individual~~ Partnership: Corporation:

(a) If an individual:

(1) Name and Address ^{of trust} ~~Address~~ TRUST THE ESPERANZA M. PIMENTEL TRUST
(2) Telephone Number 314-583-8472
(3) Business Address ^{trustee address} 111 TALL PINES CT., FENTON, MO 63026
(4) Date started in business ^{Date Trust started} 6/7/2012
(5) Name in which business is operated if different from (1) _____
(6) If operating under a fictitious name, provide the name and date registered with the State of Missouri, and a copy of the registration.

(b) If a partnership:

(1) Names & addresses of all partners _____
(2) Telephone numbers _____
(3) Business address _____
(4) Name under which business is operated _____
(5) If operating under fictitious name, provide date the name was registered with the State of Missouri, and a copy of the registration.

(c) If a corporation:

(1) Names & addresses of all partners _____
(2) Telephone numbers _____
(3) Business address _____
(4) State of Incorporation & a photocopy of incorporation papers _____
(5) Date of Incorporation _____
(6) Missouri Corporate Number _____
(7) If operating under fictitious name, provide the name and date registered with the State of Missouri, and a copy of registration. _____
(8) Name in which business is operated _____
(9) Copy of latest Missouri Anti-Trust. (registration of corporate officers) If the property location is in a strip center, give dimensions of your space under square footage and do not give landscaping information.

Please provide a Plat with the following information requested: *Survey description - type in word.*

1. The location of present property, U.S. survey, section, township and range lines of incorporated areas.
2. The proposed location and width of streets, alleys, lots, building and setback lines and easements.
3. Existing sanitary and storm sewers, water mains, culverts and other underground structures within the tract or immediately adjacent thereto. The location and size of the nearest water main and sewer or outlet are to be indicated upon the plat.
4. The title under which the proposed subdivision is to be recorded and the name of the petitioner platting the tract.
5. The names and adjoining boundaries of all adjoining subdivisions and the names of owners of adjoining parcels of un-subdivided land as shown on public records.
6. Existing contours with intervals of not more than five (5) feet referred to sea level datum.
7. North point, scale and date.
8. Location of parks and other public or semi-public area.
9. Statement of type of sanitary sewers or other sewage disposal facilities.

PLEASE SUBMIT NINE (9) FOLDED COPIES OF THE FOLLOWING: *Scan & send to Florissant*

1. Plan or drawing showing zoning of adjoining properties.
2. Plan or drawing showing location of property in relation to major streets and all adjoining properties.
3. Drawing showing measurement of tract and overall area of tract.
4. Plan or drawing showing existing/proposed structures, parking layout, landscaping, parking lighting, signage and trash container screening.

PROVIDE LEGAL DESCRIPTION OF PROPERTY PERTAINING TO THIS PETITION

(Close legal description with acreage to the nearest tenth of an acre).

Provide a legal description of the property, list full written legal description with bearings and distances.

PROVIDE LOCATION MAP SHOWING AREA INVOLVING THIS PETITION

Provide a drawing of a location map showing the nearest major intersection or include on plans.

LAND DESCRIPTION

LOT A "FLORVALLEY", AND PART OF LOT 55 OF "ST. FERDINAND COMMONS", IN THE CITY OF FLORISSANT, ST. LOUIS OUNTY, MISSOURI

PARCEL NO. 1

LOT "A" OF FLORVALLEY, A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 48 PAGE 14 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE; EXCEPTING THEREFROM THAT PART TAKEN FOR SUPPLEMENTARY STATE HIGHWAY ROUTE M-140 UNDER CONDEMNATION SUIT 288387 OF THE ST. LOUIS COUNTY CIRCUIT COURT, A CERTIFIED COPY OF COMMISSIONERS REPORT BEING RECORDED IN BOOK 6319 PAGE 1954.

PACEL NO. 2

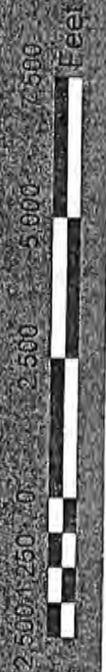
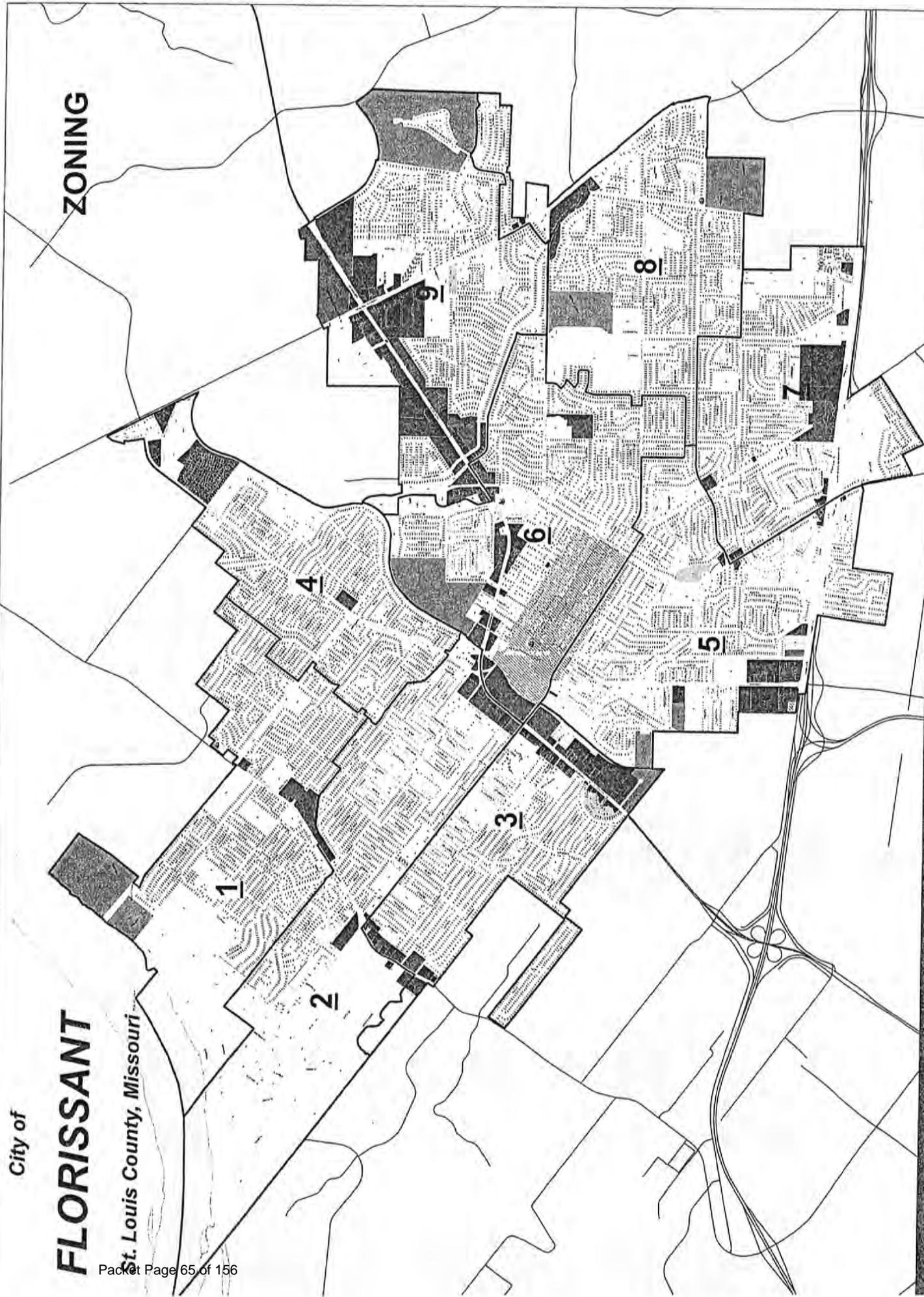
PART OF LOT 55 OF ST. FERDINAND COMMONS, IN ST. LOUIS COUNTY MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE IN THE NORTH LINE OF LINDBERGH BOULEVARD, 60 FEET WIDE, DISTANT 5.84 FEET WEST OF THE SOUTHEAST CORNER OF LOT "A" OF FLORVALLEY; THENCE RUNNING WESTWARDLY ALONG THE NORTH LINE OF LINDBERGH BOULEVARD, SOUTH 55°12' WEST A DISTANCE OF 169.45 FEET TO AN IRON PIPE; THENCE CONTNUING WESTWARDLY ALONG THE NORTH LINE OF LINDBERGH BOULEVARD, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1432.7 FEET, A DISTANCE OF 45 FEET TO AN IRON PIPE; THENCE IN A NORTHWESTERLY DIRECTION NORTH 34°48' WEST, A DISTANCE OF 180.73 FEET TO AN IRON PIPE IN THE SOUTH LINE OF LOT 4 OF FLORVALLEY, SAID POINT BEING DISTANT 8.16 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE RUNNING SOUTHEASTWARDLY ALONG THE SOUTH LINES OF LOTS 4, 3, 2 AND LOT "A", SOUTH 89°34' EAST A DISTANT OF 262.54 FEET TO A POINT IN THE WEST LINE OF LOT "A"; THENCE RUNNING SOUTHWARDLY, SOUTH 34°48' EAST, A DISTANCE OF 30.05 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART TAKEN FOR SUPPLEMENTARY STATE HIGHWAY ROUTE M-140 UNDER CONDEMNATION SUIT 288387 OF THE ST. LOUIS COUNTY CIRCUIT COURT, A CERTIFIED COPY OF COMMISSIONERS REPORT BEING RECORDED IN BOOK 6319 PAGE 1954.

City of

FLORISSANT

St. Louis County, Missouri

ZONING



NOTES CORRESPONDING TO SCHEDULE B

AS PER COMMITMENT NO. _____ DATED _____
 Items listed in Schedule B that pertain to matters of survey.

A Title was not available at time of Survey.

Lot A "FLORVALLEY", and part of Lot 55 of "St. FERDINAND COMMONS", in the City of Florissant, St. Louis County, Missouri

LEGEND

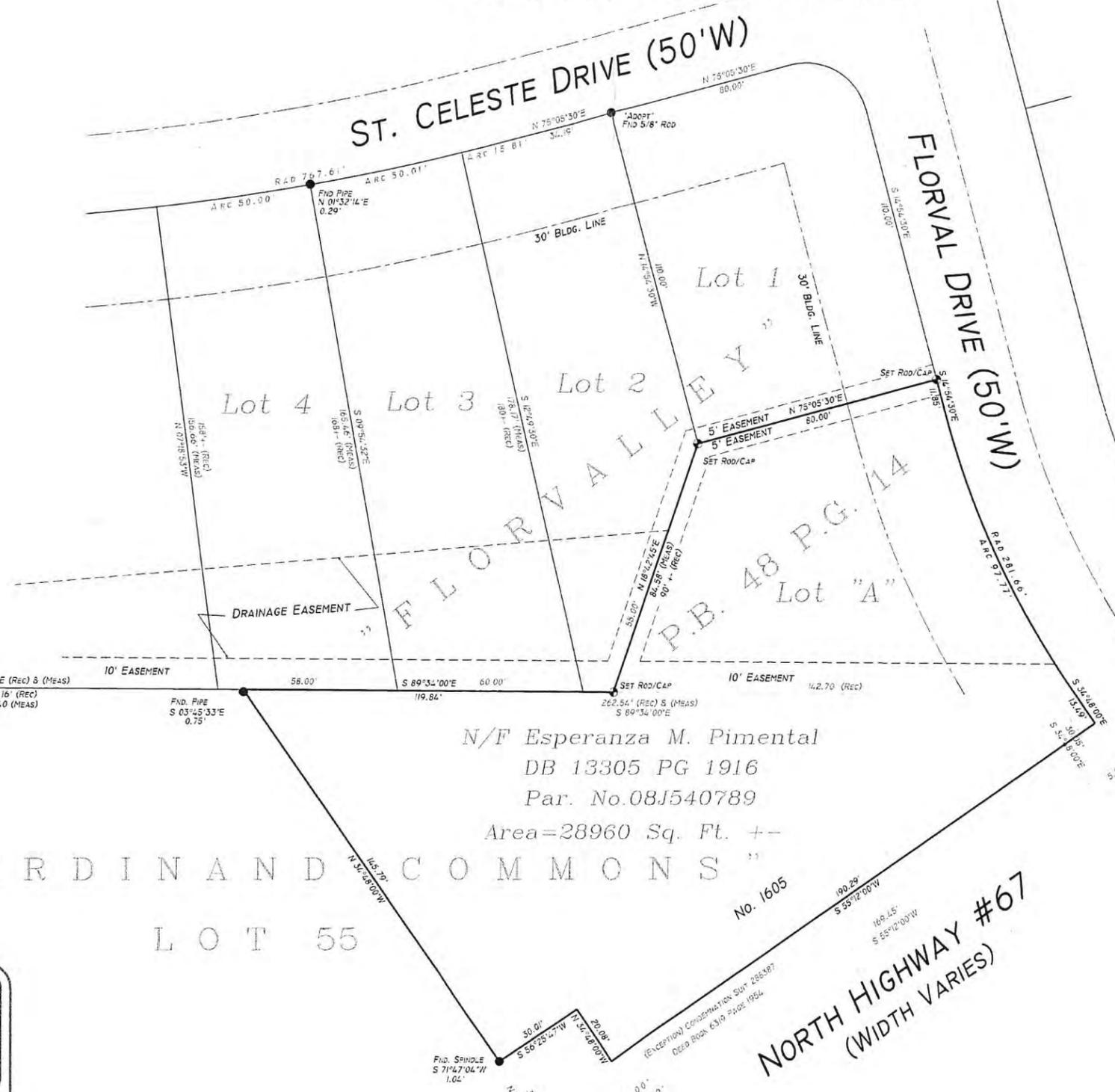
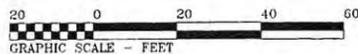
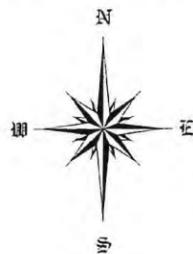
- IPF IRON PIPE FOUND
- IPS IRON PIPE SET
- IRF IRON ROD FOUND
- IRS IRON ROD SET
- CP CALCULATED POINT
- R/W RIGHT-OF-WAY
- EP EDGE OF PAVEMENT
- PP POWER POLE
- TP TELEPHONE PEDESTAL
- RCP REINFORCED CONCRETE PIPE
- CMP CORRUGATED METAL PIPE
- CLF CHAIN LINK FENCE
- WF WOODEN FENCE
- DB DEED BOOK
- PB PLAT BOOK
- PG PAGE
- N/F NOW OR FORMERLY

LAND DESCRIPTION

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 LOT "A" OF FLORVALLEY, A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 48 PAGE 14, OF THE ST. LOUIS COUNTY RECORDER'S OFFICE; EXCEPTING THEREFROM THAT PART TAKEN FOR SUPPLEMENTARY STATE HIGHWAY ROUTE M-140 UNDER CONDEMNATION SUIT 288387 OF THE ST. LOUIS COUNTY CIRCUIT COURT, A CERTIFIED COPY OF COMMISSIONERS REPORT BEING RECORDED IN BOOK 6319 PAGE 1954.

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Basis of Bearing: So. Line "Florvalley"



N/F Esperanza M. Pimental
 DB 13305 PG 1916
 Par. No. 08J540789
 Area = 28960 Sq. Ft. +-
 "ST. FERDINAND COMMONS"
 LOT 55

No. 1605
 NORTH HIGHWAY #67
 (WIDTH VARIES)

Baseline Surveyors Inc.

7909 BIG BEND BLVD.
 WEBSTER GROVES, MO. 63119
 PHONE: (314)-962-7039
 FAX: (314)-962-0391

PREPARED FOR: **ESPERANZA PIMENTAL**

PROJECT LOCATION: **FLORISSANT, MO**

PROJECT ADDRESS: **1605 LINDBERGH FLORISSANT, MO**

PROJECT NAME: **FLORVAL**

JOB #: **FLORVAL**
 Packet Page 66 of 156

FLOOD DATA This property is in Zone X of the Flood Insurance Rate Map, Community Panel No. XXXX and IS/IS NOT in a Special Flood Hazard Area. Field surveying was not performed to determine this zone. An elevation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.

DATE OF ORIGINAL: April 20, 2005
 REVISION: _____ DATE: _____ 2005
 REVISION: _____ DATE: _____ 2005
 REVISION: _____ DATE: _____ 2005



CAUTION
 INFORMATION ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THEREON.

SURVEYOR'S STATEMENT

THIS IS TO STATE, THAT WE HAVE AT THE REQUEST OF ESPERANZA PIMENTAL PREPARED A PROPERTY BOUNDARY SURVEY, ON THE ABOVE DESCRIBED PROPERTY BEING A TRACT OF LAND IN ST. LOUIS COUNTY, MISSOURI AND THAT THE RESULT OF SAID SURVEY IS CORRECTLY REPRESENTED ON THIS PLAT. THIS SURVEY WAS EXECUTED IN COMPLIANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEY.



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MEMORANDUM



CITY OF FLORISSANT- Building Division

"Preserve and improve the health, safety, and welfare of our residents, businesses and the general public in the City of Florissant; while at the same time maintaining property values and improving the quality of life in the City of Florissant."

To: Planning and Zoning Commissioners Date: May 21, 2020

From: Philip E. Lum, AIA-Building Commissioner c: Todd Hughes, P.E.,
Director Public Works
Deputy City Clerk
Applicant
File

Subject: **1605-1685 N Hwy 67** Request Recommended Approval of a Rezoning from an 'B-1' Local Shopping District to a 'B-3' Extensive Business District.

STAFF REPORT
CASE NUMBER PZ-060120-4

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70 I move to recommend approval for the Re-zoning of **1605-1685 N Hwy 67 to the**
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72
73 (End of report and suggested motion)

74

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PACEL NO. 2

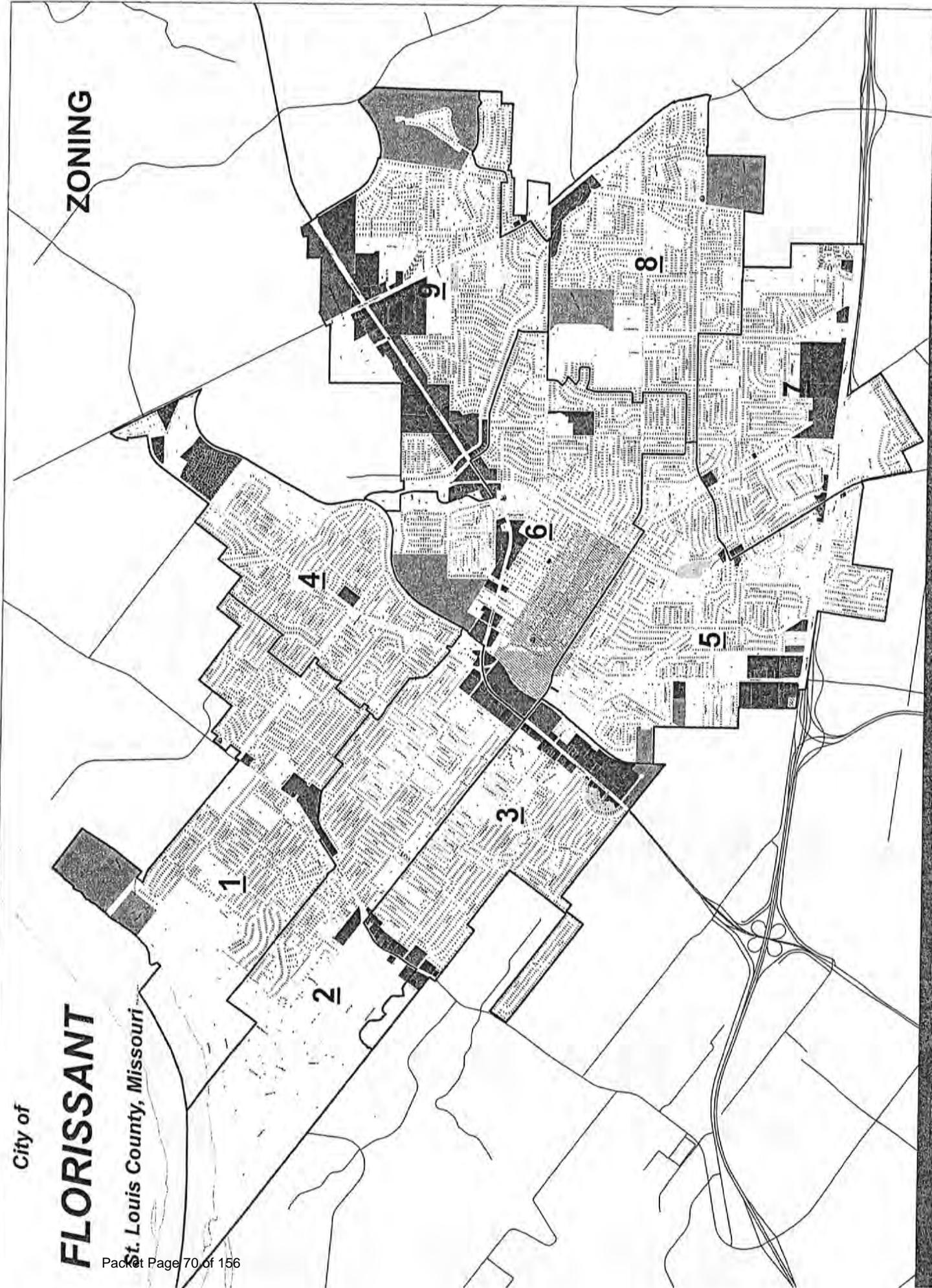
PART OF LOT 55 OF ST. FERDINAND COMMONS, IN ST. LOUIS COUNTY MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE IN THE NORTH LINE OF LINDBERGH BOULEVARD, 60 FEET WIDE, DISTANT 5.84 FEET WEST OF THE SOUTHEAST CORNER OF LOT "A" OF FLORVALLEY; THENCE RUNNING WESTWARDLY ALONG THE NORTH LINE OF LINDBERGH BOULEVARD, SOUTH 55°12' WEST A DISTANCE OF 169.45 FEET TO AN IRON PIPE; THENCE CONTNUING WESTWARDLY ALONG THE NORTH LINE OF LINDBERGH BOULEVARD, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1432.7 FEET, A DISTANCE OF 45 FEET TO AN IRON PIPE; THENCE IN A NORTHWESTERLY DIRECTION NORTH 34°48' WEST, A DISTANCE OF 180.73 FEET TO AN IRON PIPE IN THE SOUTH LINE OF LOT 4 OF FLORVALLEY, SAID POINT BEING DISTANT 8.16 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE RUNNING SOUTHEASTWARDLY ALONG THE SOUTH LINES OF LOTS 4, 3, 2 AND LOT "A", SOUTH 89°34' EAST A DISTANT OF 262.54 FEET TO A POINT IN THE WEST LINE OF LOT "A"; THENCE RUNNING SOUTHWARDLY, SOUTH 34°48' EAST, A DISTANCE OF 30.05 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART TAKEN FOR SUPPLEMENTARY STATE HIGHWAY ROUTE M-140 UNDER CONDEMNATION SUIT 288387 OF THE ST. LOUIS COUNTY CIRCUIT COURT, A CERTIFIED COPY OF COMMISSIONERS REPORT BEING RECORDED IN BOOK 6319 PAGE 1954.

City of

FLORISSANT

St. Louis County, Missouri

ZONING



NOTES CORRESPONDING TO SCHEDULE B

AS PER COMMITMENT NO. _____ DATED _____
 Items listed in Schedule B that pertain to matters of survey.

A Title was not available at time of Survey.

Lot A "FLORVALLEY", and part of Lot 55 of "St. FERDINAND COMMONS", in the City of Florissant, St. Louis County, Missouri

LEGEND

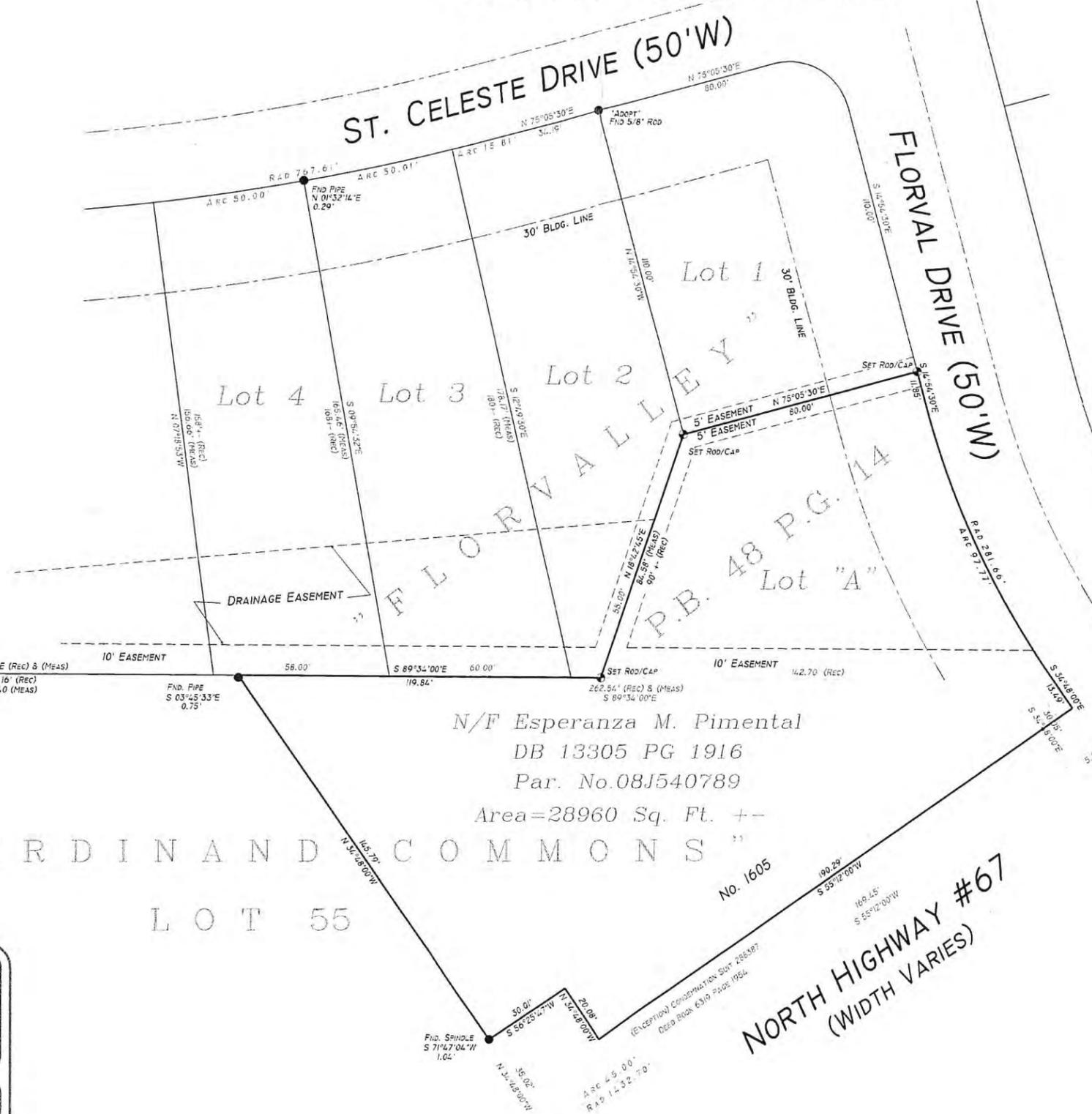
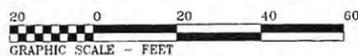
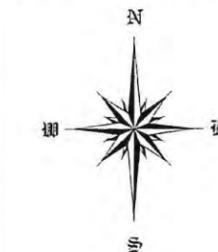
- IPF IRON PIPE FOUND
- IPS IRON PIPE SET
- IRF IRON ROD FOUND
- IRS IRON ROD SET
- CP CALCULATED POINT
- R/W RIGHT-OF-WAY
- EP EDGE OF PAVEMENT
- PP POWER POLE
- TP TELEPHONE PEDESTAL
- RCP REINFORCED CONCRETE PIPE
- CMP CORRUGATED METAL PIPE
- CLF CHAIN LINK FENCE
- WF WOODEN FENCE
- DB DEED BOOK
- PB PLAT BOOK
- PG PAGE
- N/F NOW OR FORMERLY

LAND DESCRIPTION

PARCEL No. 1
 LOT "A" OF FLORVALLEY, A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 48 PAGE 14, OF THE ST. LOUIS COUNTY RECORDER'S OFFICE; EXCEPTING THEREFROM THAT PART TAKEN FOR SUPPLEMENTARY STATE HIGHWAY ROUTE M-140 UNDER CONDEMNATION SUIT 288387 OF THE ST. LOUIS COUNTY CIRCUIT COURT, A CERTIFIED COPY OF COMMISSIONERS REPORT BEING RECORDED IN BOOK 6319 PAGE 1954.

PARCEL No. 2
 PART OF LOT 55 OF ST. FERDINAND COMMONS, IN ST. LOUIS COUNTY MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE IN THE NORTH LINE OF LINDBERGH BOULEVARD, 60 FEET WIDE, DISTANT 5.84 FEET WEST OF THE SOUTHWEST CORNER OF LOT "A" OF FLORVALLEY; THENCE RUNNING WESTWARDLY ALONG THE NORTH LINE OF LINDBERGH BOULEVARD, SOUTH 55°12' WEST A DISTANCE OF 169.45 FEET TO AN IRON PIPE; THENCE CONTINUING WESTWARDLY ALONG THE NORTH LINE OF LINDBERGH BOULEVARD, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1432.7 FEET, A DISTANCE OF 45 FEET TO AN IRON PIPE; THENCE IN A NORTHWESTERLY DIRECTION NORTH 34° 48' WEST, A DISTANCE OF 180.73 FEET TO AN IRON PIPE IN THE SOUTH LINE OF LOT 4 OF FLORVALLEY, SAID POINT BEING DISTANT 8.16 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE RUNNING SOUTHEASTWARDLY ALONG THE SOUTH LINES OF LOTS 4, 3, 2 AND LOT "A", SOUTH 89°34' EAST A DISTANT OF 262.54 FEET TO A POINT IN THE WEST LINE OF LOT "A"; THENCE RUNNING SOUTHWARDLY, SOUTH 34°48' EAST, A DISTANCE OF 30.05 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART TAKEN FOR SUPPLEMENTARY STATE HIGHWAY ROUTE M-140 UNDER CONDEMNATION SUIT 288387 OF THE ST. LOUIS COUNTY CIRCUIT COURT, A CERTIFIED COPY OF COMMISSIONERS REPORT BEING RECORDED IN BOOK 6319 PAGE 1954.

Basis of Bearing: So. Line "Florvalley"



N/F Esperanza M. Pimental
 DB 13305 PG 1916
 Par. No. 08J540789
 Area = 28960 Sq. Ft. +-
 "ST. FERDINAND COMMONS"
 LOT 55

No. 1605
 NORTH HIGHWAY #67
 (WIDTH VARIES)

Baseline Surveyors Inc.

7909 BIG BEND BLVD.
 WEBSTER GROVES, MO. 63119
 PHONE: (314)-962-7039
 FAX: (314)-962-0391

PREPARED FOR: ESPERANZA PIMENTAL	PROJECT LOCATION: FLORISSANT, MO
	PROJECT ADDRESS: 1605 LINDBERGH FLORISSANT, MO
JOB #: FLORVAL Packet Page 71 of 156	PROJECT NAME: FLORVAL

FLOOD DATA This property is in Zone X of the Flood Insurance Rate Map, Community Panel No. XXXX and IS/IS NOT in a Special Flood Hazard Area. Field surveying was not performed to determine this zone. An elevation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.

DATE OF ORIGINAL: April 20, 2005
 REVISION: _____ DATE: _____ 2005
 REVISION: _____ DATE: _____ 2005
 REVISION: _____ DATE: _____ 2005



CAUTION
 INFORMATION ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THEREOF.

SURVEYOR'S STATEMENT

THIS IS TO STATE, THAT WE HAVE AT THE REQUEST OF ESPERANZA PIMENTAL PREPARED A PROPERTY BOUNDARY SURVEY, ON THE ABOVE DESCRIBED PROPERTY BEING A TRACT OF LAND IN ST. LOUIS COUNTY, MISSOURI AND THAT THE RESULT OF SAID SURVEY IS CORRECTLY REPRESENTED ON THIS PLAT. THIS SURVEY WAS EXECUTED IN COMPLIANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEY.



CITY OF FLORISSANT



PUBLIC HEARING NOTICE

In accordance with 405.310 of the Florissant Zoning Code a Public Hearing will be held by the City Council of Florissant, MO. in the Council Chambers, 955 Rue St. Francois, on Monday, June 22, 2020 at 7:30 P.M. on the following proposition:

To authorize a Special Use Permit to Privilege Car Wash to allow a hand car wash for the property located at 1685 N. Hwy 67 (legal description to govern). Citizens will have an opportunity to be heard. Anyone with special needs should contact the City Clerk at least 5 days before said public hearing by calling 839-7630 or TDD 839-5142.

CITY OF FLORISSANT, Karen Goodwin, MMC City Clerk

**SPECIAL USE PERMIT APPLICATION
TO THE CITY OF FLORISSANT
PLANNING AND ZONING COMMISSION**

*pd Receipt
624052
6.3.2020*



**City Of Florissant – Public Works
314-839-7648**

"Preserve and improve the health, safety, and welfare of our residents, businesses and the general public in the City of Florissant; while at the same time maintaining property values and improving the quality of life in the City of Florissant."

**PLANNING & ZONING ACTION
RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN**

Council Ward 6 Zoning B-3 anticipated

Initial Date Petitioner Filed _____
**Building Commissioner to complete
ward, zone & date filed**

SIGN. [Signature] DATE: 6-11-2020

SPECIAL PERMIT FOR Operation of CAR WASH/DETAIL SHOP
Statement of what permit is being sought. (i.e., special permit for operation of a restaurant).

AMEND SPECIAL PERMIT #- _____ TO ALLOW FOR CAR WASH/DETAIL SHOP
ordinance # _____ Statement of what the amendment is for.

LOCATION 168.5 N. Hwy 67 Florissant, Mo. 63133
Address of property.

1) Comes Now DURAND MENUA DBA PRIVILEGE DETAIL SHOP
Enter name of petitioner. If a corporation, state as such. If applicable include DBA (Doing Business As)

and states to the Planning and Zoning Commission that he (she) (they) has (have) the following legal interest in the tract of land located in the City of Florissant, State of Missouri, as described on page 3 of this petition.

Legal interest in the Property) The Esperanza M. Pineda Trust (Lease)
State legal interest in the property. (i.e., owner of property, lease).
Submit copy of deed or lease or letter of authorization from owner to seek a special use.

2) The petitioner(s) further state(s) that the property herein described is presently being used for _____
and that the deed restrictions for the property do not prohibit the use which would be authorized by said Permit.

3) The petitioner(s) further states (s) that they (he) (she) are submitting a detailed site plan of the proposed or existing development showing location and use of all structures, off-street parking, and all other information required by the Zoning Ordinance or determined necessary by the Building Commissioner.

- 4) The petitioner(s) further state(s) that (he) (she) (they) shall comply with all of the requirements of the City of Florissant, including setback lines and off- street parking.
- 5) The petitioner (s) further (represent (s) and warrants (s) that they (he) (she) 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 application.
- 6) The petitioner(s) further state (s) that the Special Use Permit is sought for the following purposes, and no other, as listed in detail, all activities sought to be covered by the permit (i.e.; operation of a business, approval of building and/or site plans (preliminary and / or final), plan approval for signage, etc.):
- 7) The petitioner (s) state (s) the following factors and reason to justify the permit:
(If more space is needed, separate sheets maybe attached)

DURAND MCWITT [Signature] 1mcwittdm@hotmail.com
 PRINT NAME SIGNATURE email and phone

FOR PRIVILEGE DETAIL SHOP
 (company, corporation, partnership)

Print and sign application. If applicant is a corporation or partnership signature must be a CORPORATE OFFICER or a PARTNER. NOTE: Corporate officer is an individual named in corporate papers.

- 8) I (we) hereby certify that, as applicant (circle one of the following):
 - 1. I (we) have a legal interest in the herein above described property.
 - 2. I am (we are) the duly appointed agent(s) of the petitioner (s), and that all information given here is true and a statement of fact.

Permission granted by the Petitioner assigning an agent (i.e. Architect) to present this petition in their behalf, to the Commission and/or Council. The petitioner must sign below, and provide contact information:

PRESENTOR SIGNATURE [Signature]

ADDRESS 4576 Behlman Farms Blvd. Florissant, Mo. 63034
 STREET CITY STATE ZIP CODE

TELEPHONE / EMAIL 314-744-0008 1mcwittdm@hotmail.com
 BUSINESS

I (we) the petitioner (s) do hereby appoint DURAND MCWITT as
 Print name of agent.

my (our) duly authorized agent to represent me (us) in regard to this petition.

[Signature]
 Signature of Petitioner authorizing an agent

NOTE: When the petitioner and/or his duly authorized agent appears before the Planning and Zoning Commission and to make a presentation, the same individuals must also appear before the City Council at the Public Hearing to make the presentation and no one else will be permitted to make the presentation to the City Council without authorized approval.

IF DESCRIPTIONS, PLATS OR SURVEYS ARE INACCURATE, OR IF THE PETITION APPLICATION IS NOT CORRECT OR COMPLETE, IT WILL BE RETURNED FOR ADDITIONS OR CORRECTIONS.

REQUIRED INFORMATION

Please mark an "X" in the appropriate type of operation, then fill in applicable section (a), (b) or (c).
Corporations are to submit copy of Missouri corporate papers with registration papers.

1) Type of Operation:

Individual Partnership _____ Corporation _____

(a) If an individual:

- (1) Name and Address DURAND MCWATT 4576 Behlman Farm Blvd.
Florissant Mo. 63024
- (2) Telephone Number 314-744-0008
- (3) Business Address 1685 N Hwy 67 Florissant Mo. 63033
- (4) Date started in business 4-21-20
- (5) Name in which business is operated if different from (1) PRIVILEGE DETAIL SHOP
- (6) If operating under a fictitious name, provide the name and date registered with the State of Missouri, and a copy of the registration.

(b) If a partnership:

- (1) Names & addresses of all partners _____
- (2) Telephone numbers _____
- (3) Business address _____
- (4) Name under which business is operated _____
- (5) If operating under fictitious name, provide date the name was registered with the State of Missouri, and a copy of the registration.

(c) If a corporation:

- (1) Names & addresses of all partners _____
- (2) Telephone numbers _____
- (3) Business address _____
- (4) State of Incorporation & a photocopy of incorporation papers _____
- (5) Date of Incorporation _____
- (6) Missouri Corporate Number _____
- (7) If operating under fictitious name, provide the name and date registered with the State of Missouri, and a copy of registration. _____
- (8) Name in which business is operated _____
- (9) Copy of latest Missouri Anti-Trust. (annual registration of corporate officers) If the property location is in a strip center, give dimensions of your space under square footage and do not give landscaping Information.

Please fill in applicable information requested. If the property is located in a shopping center, provide the dimensions of the tenant space under square footage and landscaping information may not be required.

Name DURAND MCWOTI
Address 4576 Behlman FARMS BLVD. FLORIDA 32034
Property Owner The Esperanza M. Pimental Trust
Location of property 1685 N Hwy 67 Florida, FL 32033
Dimensions of property 5,523 sq ft
Property is presently zoned mechanic Requests Rezoning To Detail Shop / Car Wash
Proposed Use of Property Detail Shop / Car Wash
Type of Sign Illuminated Height 24"
Type of Construction None Number Of Stories 1
Square Footage of Building 5,523 sq ft Number of Curb Cuts 2
Number of Parking Spaces _____ Sidewalk Length _____
Landscaping: No. of Trees NONE Diameter _____
No. of Shrubs NONE Size _____
Fence: Type _____ Length _____ Height _____

PLEASE SUBMIT THE FOLLOWING INFORMATION ON PLANS OR DRAWINGS:

1. Zoning of adjoining properties.
2. Show location of property in relation to major streets and all adjoining properties.
3. Show measurement of tract and overall area of tract.
4. Proposed parking layout and count, parking lighting.
5. Landscaping and trash screening.
5. Location, sizes and elevations of signage.

PROVIDE LEGAL DESCRIPTION OF PROPERTY PERTAINING TO THIS PETITION

(Close legal description with acreage to the nearest tenth of an acre).

Provide a legal description of the property. If part of a shopping center, list address and show part of what shopping center (i.e.: 351 N. Highway 67 part of Florissant Meadows Shopping Center). If property is a single lot, list full written legal description with metes and bounds bearings and dimensions.

PROVIDE LOCATION MAP SHOWING AREA INVOLVING THIS PETITION

Provide a drawing of a location map showing the nearest major intersection.

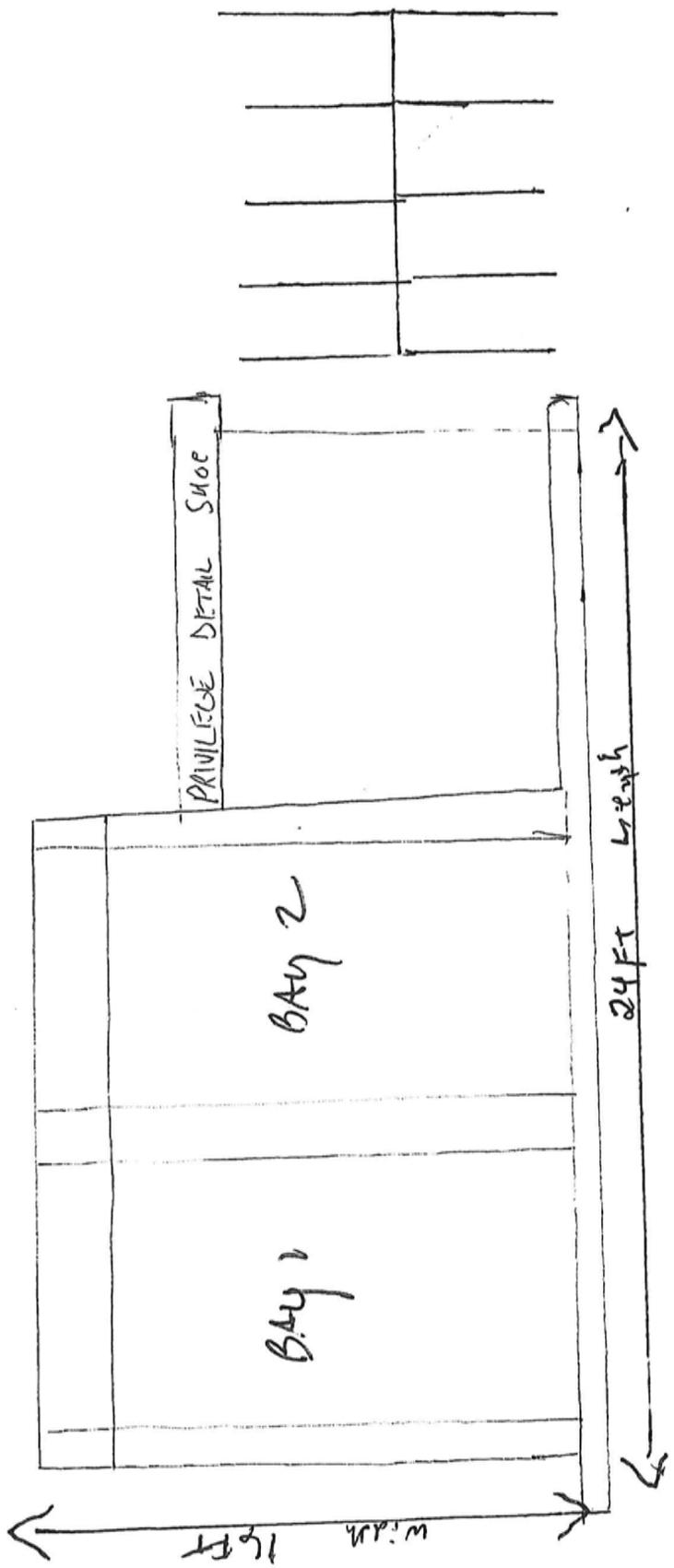
OFFICE USE ONLY

Date Application reviewed _____

STAFF REMARKS: _____

Building Commissioner or Staff Signature

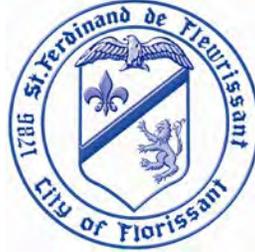
Dumpster



- NOTES. 1. Dimensions of Bldg. 24' x 16'
1. 20 PARKING SPACES
 3. TWO PLANT THROUGH WASHING BAYS

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MEMORANDUM



CITY OF FLORISSANT- Building Division

"Preserve and improve the health, safety, and welfare of our residents, businesses and the general public in the City of Florissant; while at the same time maintaining property values and improving the quality of life in the City of Florissant."

To: Planning and Zoning Commissioners Date: May 27, 2020

From: Philip E. Lum, AIA-Building Commissioner c: Todd Hughes, P.E.,
Director Public Works
Deputy City Clerk
Applicant
File

Subject: **1685 N Hwy 67 (Privilege Car Wash)** Request Recommended Approval of a Special Use to allow for a hand car wash in a 'B-3' Extensive Business District.

STAFF REPORT
CASE NUMBER PZ-060120-5

I. PROJECT DESCRIPTION:

This is a request for Recommended Approval of a of a Special Use to allow for a hand car wash in a 'B-3' Extensive Business District.

II. EXISTING SITE CONDITIONS:

The existing property at **1685 N Hwy 67** is a property which is vacant and the owner has applied to change the zoning from a 'B-1' Local Shopping District to a 'B-3' Extensive Business District.

The subject property is approximately 0.66 Acres. There is a survey attached which shows the boundary limits.

The existing building was built in 1978 per County record, which lists the portion of the Shopping Center that currently houses offices as 4218 s.f. and the current Auto Repair area as 1305 s.f. This county data probably was obtained from Aerial measurement or other data.

41 **III. SURROUNDING PROPERTIES:**

42 The property to the West is 1575 N Highway 67 (Cugino's) is zoned similarly in the 'B-
43 1' Local Shopping District, but should also be rezoned, in the opinion of staff. The
44 properties to the North are 44, 46, 48 and 50 St Celeste in the 'R-4' Single Family
45 Dwelling District.

46

47 **IV. STAFF ANALYSIS:**

48 Plans received from the applicant include A-1 Cover, A-2 Site and Floor Plan and A-3
49 Details, all dated 5/26/2020.

50

51 Comments on Sheet A-0

52 This sheet contains general building info including listing the size as 1200 s.f., 12 people
53 as a max. occupant load for egress and code information. It also has a photo of the front
54 of the proposed business.

55

56 Comments on Sheet A-1

57 Site plan indicates new traffic pattern, but lacks the following:

58

- 59 • Property and Setback lines
- 60 • Stacking per the parking code, 405.225
- 61 • Parking spaces required for the shopping center per the parking code, 405.225 in
62 the form of parking calculations.
- 63 • Shows 2 spaces near the corner currently not used.
- 64 • ADA parking signage.

64

65 Site Plan: A site plan was requested indicating compliance with the parking code.
66 Parking required for the office/waiting area and 5 times the capacity of the wash for
67 stacking and employees on the maximum shift. Site plan indicates a new circulation of
68 vehicles on the parking lot. Staff superimposed car stacking, to scale, for a full-sized
69 sedan of about 6'x16' and show same sized vehicles in front of the building.

70

71 Parking required for the center as calculated by staff:

72 Office portion of Shopping Center if 4218 s.f. @ 3/1000 s.f. = 12.6 spaces

73 Car Wash 5 stacking per capacity of each bay plus employees = 10 stacking plus a
74 number of parking for staff. The parking code does not address exactly how many per
75 staff, so it's reasonable to assume a number similar to other uses in the code, i.e. a certain
76 number of staff per bay and receptionist. 3 or 4 per bay and one reception might work,
77 say 9 spaces. If so, total required spaces = 22 spaces. Site plan is partial and shows
78 parking striping. There is a conflict with 2 parking being shown in a curb cut adjacent to
79 the corner currently striped "No Parking". There appear to be 10 parking in front of the
80 office section and 5 or 6 in the rear of the offices. Total provided less the 2 that are
81 currently striped "no parking" = 31 provided, complies.

82

83 To help illustrate the proposed vehicle flow, staff completed a drawing to scale
84 illustrating what stacking might look like. It appears that the rear parking spaces which
85 are required to meet the office area parking may be hindered by the stacking of cars as
86 the drawing indicates 31 feet to the public walk. Also, if there is some drying activity in

87 front of the building, access to the offices would need to be from the next curb cut to the
88 west. There are currently too many curb cuts into the property, which could be removed
89 at the request of MoDOT or the City depending on jurisdiction. MoDOT sometimes
90 wants to reduce curb cuts on such sites for redevelopment, in the case of a 'B-5' or on
91 Special Use Permits depending on anticipated scope of work or traffic increase.

92
93 Noise: There is a limitation of 3 noise complaints written into the petitioner's lease. The
94 potential for noise is sometimes a concern for a car wash. The existing fence, however, is
95 chain link without slats and does not function as a sound deterrent or visual screen.
96 Petitioner should describe what activities are expected in the rear stack and parking area.
97 Employee only spaces could be marked. Slats or more opaque screen could be installed,
98 such as a concrete fence to deter sound. Residential structures to the rear range from
99 120-140 feet from the existing overhead doors. The commercial property appears to be
100 above the level of nearby houses by an average of 2 feet though the yard areas appear to
101 be greater than 2 feet.

102
103 Floor Plan: indicates 2 bays and customer area, drinking fountains, ADA entry, doors
104 and ADA restroom. The previous tenant of over 35 years was Voss Automotive Repair
105 shop. Petitioner was informed that the longevity of the previous tenant will trigger the
106 requirement of code upgrades consistent with Chapters 7, 8, 9, and 10 of the International
107 Existing Building Code, beginning with ADA restroom and hi/lo drinking fountain.
108 These upgrades are appropriate when applying for Building Permits.

109
110 Comments on Sheet A-2: Details of alterations and ADA shown.

111
112 **III. STAFF RECOMENDATIONS:**

113 **Suggested Motion:**

114 I move for Recommended Approval of a Special Use to allow for a hand car wash in a
115 'B-3' Extensive Business District (assumed) as shown on plans A-0, A-1 and A-2 dated
116 5/26/20 by Anderson Design Consultants, LLC attached, subject to the conditions set
117 forth below with these conditions being part of the record:

- 118
119 **1. Sound/Screen: Petitioner shall install a sound screen consisting of the**
120 **following (options):**
121 **a. 90% slats within existing chainlink fence.**
122 **b. New 6' heavy duty vinyl fence.**
123 **c. New 6' concrete fence.**
124 **2. Signage: Petitioner shall install signage consisting of the following:**
125 **a. Posting City Noise ordinances and penalties in the rear of the**
126 **property at bay entrances and each parking space.**
127 **b. Post employee parking signs at each employee parking space.**
128 **3. Clear Striping of stacking lanes and drying area space in front of building.**

129
130
131 (End of report and suggested motion)



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 _____

TO _____

FOR _____ and the location and
operations of the
restaurant

ADDRESS _____

Ward _____ Zoning _____ Date Filed _____ Accepted By _____

TRANSFER OF SPECIAL USE PERMIT PETITION

TO THE CITY COUNCIL OF THE CITY OF FLORISSANT:

1. Comes now _____ and states to the City Council that he (she) (they) has (have) the following legal interest in the property located at _____ 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  _____
Individual's Name

FOR: _____
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 10950 Grandview Drive, Suite 300, Overland Park, KS 66210
Telephone No. 913-356-6361 Email address mwhite@kbpinvestments.com

I (we) the petitioner(s) do hereby appoint Sharon Camp 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 (**current**) owner to Transfer the Special Use Permit.



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 _____ Mike Kulp, CEO, Alan Salts, CFO, Barry Dubin, CDO

_____ Ben Johnson, CLO 10950 Grandview Drive, Suite 300, Overland Park, KS 66210

Telephone numbers & email addresses _____ Please contact 913-469-1112 or mwhite@kbpinvestments.com

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)

TRANSFER OF SPECIAL USE PERMIT

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

TO: _____

FOR: _____ and location and operation of restaurant.

Located at: _____

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.

PRINT - NAME OF APPLICANT



SIGNATURE OF APPLICANT

BILL NO. 5814 (As Amended)

ORDINANCE NO. 5045

AN ORDINANCE GRANTING A SPECIAL PERMIT TO AL-TOM INVESTMENTS, INC. D/B/A KENTUCKY FRIED CHICKEN FOR THE LOCATION AND OPERATION OF A RESTAURANT AND INSTALLATION OF A GROUND SIGN ON THE PROPERTY HEREINAFTER DESCRIBED AND KNOWN AS 2450 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 location and operation of a restaurant and the installation of a ground sign which does not comply with the requirements of the ordinances of the City of Florissant; and

WHEREAS, an application has been filed by Al-Tom Investments, Inc. d/b/a Kentucky Fried Chicken for the location and operation of a restaurant and the installation of a ground 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 12th day of June, 1989 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 location and operation of a restaurant and the installation of a ground sign on the property hereinafter described would be in the best interest of the City of Florissant; that the granting of the ground sign does alleviate a hardship and is not simply for the convenience of the applicant; that the said sign is consistent with good planning practices; that the said sign can be maintained in a manner that is visibly compatible with the uses of the property and the uses in the surrounding area and other signs 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 Al-Tom Investments, Inc. d/b/a Kentucky Fried Chicken for the location and operation of a restaurant and the installation of a ground sign on the following described property:

A tract of land being part of Lot 8 of the Subdivision of Block 33 of ST. FERDINAND COMMONS in Township 47 North, Range 6 East in St. Louis County, Missouri, and being more particularly described as follows: Beginning at the most Northern corner of property conveyed to Robert A. Dougherty by deed recorded in Book 6319 Page 430; thence along the South right-of-way line of Missouri Route M (Lindbergh Blvd.) North 54 degrees 59 minutes East 135.00 feet to a point; thence South 35 degrees 27 minutes 40 seconds East 255 feet to a point; thence South 54 degrees 59 minutes West 55 feet to a point; thence South 54 degrees 59 minutes West 80.00 feet to a point; thence North 35 degrees 27 minutes 40 seconds West 274.00 feet to the point of beginning, containing 35,945 square feet, more or less, now known as Parcel "C" of Re-Subdivision of Part of Lot 8 in Block 33 of St. Ferdinand Commons, as per plat thereof recorded in Plat Book 133 Page 17, as corrected by Affidavit recorded in Book 6456 Page 1491 of the St. Louis County Records, together with all improvements thereon. Subject to building lines, easements, conditions and restrictions now of record, if any, and to any zoning law or ordinance affecting said property.

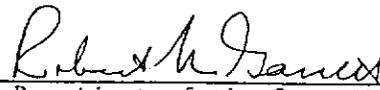
Section 2: The Special Permit herein authorized shall remain in full force and effect only under the following terms and conditions:

- (1) That the ground sign be installed no closer to Highway 67 than at the location designated Alternate Location "A" on Exhibit "B-1".
- (2) That the existing pole sign be removed.
- (3) That the ground sign be installed as depicted in the drawing attached hereto and made a part hereof as if fully set out herein and marked Exhibit "A", and in accordance with the Site Plan attached hereto and made a part hereof as if fully set out herein and marked Exhibit "B-1".
- (4) That the building to be constructed shall be in accordance with the Site Plan attached hereto and made a part hereof as if fully set out herein and marked Exhibit "B-1".

Section 3: The said Special Permit herein authorized shall expire when the business activity herein referred to ceases for a period of ninety (90) days or 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 10th day of July, 1989.



President of the Council
City of Florissant

Approved this 11 day of June, 1989.

James Keagan
Mayor, City of Florissant

ATTEST:

Cirel A. Antoch
City Clerk

2 Pole Roadside Pylon

(For components see reverse side)

**BY CUMMINGS
INCORPORATED**
COLUMBUS SIGN DIVISION

Section	BUILDING FEATURES	Subsection	SIGNS
ISSUE DATE	▶	MARCH 1, 1985	



This sign is double faced, manufactured with embossed polycarbonate faces, extruded aluminum construction to meet 30 PSF. High output illumination meets standards of electrical code and Underwriters Laboratories, Inc. Signs bear U L label.

For electrical specifications—see Information Sheet

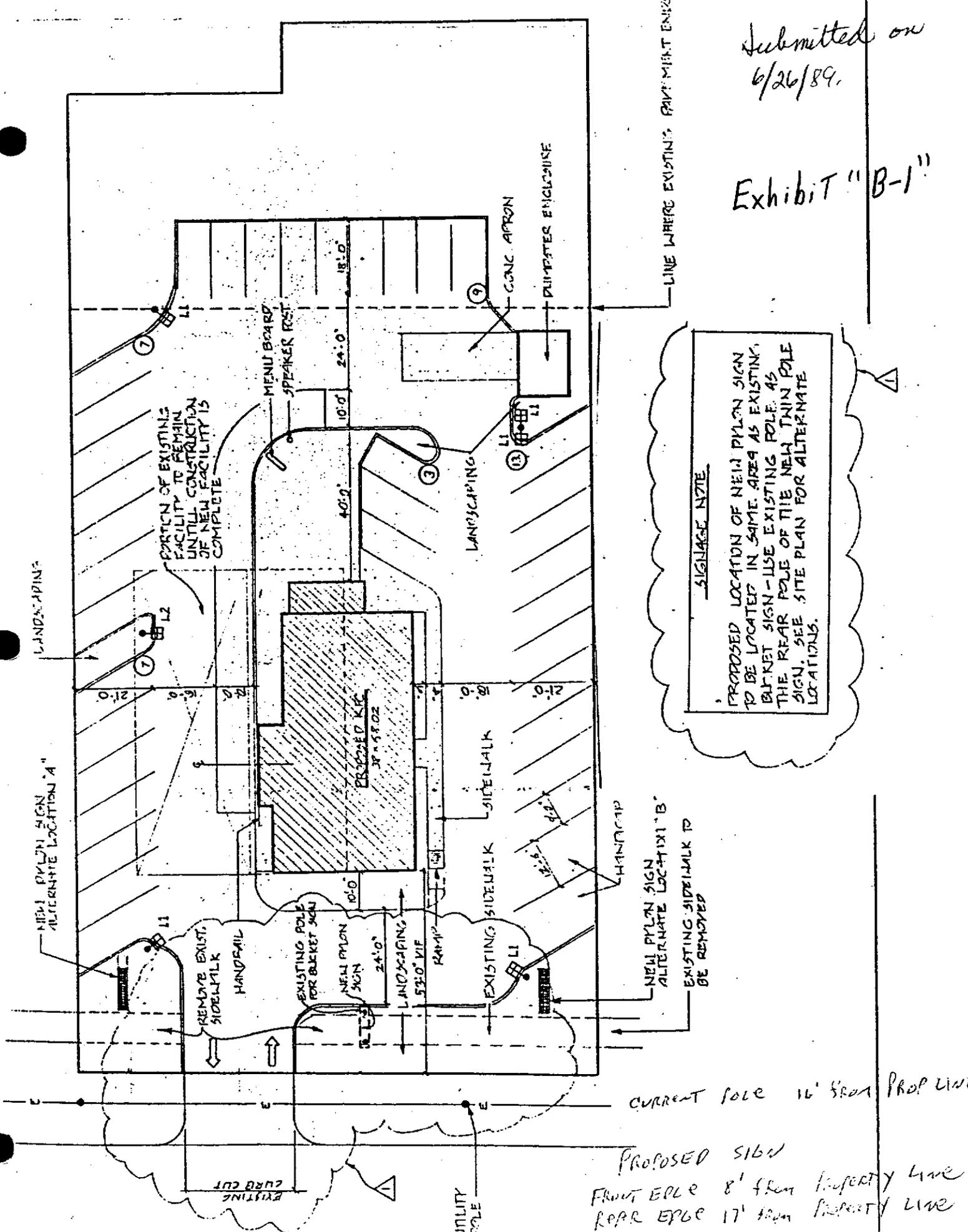


Ground Sign

Exhibit "A"

Submitted on
6/26/89.

Exhibit "B-1"



SIGNAGE NOTE
 PROPOSED LOCATION OF NEW Pylon SIGN TO BE LOCATED IN SAME AREA AS EXISTING. BULLET SIGN - USE EXISTING POLE AS THE REAR POLE OF THE NEW THIN POLE SIGN. SEE SITE PLAN FOR ALTERNATE LOCATIONS.

LINDBERGH

A-T SIGNS

CURRENT SOLE 16' FROM PROP LINE
 PROPOSED SIGN
 FRONT EDGE 8' FROM PROPERTY LINE
 REAR EDGE 17' FROM PROPERTY LINE
 FRONT 16' FROM PROP LINE
 REAR 25' " " " "

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease"), is made and entered into as of February 24, 2020 (the "Effective Date"), by and between Quick Service Realco, LLC, a Delaware limited liability company ("Landlord"), and FQSR, LLC, a Delaware limited liability company (d/b/a KBP Foods) ("Tenant").

1. **Lease of Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, the following described premises (hereinafter "Premises") located at 2450 N. Highway 67, Florissant, MO 63031, and being more particularly described in **Exhibit "A"** attached hereto and made a part hereof, inclusive of all easements, appurtenances and rights of way incident thereto benefiting the Premises. The Premises shall include all improvements and structures whether now existing or hereafter constructed thereon including without limitation the existing building (the "Building"). Landlord represents and warrants that it is the fee simple owner of the Premises, and that no consent, approval or authorization of any party, or declaration, filing or registration with any governmental or regulatory authority, or any other person, is required to be made or obtained by Landlord in connection with the execution, delivery and performance of this Lease by Landlord.

2. **Term and Rent.**

2.1 **Term.** The term of this Lease shall commence upon the Effective Date and shall continue thereafter for a period ending on the date that is twenty (20) years after the first day of the month following the month during which the Effective Date occurs (the "Initial Term"), unless extended or earlier terminated as hereinafter provided. In the event Tenant shall be in possession of the Premises and provided that no Tenant Default (defined below) has occurred and is continuing at such time, Tenant shall be entitled to two (2) successive options to renew this Lease (each, a "Renewal Option"), each for a term of five (5) years (each, a "Renewal Term") upon the same terms, covenants, and conditions as set forth herein and at the rental rates pursuant to Section 2.2 below. Unless Tenant notifies Landlord in writing of its intent not to exercise its Renewal Option at least six (6) months prior to the expiration of the Initial Term or the then-applicable Renewal Term, Tenant shall be deemed to have automatically exercised its Renewal Option for the next succeeding Renewal Term. As used in this Lease, "Term" means the period from the Effective Date through the earlier of (i) the end of the Initial Term and any Renewal Term for which a Renewal Option has been exercised or (ii) the earlier termination of this Lease in accordance with the terms and conditions hereof.

2.2 **Rent.** Tenant agrees to make rental payments to Landlord (collectively, "Rent") as set forth below, which obligation to pay Rent shall commence on the Effective Date (the "Rent Commencement Date"). After the Rent Commencement Date, Rent shall be payable on the first day of each month during the term of this Lease, and if the Rent Commencement Date is not the first day of a month, then Rent shall be prorated for such month. In the event that any rental payment becomes due on a Saturday, Sunday or legal holiday, then the rental payment shall be due on the next succeeding business day. All Rent which is not paid within five (5) days of becoming due shall, at Landlord's election and without prior notice to Tenant, bear interest from the date due to the date paid at the rate of six percent (6.00%) per annum or the highest rate permitted by law, whichever is less. Tenant shall pay Rent to Landlord in the amounts and for the periods as set forth on **Exhibit "B"** attached hereto and incorporated herein.

3. **Delivery of Premises.** On the Effective Date, Landlord shall deliver the Premises to Tenant in, and Tenant hereby accepts the Premises from Landlord in, "as is" condition.

4. **Use; Conduct of Business.**

4.1 **Use.** The Premises may be used by Tenant for any legal purpose or for no purpose, including, expressly and without limitation, Tenant's proposed use, to wit: a restaurant with off-street parking facilities for the sale and consumption on or off the Premises of food and beverage products, which restaurant may include a drive-through.

4.2 **Conduct of Business.** Tenant shall conduct any business that at any time is being operated at the Premises in all material respects in accordance with all applicable laws and ordinances. Nothing contained in this Lease however shall be construed to require Tenant to open or operate any form of business whatsoever on the Premises, or require any business to be conducted on the Premises.

4.3 **Landlord Interference.** Landlord shall not interfere with Tenant's operations or use of the Premises. If Landlord creates a condition that, in Tenant's reasonable determination, substantially interferes with Tenant's normal use of the Premises or its business being conducted thereat, the rent and other charges due hereunder will be abated during the time such interference persists, but the abatement will not continue beyond the time the interference ceases, regardless of any delay by Tenant in resuming normal operations after that time.

5. Improvements; Alterations; Maintenance.

5.1 Improvements; Alterations. Tenant shall not make any substantial repairs, alterations or additions to the Premises that, in the aggregate with other repairs, alterations or additions to the Premises, cost more than \$150,000, including its HVAC, plumbing or electrical systems, or make any contract therefor, without (i) procuring Landlord's written consent, which consent shall not be unreasonably withheld, (ii) delivering to Landlord the applicable plans and specifications and copies of necessary permits upon request from Landlord, and (iii) furnishing indemnification against liens, costs, damages and expenses and satisfactory proof that workmen are properly licensed workers, as Landlord may reasonably require. Landlord shall consent or object in writing to such repairs, alterations or additions to the Premises within ten (10) days of receipt of notice thereof from Tenant and in the event that Landlord fails to deliver written notice of any objection within such period, Landlord shall be conclusively deemed to have consented to such repairs, alterations or additions to the Premises. Tenant may remove Tenant's Property, as defined in Section 6, below, at its election at any time during the Term, provided that the actual cost of repairing any damage to the Premises arising from such removal and restoring the same to their original condition shall be paid for by Tenant. Tenant shall promptly pay all contractors and materialmen, so as to avoid the possibility of a lien attaching to the Premises, and should any lien be made or filed, Tenant shall bond against or discharge the same within thirty (30) days after written request by Landlord. Nothing in this Lease shall be construed as a consent on the part of the Landlord so as to subject the Landlord's estate in the Premises to any lien or liability under the laws of the state in which the Premises are located. The foregoing provisions and limitations on Tenant repairs, alterations, additions or other improvements at the Premises do not include, do not apply to, and do not in any way restrict or limit any renovation or construction work at the Premises that Tenant is currently undertaking (if any) or any renovation or construction work at the Premises required by Tenant's franchisor from time to time, and Landlord hereby consents to such renovation or construction work.

5.2 Maintenance. Subject to Section 5.1, during the Term of this Lease, Tenant shall, at its own expense, keep and maintain the entirety of the Building and the remainder of the Premises in good order and repair, subject to ordinary wear and tear and casualty loss. Tenant's maintenance obligations hereunder include, without limitation, the roof, foundation, structural elements, heating, air conditioning and ventilation systems, glass, plate glass, windows and doors, sprinkler, all plumbing systems exclusively serving the Premises, fixtures, walls, floors, ceilings, all mechanical systems, electrical facilities and equipment, exhaust equipment and systems, exterior of the Premises, curbs, parking lot, trash enclosures, and all other improvements located in, upon or about the Premises. If Tenant fails to reasonably perform its maintenance obligations hereunder, Landlord may (but need not) perform such maintenance, so long as Landlord has first given Tenant written notice of Tenant's failure and Landlord's intent to perform the maintenance, such notice to be sent to Tenant, at both the Premises and Tenant's notice address as provided herein, pursuant to Section 36 of this Lease and Landlord provides Tenant with no less than sixty (60) days' opportunity to cure the failure from the date Tenant receives such notice. If, after such written notice and opportunity to cure, Landlord performs such maintenance then Tenant shall pay Landlord the reasonable cost thereof forthwith no later than thirty (30) days after being provided invoices or other reasonable documentation for same. Landlord may, but shall not be required to, enter the Premises at all reasonable times after written notice to Tenant, such notice to be sent to Tenant at both the Premises and Tenant's notice address as provided herein, pursuant to Section 36 of this Lease, except in the case of emergency, to make such repairs as Landlord shall reasonably deem necessary to the Premises or as Landlord may be reasonably required to do by any governmental authority, provided however, Landlord shall at all times use reasonable precautions to not interfere with Tenant's use of the Premises.

5.3 Liens. Tenant shall promptly pay its contractors and materialmen for all work done and performed by Tenant, so as to prevent the assertion or imposition of mechanic liens, materialmen's liens and other liens upon or against the Premises, and Tenant shall, upon request provide Landlord with lien waivers obtained by Tenant. In the event any lien is asserted or filed against the Premises, Tenant shall bond against or discharge the same within thirty (30) days after written request by Landlord. In the event Tenant fails to remove or bond over said lien within said thirty (30) day period, or otherwise provide security to cover the lien satisfactory to Landlord, the Landlord may, at its sole discretion, elect to satisfy and remove the lien by paying the full amount claimed or otherwise, without investigating the validity thereof, and Tenant shall pay Landlord upon demand, as additional Rent, the amount paid out by Landlord on Tenant's behalf, including Landlord's reasonable attorney's fees, costs and expenses with interest or Tenant shall be in default hereunder. Landlord's election to discharge lien(s) as provided hereunder shall not be construed to be a waiver or cure of Tenant's default under this Section 5.3.

5.4 Permits. Landlord agrees to cooperate with Tenant in securing any and all building permits and other permits and authorizations necessary from time to time for the performance of any demolition, construction, alteration or other work permitted to be done by Tenant under this Lease, but such cooperation by Landlord shall not be construed as the consent of Landlord to the filing of any mechanic's, materialman's or other lien or any claim

relating thereto, nor to the performance of any labor or the furnishing of any materials on the account of Landlord in any construction to be done by Tenant on the Premises.

6. Trade Fixtures & Equipment. All trade fixtures and equipment, signs, and specifically designed components of improvements to the Premises, including decorative materials and accessories necessarily related to these items placed in or upon the Premises by Tenant (or any prior owner or occupant of the Premises) either before the Effective Date of this Lease or during the Term of this Lease (hereinafter collectively referred to as the "Tenant's Property") shall at all times during the Term remain the property of Tenant, and Tenant shall have the right to remove the same at any time during the Term or within a reasonable time thereafter unless a Tenant Default has occurred and is continuing hereunder at the time of removal. Tenant shall further be permitted to install, use on and about, and remove from the Premises at any time during the Term all other personal property which are not a component of the Building(s) located or to be located on the Premises, all of which at all times during the Term shall be deemed to be part of Tenant's Property with the right of removal by Tenant at or before the expiration or termination of this Lease. Tenant's Property shall also include without limitation: (1) removable decor items and office equipment, including but not limited to computers, POS equipment, telephones and fax machines; (2) building lettering, trade dress, signs, sign posts and sign standards; (3) trade fixtures, inventory, equipment, and all personal property used in connection with the business conducted at the Premises; and (4) food, kitchen and customer service equipment, including but not limited to such equipment as may be attached to the building whether by bolts, screws, utility connections or otherwise, such as walk-in refrigerators and freezers, remote refrigeration systems, exhaust systems and hoods, and water heaters.

7. Taxes.

7.1 Generally. Tenant shall pay all real estate and use taxes and assessments applicable to the period of the Term of this Lease that are assessed against the Premises and any improvements thereon (collectively, "Real Estate Taxes") and any personal property taxes assessed against Tenant's Property (and all taxes and assessments that are imposed in lieu of the foregoing), prior to their due date, subject to the terms of this Section. Landlord hereby acknowledges and agrees that if permitted by the local taxing authorities, Landlord shall cause such taxing authorities to send all invoices, billing statements, and receipts for Real Estate Taxes related to the Premises directly to Tenant, and Tenant shall pay directly to the taxing authority the Real Estate Taxes on the Premises. If however the local taxing authorities will not directly send such invoices, billing statements, and receipts to Tenant, or otherwise require that payment be made by Landlord, then Landlord shall forward all such invoices, billing statements, receipts and other correspondence received from the applicable taxing authorities to Tenant immediately upon receipt. Tenant shall not be liable for, and Landlord shall pay, any penalties, surcharges or interest that may be incurred by Landlord or result from Landlord's failure to forward any tax bill to Tenant at least thirty (30) days before its date due. Landlord or Tenant shall, within thirty (30) days after written request from the other, provide satisfactory evidence of payment of taxes due and owing. Except as provided otherwise under Section 7.2 below, in the event Tenant fails to pay the Real Estate Taxes or any other taxes Tenant is obligated to pay hereunder, Landlord may, at its sole discretion, after delivering ten (10) days prior written notice to Tenant, elect to pay such outstanding taxes without investigating the validity thereof, and Tenant shall pay Landlord upon demand, as additional Rent, the amount paid out by Landlord on Tenant's behalf, including Landlord's reasonable attorney's fees, costs and expenses with interest or Tenant shall be in default hereunder. Landlord's election to pay taxes as provided hereunder shall not be construed to be a waiver or cure of Tenant's default under this Section 7.1.

7.2 Right to Contest. Tenant may in good faith, by appropriate proceedings and at Tenant's expense, contest any taxes, assessments or similar charges imposed against the Premises, including, but not limited to all Real Estate Taxes, provided that Tenant shall upon request of the Landlord provide Landlord with security reasonably satisfactory to Landlord (in the form of cash deposit, letter of credit, surety bond, or otherwise) in the amount of the taxes, assessment or other charges being contested, or at Tenant's election, where such procedure is provided for by law, Tenant may pay such items under protest or make proper deposit in court. When any such contested items shall have been paid or canceled, any security so deposited to cover them shall be repaid or returned to Tenant, or cancelled, as applicable or at Tenant's election, the deposit can be remitted to pay the taxes. Any documents required to enable Tenant to effect the foregoing shall be executed and delivered by Landlord on reasonable demand and in default thereof Tenant may execute the same as attorney-in-fact of Landlord.

8. Utilities and Fees.

8.1 Payment of Utilities. Tenant shall in its own name (to the extent permitted by the applicable utility provider) contract for and directly pay for water, sanitary sewers, storm sewers, electric, gas, telephone facilities and other utilities reasonably necessary for the conduct of Tenant's business, during the Term, together with any taxes thereon and any connection or tap in fees.

8.2 Payment of Fees. If applicable, Tenant shall pay any reasonable shopping center association fees or marketing association dues attributable to the Premises during the Term directly to such third-party association upon receipt of an invoice or other reasonable documentation of the same.

9. Insurance; Indemnification.

9.1 Property and Casualty Insurance. At all times during the Term of this Lease, Tenant shall, at Tenant's sole cost and expense, keep and maintain "Causes of Loss – Special Form" physical damage insurance covering the Building, the Premises, and all leasehold improvements to the Premises, whether or not installed by Tenant (specifically including, without limitation, any heating, ventilating and air conditioning facilities serving the Premises even if located outside of the Premises), to the extent of one hundred percent (100%) of the insurable replacement value of the aforesaid (as the same may from time to time increase, but not more frequently than bi-annually), without deduction for depreciation and shall contain a standard co-insurance endorsement of not more than ninety percent (90%). Such insurance shall provide protection against perils that are covered under the standard insurance industry practices within the classification of causes of loss – special form (fka "all-risk" or ISO "Special Form") property damage insurance, on a standard comprehensive replacement cost form. Tenant shall be responsible to maintain insurance on all of Tenant's Property, and Landlord shall not be liable for fire or other casualty loss to Tenant's Property on or about the Premises arising from any cause other than Landlord's negligence or willful misconduct.

9.2 Liability and Other Insurance. At all times during the Term of this Lease, Tenant shall, at its sole cost and expense, maintain or cause to be maintained: (a) Commercial General Liability Insurance covering liability arising from the Premises or operations, contractual liability, and personal liability with a limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) Per Occurrence and One Million and 00/100 Dollars (\$1,000,000.00) Aggregate; (b) Commercial Umbrella Insurance of no less than Two Million and 00/100 Dollars (\$2,000,000.00); and (c) workers' compensation insurance on its employees at the Premises in the amounts required by law.

9.3 Insurance Carrier; Endorsements. Landlord and Landlord's mortgagee, if any, shall be named as additional insureds on certificates of liability insurance required under this Lease and shall be named as loss payee on certificates of property and casualty insurance for the Premises as required under this Lease. Tenant shall provide Landlord with a copy of the certificates of insurance on or before the Rent Commencement Date, upon any renewal of such insurance prior to the expiration of the term of such coverage, and otherwise upon Landlord's written request. Tenant's insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by Landlord. The Commercial General Liability Insurance certificate shall be written on ISO Occurrence Form CG 0001-0798 (or a substitute form providing equivalent coverage). Tenant shall place said insurance with reputable insurance companies qualified to do business in the state where the Premises are located with at least an A- rating in Best's Key Rating Guide. The liability insurance policy required under this Lease shall provide for at least fifteen (15) days prior written notice to Landlord and Landlord's mortgagee in the event of cancellation, and the property and casualty insurance policy required under this Lease shall provide for thirty (30) days prior written notice to Landlord's mortgagee in the event of cancellation for non-payment of premiums. In the event of the payment of insurance proceeds resulting from any damage or destruction to the Premises, and under the terms of this Lease, Tenant is required to repair or restore same, then such insurance proceeds shall be made available to Tenant for the purpose of making such repairs or replacements.

9.4 Release. Landlord hereby releases Tenant, and Tenant hereby releases Landlord, from any and all claims, demands, liabilities or obligations whatsoever for damage to the Premises or loss of rents or profits of either Landlord or Tenant resulting from or in any way connected with any fire or accident or other casualty (whether or not such fire, accident or other casualty shall have been caused by the negligence or contributory negligence of either Landlord or Tenant, or by any agent, associate or employee of either Landlord or Tenant), to the extent covered by any insurance required to be carried by such party pursuant to this Lease or any other insurance actually carried by such party. Both Landlord and Tenant shall use commercially reasonable efforts to obtain a waiver of subrogation from their respective insurance companies or to have the same included in their respective insurance policies, by endorsement, or otherwise.

9.5 Indemnification of Landlord. Subject to Section 9.4, Tenant will protect, indemnify, save harmless and defend Landlord from and against all liabilities (statutory or otherwise), obligations, claims, damages, penalties, causes of action, costs and expenses (sometimes referred to in this Lease as "Claims," and including, without limitation, reasonable attorney's fees and expenses) imposed upon or incurred by Landlord by reason of any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or adjoining sidewalks and parking lot, or any other matter or thing arising out of the Tenant's use, occupation, management, or control of the Premises, or caused by the negligence, errors, acts or omissions of Tenant, or Tenant's employees, agents or representatives, on or about the Premises, or any failure on the part of the Tenant to perform or comply with any of Tenant's obligations under this Lease, excluding, however, any such Claims arising from any accident, injury, damage or loss to the extent caused directly by the gross negligence or willful misconduct of Landlord, or Landlord's employees, representatives or any of their agents. All

property of Tenant or any occupant of the Premises shall be there at the risk of Tenant or such person only, and, except as provided in Section 9.6, Landlord shall not be liable for damage thereto and theft or misappropriation thereof. The provisions of this section shall not, however, apply to any damages or injury caused by Landlord's negligence or breach of this Lease. Tenant's obligations under this Section 9.5 will survive the expiration or early termination of the Lease.

9.6 Indemnification of Tenant. Subject to Section 9.4, Landlord will protect, indemnify, hold harmless and defend Tenant from and against all Claims, including, without limitation, reasonable attorney's fees and expenses, imposed upon or incurred by or asserted against Tenant by reason of: (a) any accident, injury to or death of persons or loss of or damage to property occurring on the Premises, and caused by the gross negligence or willful misconduct of Landlord, or Landlord's employees, representatives or any of their agents, or (b) any failure on the part of the Landlord, or Landlord's employees, representatives or any of their agents to materially perform or comply with any of Landlord's obligations under this Lease. Landlord's obligations under this Section 9.6 will survive the expiration or early termination of the Lease.

10. Damage or Destruction.

10.1 Loss Covered By Insurance. If the improvements to the Premises are damaged or destroyed by fire, flood, tornado or other element, or by any other casualty and such damage or destruction is covered by insurance (except for any applicable deductible), or should have been covered by insurance Tenant is required to maintain hereunder, and the Lease is not terminated pursuant to Section 10.3 of this Lease, this Lease shall continue in full force and effect and to the extent there are insurance proceeds, such insurance proceeds shall be delivered to Landlord and Landlord shall release such proceeds to Tenant under a disbursement agreement between Landlord and Tenant setting forth the conditions for distribution of insurance proceeds to Tenant for completion of restoration, repair or rebuild of the Premises. Tenant shall, as promptly as is reasonably possible, restore, repair or rebuild, to the extent of the insurance proceeds actually received, the Premises to substantially the same condition as it existed before the damage or destruction to Landlord's reasonable satisfaction (or such other condition as may be mutually agreed to in writing by Landlord and Tenant), including any improvements or alterations required to be made by any governmental body, county or city agency due to any changes in code or building regulations. Tenant shall for this purpose use all, or such part as may be necessary, of the insurance proceeds received from insurance policies required to be carried under this Lease. If such insurance proceeds are not sufficient to pay such costs, Tenant shall pay such deficit unless the damage is caused as a result of the gross negligence or willful misconduct of Landlord, or Landlord's employees, representatives or any of their agents, in which case Landlord must pay the deficit.

10.2 Loss Caused by Landlord. If, at any time prior to the expiration or termination of this Lease, the improvements to the Premises are totally or partially damaged or destroyed due to the act or omission of Landlord or its agents, which damage renders the Premises inaccessible or unusable to Tenant in the ordinary course of its business, then Tenant may at its option, upon written notice to Landlord within sixty (60) days after the occurrence of such damage or destruction, elect to terminate this Lease as of the date of the occurrence of such damage or destruction.

10.3 Damage Near End of Term. Notwithstanding anything contained herein to the contrary, should the Premises be damaged or destroyed by any casualties within the last thirty-six (36) months of the Initial Term of this Lease or within the last twenty-four (24) months of any Renewal Term, then to the extent that the Premises are untenable or unsuitable, in Tenant's reasonable opinion, for continued use in the normal conduct of Tenant's business, Tenant shall have the right, exercisable by written notice to Landlord given within sixty (60) days after the date of such damage or destruction, to terminate this Lease effective upon the date Tenant vacates the Premises. If Tenant terminates this Lease as thus provided Landlord shall be entitled to all of the insurance proceeds on the Premises, but not to the proceeds of insurance carried by Tenant on Tenant's Property.

11. Condemnation. As used herein, "Condemnation" means: (a) the taking of all or any part of the Premises or the possession thereof under the power of eminent domain; or (b) the voluntary sale of all or any part of the Premises to any person having the power of eminent domain, provided that the Premises or portion thereof is then under the threat of condemnation. For purposes of this Lease, the Condemnation will be deemed to have occurred upon the date possession of the Premises (or any portion thereof) taken is obtained by the condemning authority or the date on which title to the condemned property is legally transferred, whichever occurs first.

11.1 Total Condemnation. If the whole of the Premises shall be taken by Condemnation, then the Term of this Lease shall cease as of the day possession shall be taken and the Rent shall be paid up to that date.

11.2 Partial Condemnation. In the event that either (a) more than twenty percent (20%) of the square footage of the Premises is so taken, or (b) any part of the Building is so taken, then Landlord or Tenant shall each

have the right to terminate this Lease by written notice to the other party within ninety (90) days after the date of such Condemnation. If a party so elects to terminate this Lease upon such partial taking, this Lease shall terminate on the thirtieth (30th) day after such notice. The Rent shall be prorated to the date of termination. If a party does not elect to terminate this Lease, or if less than twenty percent (20%) of the square footage of the Premises is so taken, then this Lease shall continue in force provided that Tenant's rental obligation shall be proportionately reduced by the percentage of the Premises or the Building so taken and the award shall first be used to restore the Premises as nearly as practicable to the conditions existing prior to the date of such taking.

11.3 Damages. In the event of any Condemnation, whether whole or partial, Tenant shall not be entitled to any part of the award or price, as damages or otherwise, for such Condemnation, and Landlord shall receive and be entitled to the full amount of such award, except to the extent provided below. Tenant hereby expressly waives any right or claim to any part thereof and assigns to Landlord its interest therein; provided, however, that where the taking is such as results in a termination of the Lease pursuant to other provisions of this Article 11, that, notwithstanding anything herein to the contrary, Landlord shall not be entitled to that portion of any award, if any, and Tenant may claim as a separate award made specifically to Tenant in its own name for loss of Tenant's business or depreciation to and cost of removal of its stock, trade fixtures and equipment which it is entitled to remove. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

11.4 Temporary Taking. In the event of a taking of the Premises or any part thereof for temporary use, (i) this Lease shall be and remain unaffected thereby except that Rent shall be equitably abated during such time period to the extent that Tenant cannot use all or any portion of the Premises for the use permitted herein, provided that in the case of a partial taking such partial taking has a material, adverse effect on Tenant's business operations in the Premises, and (ii) Landlord shall be entitled to receive the award. For purposes of this Section, a temporary taking shall be defined as a taking for a period of one hundred eighty (180) days or less.

12. Assignment/Subletting.

12.1 General Restriction. Except as otherwise set forth in Section 12 or Section 19, Tenant shall not assign its interest in this Lease, nor sublet the Premises or any portion thereof, nor otherwise transfer or encumber this Lease or any interest therein (each, an "Assignment"), without first obtaining the prior written consent of Landlord, not to be unreasonably withheld, conditioned or delayed. At the time of any such proposed Assignment, and as a condition precedent thereto, a Tenant Default must not have occurred and be continuing at such time, under any terms of this Lease. Such consent may be conditioned on the agreement of any transferee to be bound by the provisions of this Lease. Except as expressly provided in this Lease, no Assignment will release Tenant or any successor, assign or person holding under Tenant from any of its obligations under this Lease. If Tenant consummates an Assignment without obtaining the necessary consent of Landlord if required by the provisions of this Lease, then a Tenant Default shall thereby be deemed to have occurred.

12.2 Right to Assign; Release of Tenant. Notwithstanding anything contained in the foregoing to the contrary, Tenant shall be permitted, without Landlord's consent, to complete an Assignment of its interest in this Lease or use of the Premises in connection with a Permitted Transfer (defined below). In the event of an Assignment or a Permitted Transfer, Tenant shall be released from liability of its obligations under this Lease if the assignee or transferee (x) operates at least forty (40) restaurants (either before or after the consummation of the assignment of this Lease) under the same or similar trade name as the restaurant operated at the Premises or under another trade name licensed by Franchisor YUM! Brands, Inc. or its successors or assigns, (y) has a net worth in excess of Ten Million and No/100 Dollars (\$10,000,000.00), and (z) assumes this Lease in writing. As used in this Section, a "Permitted Transfer" shall mean any one or more of the following: (A) any Assignment to an entity or corporation controlled by, under common control with, or controlling Tenant ("Tenant Affiliate"); (B) any Assignment to any corporation, partnership, trust, joint venture, or other entity, provided that Tenant (or any other entity to which Tenant could effect an Assignment without Landlord's consent, including a Tenant Affiliate) continues to exclusively operate and manage the Premises; (C) any Assignment to an entity that assumes Tenant's obligations under this Lease and either (1) merges or consolidates with Tenant or Tenant's parent, or is the surviving entity from any merger or consolidation affecting Tenant or Tenant's parent, or (2) acquires a substantial portion of the assets or equity interests of Tenant or Tenant's parent; (D) any Assignment in connection with any merger, consolidation, or reorganization of Tenant in which Tenant's parent is the surviving entity; (E) any Assignment to any other corporation or entity so long as such corporation or entity operates the Premises for the use which is then permitted under the terms of this Lease and either (x) merges or consolidates with Tenant or Tenant's parent or (y) acquires a substantial portion of the assets or equity interests of Tenant or Tenant's parent (e.g., if the principal officers of Tenant's parent decide to take Tenant's parent private or, if private, Tenant or Tenant's parent is taken public whose shares are then traded on a recognized national or international stock exchange); (F) any Assignment to Tenant's franchisor at the time of the Assignment ("Franchisor"), or to a franchisee of Franchisor; or (G) any change of control of Tenant or any entity directly or indirectly controlling Tenant. As used in this Section, "control" or related terms shall mean the power and ability to direct the day to day

management of the business, or to vote the majority of the shares or the interest of, the entity or corporation in question.

12.3 Assignment by Landlord. In the event any sale or exchange of the Premises by Landlord and assignment by Landlord of this Lease, the Landlord shall be entirely freed and relieved of its covenants and obligations contained in, or derived from the Lease arising out of any act, occurrence or omission relating to the Premises or this Lease occurring after the consummation of such sale or exchange and assignment, provided however, that the new owner shall assume and agree in writing for the benefit of Tenant to perform all the covenants and obligations of Landlord contained herein. In the event of such sale or exchange, this Lease shall nevertheless remain unimpaired and in full force and effect and Tenant hereunder agrees to attorn to the then owner of the Premises.

13. Tenant Default and Remedies.

13.1 Tenant Default. The following shall constitute a default of Tenant under this Lease (each, a "Tenant Default"):

(a) If Tenant fails to pay any monthly installment of Rent or any other payment hereunder on the date that same is due and shall not cure such failure within ten (10) days following written notice thereof from Landlord;

(b) Tenant's failure to perform any of the other terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice thereof from Landlord; provided, however, that that if such failure cannot reasonably be cured in the thirty (30) day period, no default shall be deemed to have occurred so long as Tenant shall commence the cure of the same within thirty (30) days of receipt of Landlord's notice and shall thereafter diligently pursue the same to completion; or

(c) If Tenant makes a general assignment for the benefit of creditors or files a voluntary petition in bankruptcy, or if a decree is entered involuntarily adjudicating Tenant a bankrupt and such decree is not dissolved within ninety (90) days, or if a receiver shall be appointed for all the property of Tenant and shall not be discharged within ninety (90) days, then, any such action shall constitute a default by Tenant and, subject to the rights of a mortgagee, Landlord may give notice and terminate this Lease; provided, however, that no such act or event shall constitute a default hereunder or permit the termination of this Lease as long as the payment of all Rent and the other obligations to be performed by the Tenant shall be performed by Tenant or any party claiming under or acting on behalf of Tenant.

13.2 Landlord Remedies. Upon the occurrence of a Tenant Default, following the expiration of any applicable notice and cure periods, Landlord shall have the option to pursue any one or more of the following remedies without notice or demand, in addition to all other rights and remedies available to Landlord at law or in equity, but in all instances, Landlord shall use commercially reasonable efforts to mitigate its damages:

(a) Landlord may enter upon and take possession of the Premises without terminating this Lease and without relieving Tenant of its obligation to make the monthly payments of Rent herein reserved, and as provided by applicable law expel or remove Tenant and any Tenant's Property located therein (and any other person who may be occupying the Premises or any part thereof) and relet the Premises in the name of Landlord at any rent readily obtainable, and receive the rent therefor. In such event, Tenant shall pay to Landlord monthly, upon demand, any deficiency in the monthly payments of Rent herein reserved that may arise by reason of such reletting and the expenses of such reletting, until the expiration of the Term of this Lease.

(b) Landlord may elect to terminate this Lease forthwith. In the event of such termination, Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may enter upon and take possession of the Premises as provided by applicable law and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, and any personal property or trade fixtures located therein. In the event of forfeiture of this Lease as herein provided, Tenant agrees that any prepaid Rent being held by Landlord hereunder shall be forfeited to Landlord as liquidated damages for Tenant's default, which liquidated damages shall be in addition to and not in lieu of any unpaid Rent or any other damages accruing to Landlord by reason of such violation by Tenant of any of the terms, provisions and covenants of this Lease.

14. Landlord Default and Tenant Remedies. Landlord shall be in default in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the receipt of written notice from Tenant specifying in detail Landlord's failure to perform; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, Landlord shall not be deemed in default if it shall commence such performance within thirty (30) days

and thereafter diligently pursues the same to completion. Upon default by Landlord which is not cured within any applicable notice and cure period, Tenant may pursue its rights and remedies at law or in equity. If Landlord shall be in default in the performance of any obligation required to be performed by Landlord under this Lease, or in the event Landlord or its agents causes the damage or destruction as set forth in Section 10.2, Tenant shall have the right to recover from Landlord all amounts necessary to compensate Tenant for all the detriment proximately caused by such default or which would be likely to result therefrom, including but not limited to lost profits.

15. Franchise Agreement. Tenant represents and warrants that on or prior to opening for business on the Premises for the use set forth in Section 4.1, it will have a franchise agreement for the operation of a KFC franchise (or other YUM! Brands franchise, if applicable) at the Premises in full force and effect.

16. Memorandum of Lease. A memorandum of this Lease, substantially in the form attached hereto as **Exhibit "C"**, shall be executed at the same time this Lease is executed, to be recorded prior to the recording of any other mortgage or deed of trust so that any other mortgage or deed of trust shall be subject and subordinate to this Lease. The memorandum shall be in form and substance acceptable to Tenant and Landlord.

17. Tenant Acknowledgment. Tenant acknowledges that this Lease is subordinate and subject to any and all ordinances that may presently affect or hereafter be placed upon or affect the Premises and all covenants, reciprocal easement declarations, restrictions and matters of record that presently affect the Premises.

18. Subordination. Landlord agrees that prior to executing and delivering any mortgage or deed of trust intended to encumber the Landlord's fee interest in the Premises (together with any related security instrument or any note secured thereby, each, a "Fee Mortgage"), Landlord shall secure from the holder of a Fee Mortgage, a subordination, non-disturbance and attornment agreement among Landlord, Tenant and such holder, in a form reasonably acceptable to Tenant and such holder.

19. Leasehold Mortgage. Landlord hereby consents and agrees that Tenant shall be free to grant a mortgage, security deed, deed of trust or similar instrument to encumber any leasehold right, title or interest of Tenant in the Premises (together with any related security instrument, a "Leasehold Mortgage"). Notwithstanding anything contained herein to the contrary, Tenant shall have no right to pledge or encumber any interest of Landlord, including Landlord's fee to the Premises or any of Landlord's other rights or interests in the Premises. Landlord acknowledges and agrees that (i) the existence of the Leasehold Mortgage shall not constitute a Tenant Default under this Lease, (ii) this Lease shall not be terminated or affected by foreclosure of the Leasehold Mortgage and sale of Tenant's interest in the Premises or any other proceeding pursuant to the Leasehold Mortgage, but if the holder of such Leasehold Mortgage or other person acquires or succeeds to the interest of Tenant in the Premises pursuant to the exercise of any remedy provided by the Leasehold Mortgage, this Lease shall continue in full force and effect as a direct lease between Landlord and the holder of such Leasehold Mortgage or other person succeeding to the interest of Tenant (but Tenant shall remain liable, and shall not be released, of its obligations under this Lease) upon all of the terms, covenants and agreements set forth herein.

20. Right of First Refusal. In the event that Landlord shall at any time during the Term hereof desire to sell the Premises pursuant to any bona fide offer which it shall have received, and provided that no Tenant Default has occurred and is continuing at such time, it shall first offer to sell the Premises to Tenant at the same price and terms as are contained in such bona fide offer. Tenant shall have ten (10) days from and after receipt thereof to decide whether or not to purchase the Premises on such price and terms. If Tenant shall give notice of intent not to purchase or shall fail to give notice within such ten (10) day period, Landlord may accept the offer of the third party and proceed with the sale on the terms and conditions set forth therein. If Tenant notifies Landlord that it elects to purchase the Premises at such price, the parties shall enter into a contract of purchase and sale forthwith, containing the material terms and price set forth in the offer. In the absence of contrary terms in the offer, such contract shall provide, among other things, for prorating rentals to date of closing; and conveyance free and clear of easements, restrictions and encumbrances (except as agreed to in writing by Tenant) by special warranty deed, with any applicable transfer taxes paid, properly executed and in form for recording. Notwithstanding the foregoing, Landlord shall not be required to first offer to sell the Premises to Tenant: (a) if the proposed sale is the result of a foreclosure by the holder of any Fee Mortgage; or (b) in the event of a transfer by Landlord to an affiliated entity that controls, is under control by, or is under common control with Landlord (such control being defined as the ownership of a majority of voting interests in such entity or the power to direct the management thereof); provided that following the occurrence of any of clause (a) or (b), the terms of this Section shall be deemed to survive such transfer and apply to any further sale of the Premises by bona fide offer not otherwise excluded by clause (a) or (b).

21. Waste. Tenant shall not cause injury or waste to the Premises, reasonable wear and tear, effects of time, and damage by the elements or casualty excepted. Tenant shall keep the Premises clean and free from rubbish, trash and garbage, and, at its own expense, arrange for removal of same.

22. Quiet Enjoyment. Landlord covenants that Landlord will put the Tenant into complete and exclusive possession of the Premises on the Effective Date as hereinbefore provided, and that, so long as no Tenant Default has occurred and continues beyond the applicable grace and/or cure period, the Tenant shall during the Term demised, freely, peaceably and quietly occupy and enjoy the full possession of the Premises hereby leased, and the tenements, hereditaments and appurtenances thereto belonging and the rights and privileges herein granted without molestation or hindrance, lawful or otherwise.

23. Landlord's Lien. Landlord shall not have, and hereby expressly waives, any lien granted to Landlord or any other interest it may have, whether statutory, by operation of law or otherwise, in the Tenant's Property, and Landlord agrees not to distraint or levy upon any of Tenant's Property or to assert any landlord's lien, rights of levy or distraint, claim, security interest or other interest in the Tenant's Property. Landlord shall execute, at the request of Tenant from time to time, such instruments as Tenant or its lender may reasonably request, in favor of any party which has an ownership or security interest in any of such personal property, for the purpose of confirming the waiver of landlord's lien or right to levy thereon or for the purpose of acknowledging the rights of such third party to the Tenant's Property notwithstanding installation thereof on the Premises.

24. Estoppel Certificates: Sales Information.

24.1 Each party shall, at any time and from time to time upon request of the other party, within twenty (20) days following notice of such request from the requesting party, execute, acknowledge and deliver to the requesting party a certificate ("Estoppel Certificate") in writing certifying (a) the date of commencement of this Lease; (b) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications to this Lease, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the Rent and other sums payable under this Lease have been paid; (d) the fact that there are no current defaults under this Lease by either Landlord or Tenant or, if there are any defaults, specifying each such default; (e) any other matter reasonably requested. If the certifying party fails to deliver the Estoppel Certificate within such twenty (20) day period, the requesting party shall so notify the certifying party and, if the certifying party does not deliver the Estoppel Certificate within three (3) business days thereafter, the certifying party's failure to do so shall automatically be deemed to establish conclusively that this Lease is in full force and effect and has not been modified except as may be represented by the requesting party, but shall not be deemed to establish that the party failing to provide the Estoppel Certificate is in default under this Lease.

24.2 Upon written request of the Landlord or in connection with any proposed sale or refinance of the Premises (but not more frequently than once in any twelve (12) month period), Tenant shall, within twenty (20) days following receipt of Landlord's written request therefor, deliver to Landlord a profit and loss statement for the restaurant operated at the Premises for the most recent twelve (12) calendar months and consolidated tenant financial statements for the most recent fiscal year of Tenant. All such financial information shall be deemed confidential and Landlord agrees not to share or disclose any such information with any third party unless such party enters into a commercially reasonable confidentiality and non-disclosure agreement with Tenant.

25. Parking. The Premises currently has a parking lot (the "Parking Lot"). Landlord agrees, except as otherwise provided herein, it will not block or barricade Tenant's access to the Parking Lot and Tenant shall have the right to use the Parking Lot twenty-four (24) hours a day, seven (7) days a week, every day of the year. Tenant is responsible for maintaining and making reasonable repairs to the Parking Lot, ordinary wear and tear excepted.

26. Signage and Building Identity. Tenant, at Tenant's sole cost and expense, shall be entitled to install signage on and about the Premises, including without limitation exterior signage at all lawful locations or as otherwise approved by appropriate governmental authority. Such signage shall be subject to all applicable laws. Landlord shall, using Landlord's best efforts, cooperate with Tenant, at no cost to Landlord, in Tenant obtaining the proper governmental approvals and permits for any requested signage.

27. Hazardous Materials.

27.1 Tenant and Landlord shall each comply with all applicable laws relating to environmental conditions on, under or about the Premises including, but not limited to, soil and ground water conditions. Without limiting the generality of the foregoing, Tenant and Landlord shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Material (as defined below) upon or about the Premises, nor permit their respective employees, agents, invitees or contractors to engage in such activities upon or about the Premises. However, the foregoing provisions shall not prohibit the transportation to and from, and the use, storage, maintenance and handling within, the Premises of substances customarily used in connection with normal business use provided: (a) such substances shall be used and maintained only in such quantities as are reasonably necessary

for the then-existing use of the Premises, strictly in accordance with applicable laws and the manufacturers' instructions therefor, (b) such substances shall not be disposed or discharged within the Premises, and shall be transported to and from the Premises in compliance with all applicable laws, and (c) if any applicable law or Landlord's or Tenant's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Tenant shall make arrangements at Tenant's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site. The term "Hazardous Materials" shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises, or (ii) regulated or monitored by any governmental authority having jurisdiction over the Premises.

27.2 Landlord and Tenant each represent and warrant that to its knowledge, no person or entity has used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, or about the Premises (or off-site of the Premises that might affect the Premises), or transferred to or from the Premises, any Hazardous Materials except as described in that certain Phase I Environmental Site Assessment prepared by Professional Service Industries, Inc. as Project No. 00294452-1, or in any subsequent environmental assessment, investigation, testing or analysis of the Premises completed in connection with or as a result of the recommendations contained in the Phase I (collectively, the "Environmental Reports"). Tenant shall protect, indemnify and hold harmless Landlord and its directors, officers, members, managers, contractors, employees, agents, parents, subsidiaries, successors and assigns from and against any and all loss, damage, cost, expense, or liability (including reasonable attorneys' fees and costs) arising out of or attributable to Tenant's generation, manufacture, production, storage, release, discharge, or disposal of Hazardous Materials on, under or about the Premises occurring during the Term of this Lease. Landlord shall protect, indemnify and hold harmless Tenant and its directors, officers, members, managers, contractors, employees, agents, parents, subsidiaries, successors and assigns from and against any and all loss, damage, cost, expense, or liability (including reasonable attorneys' fees and costs) arising out of or attributable to the actions or omissions of Landlord or its agents, or a breach by Landlord of any representation, warranty, covenant or agreement contained in this Section 27. It is the intent of Landlord and Tenant that Tenant shall have no liability for damage to the environment or natural resources, for abatement, removal or clean-up of, or otherwise, with respect to the environmental condition (known or unknown) of the Premises or any property adjacent thereto prior to the Effective Date of the Lease, including without limitation those conditions described in the Environmental Reports or arising out of such conditions; and that Landlord shall have no liability for damage to the environment or natural resources, for abatement, removal or clean-up of, or otherwise, with respect to the environmental condition (known or unknown) of the Premises or any property adjacent thereto arising out of or attributable to the actions or omissions of Tenant. The warranties and indemnifications made by the parties in this Section 27.2 shall survive the termination of this Lease, provided that, with respect to a release associated with an Environmental Regulatory Action, as defined below, the indemnifications shall terminate on receipt of a "no further action" letter or equivalent, from the governmental body concerned, or, if no such letter is available, upon the issuance of a report by Tenant's consultant, which consultant has been approved by Landlord in its reasonable discretion, stating that in the opinion of the consultant, all actions likely to be taken by a governmental body have been taken with respect to the release.

27.3 In the event there is a release of Hazardous Materials (including without limitation Hazardous Materials originating from any adjoining property or any property in the vicinity of the Premises) in, on or around the Premises, which results in an enforcement action or actions or proceedings brought against the Landlord or Premises by a governmental body having jurisdiction to compel an investigation, remediation, cleanup, response action, removal action or other regulatory response (the "Environmental Regulatory Action"), Landlord shall take all required Environmental Regulatory Action and shall have the right to access the Premises as may be reasonably required for the performance of such obligations. Any such corrective, remedial or response action taken in connection with such Environmental Regulatory Action shall be at Landlord's sole expense, unless directly attributable to the acts or omissions of Tenant, in which case the indemnities in Section 27.2 shall apply. If any corrective, remedial or responsive action includes any alterations to the Premises or such alterations are required by Environmental Laws, said alterations shall be performed at the expense of the party responsible for such Environmental Regulatory Action. In the event of an Environmental Regulatory Action not attributable to the acts or failure to act on the part of Tenant, and which Environmental Regulatory Action causes a material, adverse effect on Tenant's business operations in the Premises, the rent shall abate for each day from the date of the Environmental Regulatory Action until such time as the Hazardous Materials affecting the Premises have remediated, and the earlier of the date when: (i) Landlord obtains a "no further action" letter or equivalent or a report by Tenant's consultant as provided in Section 27.2 above and delivered the same to Tenant, or (ii) the Tenant has resumed its normal business operations at the Premises. Tenant shall have no obligation to conduct or otherwise pay for any investigative, engineering or remedial expenses, including, but not limited to, consultant fees for preparation of a report by Tenant's consultant with respect to any release directly attributable to Landlord or its agents or representatives, but shall be responsible for all such investigative, engineering or remedial expenses, including consultant fees, with respect to any release directly

attributable to the acts or failure to act on the part of Tenant or its agents or representatives. If within six (6) months after Tenant ceases operating on the Premises due to a release caused by Landlord, Landlord has not received a "no further action" letter or equivalent or a report from Tenant's consultant, as described above, and delivered the same to Tenant, and Tenant has not resumed its normal business operations at the Premises, then Tenant may in its discretion elect to terminate this Lease.

28. No Express or Implied Covenant of Continuous Operation. Notwithstanding anything contained in this Lease to the contrary, nothing set forth in this Lease shall be construed, in any manner whatsoever, as an implied covenant of continuous operation or occupation on the part of Tenant, and Landlord specifically acknowledges that there is no covenant of continuous operation or occupation on the part of Tenant, express or implied. In the event that Tenant elects to cease its business operations at the Premises, such cessation shall not be deemed to be a Tenant Default hereunder, nor shall such cessation relieve Tenant of any of its liabilities or obligations under and pursuant to this Lease.

29. No Waiver of Covenants and Agreements. The failure of Landlord or Tenant to insist in any instance on the strict keeping, observance or performance of any covenant or agreement contained in this Lease, or the exercise of any election contained in this Lease, shall not be construed as a waiver or relinquishment for the future of such covenant or agreement, but the same shall continue and remain in full force and effect. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of said lease.

30. Right of Entry. Upon the occurrence and during the continuance of a Tenant Default, Landlord and its representatives may enter on to the Premises during normal business hours upon reasonable advance written notice to Tenant. During the last ninety (90) days of the Term or the last ninety (90) days of any Renewal Term, upon reasonable advance written notice to Tenant, Landlord shall have the right to enter upon the Premises during all business hours for the purpose of exhibiting the same to purchasers or prospective Tenants. Any entry by Landlord and/or its representatives shall be accomplished in a manner which will minimize any interruption or interference with Tenant's business operations within the Premises.

31. Surrender of Premises. Tenant shall promptly surrender the Premises to Landlord at the expiration or sooner termination of the Term of this Lease and leave the Premises (including, all building systems, such as HVAC, electrical and plumbing) in good condition and repair, subject to reasonable wear and tear, broom clean and free of all debris, waste and by-products. Tenant is not a guarantor of the condition of the Premises and any conditions that naturally occur, such as settling or mold, shall be considered reasonable wear and tear. Tenant may remove all of Tenant's Property from the Premises, as permitted in this Lease. Upon removal of any trade fixtures affecting the building systems, Tenant shall cap or cover such building system upon removal of the trade fixtures. Any of Tenant's Property remaining in the Premises at the expiration of the Term of this Lease shall be deemed abandoned by Tenant, and Landlord may claim the same and shall in no circumstances have any liability to Tenant therefor. Upon termination, Tenant shall also surrender all keys for the Premises to Landlord and, if applicable, inform Landlord of any combinations of locks or safes in the Premises. Notwithstanding anything contained in this Lease to the contrary, in the event of expiration or sooner termination of the Lease or the Kentucky Fried Chicken franchise agreements, Landlord shall allow KFC US, LLC, including its personnel or agents ("KFC") to enter the Premises and remove any KFC trademarks and trade dress from the restaurant décor and signage in accordance with KFC's standards. The provisions of this paragraph shall survive the expiration or termination of this Lease.

32. Holding Over. Any holding over after the expiration of the Term hereof, with or without the consent of Landlord, shall be construed to be a tenancy from month to month at the Rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable; provided, however, if such holding over is without the consent of Landlord; Rent for such holdover period shall be 150% the Rent due for the last month of the Term.

33. No Consequential Damages. Notwithstanding any provision of this Lease to the contrary, under no circumstances shall either party be liable to the other for any consequential or punitive damages or lost profits.

34. Separability and Survivability. The illegality, invalidity or unenforceability of any term, condition, or provision of the Lease shall in no way impair or invalidate any other term, provision or condition of the Lease, and all such other terms, provisions and conditions shall remain in full force and effect. In the event that Landlord or Tenant lawfully terminate this Lease, the provisions of this Lease shall otherwise remain in effect to the extent necessary to allow Landlord and Tenant to enforce rights and obligations accruing prior to the termination of this Lease and attributable to the period of time prior to the termination of this Lease.

35. Governing Law. The Lease shall be governed by and construed pursuant to the laws of the state in which the Premises are located.

36. Notices. All notices required under this Lease shall be deemed to be properly served if delivered in writing personally, sent by certified mail with return receipt requested or sent by nationally recognized overnight carrier, to the party at the address set forth below, or to any subsequent address which Tenant or Landlord may designate in writing to the other party for such purposes. The date of service of a notice shall be deemed received (a) when delivered, if delivered personally, (b) three (3) days after being deposited in the United States mail, certified mail, postage prepaid, or (c) one (1) day after being sent using a reliable overnight carrier. All notices shall be addressed as follows:

If to Landlord:	Quick Service Realco, LLC 10950 Grandview Drive, Suite 300 Overland Park, KS 66210 Attn: President
If to Tenant:	FQSR, LLC, d/b/a KBP Foods 10950 Grandview Drive, Suite 300 Overland Park, KS 66210 Attn: President

37. Binding Effect. Except as otherwise herein provided, this Lease and all the covenants, terms, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, representatives, successors and assigns of each party hereto, and all covenants herein contained shall run with the land and bind any and all successors in title to Landlord.

38. Attorneys' Fees. If either Landlord or Tenant commences or engages in any action or litigation or arbitration against the other party arising out of or in connection with the Lease, the Premises and/or the Building, including but not limited to, any action for recovery of any payment owed by either party under the Lease, or to recover possession of the Premises, or for damages for breach of the Lease, the prevailing party in any such action shall be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in connection with the action and in preparation for said action. This provision shall survive the termination of the Lease.

39. Cooperation. Landlord shall fully cooperate with Tenant throughout the Term of this Lease to secure or maintain proper zoning, building and other permits for the Premises, and to assist Tenant in complying with all applicable laws. Landlord shall execute any petitions, requests, applications and the like as Tenant shall reasonably request in order to obtain any permit, license, variances and approvals which, in the reasonable judgment of Tenant, are necessary for the lawful construction and/or operation of Tenant's business on the Premises.

40. Entire Agreement and Amendment. This Lease constitutes the complete and entire agreement between the parties. All negotiations, considerations, representations and understandings between Landlord and Tenant are merged herein and may be modified or altered only by agreement in writing between Landlord and Tenant. No act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof.

41. Authority. Each party warrants and represents to the other party that (a) it is duly organized, validly existing and in good standing in the state of its organization; (b) it has all requisite power and authority to own and lease property in the state where the Premises are located; (c) it is fully authorized to enter into this Lease and that all required actions have been taken to authorize the execution of this Lease; and (d) this Lease constitutes a legally binding agreement enforceable against Landlord and Tenant, respectively, in accordance with its terms.

42. Counterparts. This Lease may be executed in one or more counterparts, all of which, when taken together shall constitute one agreement. A signed copy of this Lease delivered by facsimile, PDF, e-mail or other electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease.

43. Exhibits. All Exhibits referenced herein and attached hereto are made a part hereof.

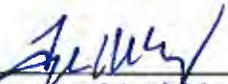
[Signature page to follow]

SIGNATURE PAGE TO
LEASE AGREEMENT

IN WITNESS WHEREOF, said parties have executed and delivered this Lease as of the date and year first above written.

"Landlord"

Quick Service Realco, LLC

By: 
Name: Taylor McElhane
Title: Authorized Agent

"Tenant"

FQSR, LLC

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO
LEASE AGREEMENT

IN WITNESS WHEREOF, said parties have executed and delivered this Lease as of the date and year first above written.

“Landlord”

Quick Service Realco, LLC

By: _____

Name: _____

Title: _____

“Tenant”

FQSR, LLC

By: _____

Name: _____

Title: _____

[Handwritten signature]
Barry W. Dubin
CFO

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel C of Resubdivision of Part of Lot 8 in Block 33 of St. Ferdinand Commons, per plat thereof recorded in Plat Book 133 page 17, as corrected by Affidavit recorded in Book 6456 page 1491 of the St. Louis County, Missouri Records.

EXHIBIT "B"

RENT SCHEDULE

Initial Term:	Rent Per Month	Annual Rent
Rent Commencement Date to 2/28/2025	\$9,000.00	\$108,000.00
3/1/2025 to 2/28/2030	\$9,630.00	\$115,560.00
3/1/2030 to 2/28/2035	\$10,304.10	\$123,649.20
3/1/2035 to 2/29/2040	\$11,025.39	\$132,304.64
Renewal Term(s):		
3/1/2040 to 2/28/2045	\$11,797.16	\$141,565.96
3/1/2045 to 2/28/2050	\$12,622.97	\$151,475.58

EXHIBIT "C"
FORM MEMORANDUM OF LEASE
{See attached}

(The Above Space for Recorder's Use Only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made as of February ____, 2020, by and between Quick Service Realco, LLC, a Delaware limited liability company ("**Landlord**"), and FQSR, LLC, a Delaware limited liability company (d/b/a KBP Foods) ("**Tenant**"), having an office at c/o KBP Foods, 10950 Grandview Drive, Suite 300, Overland Park, KS 66210.

1. Landlord is the fee owner of certain real property located at 2450 N. Highway 67, Florissant, MO 63031, as more particularly described on Exhibit A attached hereto, together with improvements constructed thereon (the "**Property**").

2. Landlord and Tenant are parties to a Lease Agreement (the "**Lease**") dated on or about the date of this Memorandum of Lease. The Lease demises the Property to Tenant.

3. The Lease establishes a lease commencement date on or about the date of this memorandum. The Initial Term of the Lease is twenty (20) years from the first day of the month after the month during which the Rent Commencement Date (as defined in the Lease) occurs, and the Lease establishes that Tenant shall have two (2) renewal options of five (5) years each.

4. The Lease grants Tenant a right of first refusal, whereby if Landlord desires to sell the Property pursuant to any bona fide offer which it has received, it shall first offer to sell the same to Tenant at the same price and terms as are contained in such bona fide offer.

5. The purpose of this Memorandum of Lease is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. The terms and conditions of the Lease, as may be amended, are incorporated herein as though set forth in full. In the event of any conflict between the provisions of this instrument and the Lease, the provisions of the Lease shall control. This Memorandum of Lease is not intended, and shall not be construed, to define, limit or modify the Lease.

[signature page(s) follows]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first above written.

“Landlord”

Quick Service Realco, LLC

By: _____(SEAL)

Name: _____

Title: _____

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BEFORE ME, a Notary Public in and for said County and State, appeared _____, the _____ of Quick Service Realco, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at this _____ day of _____, 2020.

(seal)

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first above written.

“Tenant”

FQSR, LLC

By: _____(SEAL)

Name: _____

Title: _____

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BEFORE ME, a Notary Public in and for said County and State, appeared _____, the _____ of FQSR, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at this _____ day of _____, 2020.

(seal)

Notary Public

My Commission Expires:

EXHIBIT A
TO MEMORANDUM OF LEASE

Parcel C of Resubdivision of Part of Lot 8 in Block 33 of St. Ferdinand Commons, per plat thereof recorded in Plat Book 133 page 17, as corrected by Affidavit recorded in Book 6456 page 1491 of the St. Louis County, Missouri Records.

BILL OF SALE

THIS BILL OF SALE (this “Bill of Sale”) is entered into effective February ____, 2020, by and between FQSR, LLC, a Delaware limited liability company (“Purchaser”), SLATER ENTERPRISES, INC., a Missouri corporation, KMS-KFC, LLC, a Missouri limited liability company, HTH MANAGEMENT, LLC, a Missouri limited liability company, and SLATER LITCHFIELD, LP, a Missouri limited partnership (collectively, “Seller”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated November 27, 2019 (the “Purchase Agreement”), by and among Purchaser and Seller, Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of the Purchased Assets (as defined in Section 2.1(a) of the Purchase Agreement); and

WHEREAS, Seller desires to deliver to Purchaser such instruments of sale, transfer, conveyance, assignment and delivery as are required to vest in Purchaser all of Seller’s right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual promises contained therein, and for other good and valuable consideration, the receipt and sufficiency of which Purchaser and Seller each acknowledge, the parties agree as follows:

1. Each capitalized term used but not defined in this Bill of Sale shall have the meaning ascribed to it in the Purchase Agreement.
2. Effective as of the Closing Date, Seller hereby sells, transfers, assigns, conveys and delivers to Purchaser all of its rights, titles and interests in and to all of the Purchased Assets free and clear of any and all Liens other than the Permitted Liens.
3. Seller makes no representations or warranties, express or implied, including, but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose, to Purchaser with respect to the Purchased Assets, except as set forth in the Purchase Agreement.
4. If any conflict exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.
5. Seller agrees that from time to time at Purchaser’s request and subject in all respects to the provisions of the Purchase Agreement, Seller will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably required to carry out the purposes of this Bill of Sale.
6. This Bill of Sale is made for the sole benefit of the parties hereto and their respective successors, executors and permitted assigns, and nothing contained herein, express or implied, is intended to or shall confer upon any other person, any third-party beneficiary right or any other legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Bill of Sale.

7. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any of the conflict of law rules thereof.

8. This Bill of Sale shall be effective as of the date first above written.

9. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any party hereto may execute this Bill of Sale by facsimile signature and the other parties hereto will be entitled to rely upon such facsimile signature as conclusive evidence that this Bill of Sale has been duly executed by such party.

[Signature pages follow]

IN WITNESS WHEREOF, Purchaser and Seller has caused this Bill of Sale to be executed and delivered as of the date first above written.

FQSR, LLC

a Delaware limited liability company

By:  _____

Name: Barry W. Dubin

Title: Chief Development Officer

[Signature page to Bill of Sale]

SELLER:

SLATER ENTERPRISES, INC.

By: 

Name: Thomas J SLATER

Title: PRESIDENT

KMS-KFC, LLC

By: 

Name: THOMAS J SLATER

Title: MANAGER

HTH MANAGEMENT, LLC.

By: 

Name: THOMAS J SLATER

Title: MANAGER

SLATER LITCHFIELD, LP

[Signature page to Bill of Sale]

By: 
Name: THOMAS J SLATER
Title: GENERAL PARTNER

4826-0249-4381, v. 3

[Signature page to Bill of Sale]

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "FQSR, LLC", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF FEBRUARY, A.D. 2011, AT 12:44 O'CLOCK P.M.



4907533 8100

110179326

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8570685

DATE: 02-18-11

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF FORMATION
OF
FQSR, LLC**

FQSR, LLC (the "Company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware.

DOES HEREBY CERTIFY:

FIRST: The Certificate of Formation of the Company is hereby amended to include the following additional articles:

ARTICLE IV

The purpose of this company is limited to owning, operating, and developing Taco Bell, KFC, Pizza Hut, A&W All-American Food and Long John Silver's branded foodservice operations, and other branded concepts expressly approved in writing by location by YUM! Brands, Inc., or one of its subsidiaries.

ARTICLE V

Any transfer of Membership Interests is subject to the prior written consent of Taco Bell Corp.

SECOND: Except as expressly provided herein, all of the terms and provisions of the Certificate of Limited Liability Company shall remain in full force and effect and are hereby ratified and confirmed.

THIRD: That said amendment is being filed in accordance with Section 18-202 of the Limited Liability Company Act of the State of Delaware.

IN WITNESS WHEREOF, this Certificate of Amendment is executed as of the 17th day of February, 2011.

By: /s/ Erin Swick
Erin Swick
Authorized representative

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "FQSR, LLC", FILED IN THIS OFFICE ON THE THIRD DAY OF DECEMBER, A.D. 2010, AT 4:39 O'CLOCK P.M.

4907533 8100

101148380

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8399337

DATE: 12-03-10

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:39 PM 12/03/2010
FILED 04:39 PM 12/03/2010
SRV 101148380 - 4907533 FILE

STATE OF DELAWARE
CERTIFICATE OF FORMATION
FOR
FQSR, LLC

ARTICLE I

The name of the limited liability company is FQSR, LLC.

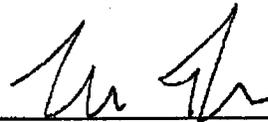
ARTICLE II

The address of its registered office in the State of Delaware is 32 W. Loockerman Street, Suite 201, Dover, DE 19904, Kent County. The name of its registered agent at such address is Registered Agent Solutions, Inc.

ARTICLE III

Management of the limited liability company shall be vested in one or more Managers in accordance with the company's written operating agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of December 3, 2010.



Michael Rubinger, Organizer

STATE OF DELAWARE
CERTIFICATE OF CHANGE OF AGENT
AMENDMENT OF LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is FQSR, LLC

2. The Registered Office of the limited liability company in the State of Delaware is changed to 2711 Centerville Road, Suite 400

(street), in the City of Wilmington,
Zip Code 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is _____
Corporation Service Company

By: /S/ Derek A. McDowell
Authorized Person

Name: Derek A. McDowell
Print or Type

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "FQSR, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTH DAY OF MARCH, A.D. 2020.




Jeffrey W. Bullock, Secretary of State

4907533 8300

SR# 20201915287

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202518477

Date: 03-04-20

CITY OF FLORISSANT

955 rue St. Francois
314-921-5700

APPLICATION FOR LIQUOR LICENSE

Please call Sara
or Mike at
Hurley + Hurley Inc
with any questions.
Thank you!
Hurley + Hurley
314-241-1111

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 Pa

To the City Clerk, City of Florissant, Saint Louis Cr

The undersigned hereby makes application for a liquor license issued und

TYPE OF LICENSE REQUESTED:

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

Name of Business Storming Crab

Business Address 13971 New Halls Ferry Rd Phone _____

Names of Applicant, Corporation, or LLC Storming Crab Crosskey LLC

Address of Owner 2448 Augusta St Dyersburg, TN 38024-8943 Phone 718-496-2970
Street City State Zip

Name of Managing Officer Matthew D. Lung

Home Address 15202 Islevue Dr. Chesterfield, MO 63017 Years at address 10+ years
Street City/State Zip Home Phone 314-283-4492

Managing Officer Date & Place of Birth 09/04/1968 - St. Louis, MO Cell Phone 314-283-4492

Managing Officer Driver's License No. [Redacted] Social Security Number* [Redacted]
(Provide a copy of driver's license) * Social Security Number used for purposes of identification in running record check.

Managing Officer Personal Property Taxes 2019 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? No
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 of 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? yes
If so, state name O'charley's Restaurant

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:

Storming Crab
Trade Name
[Signature]
Signature of Managing Officer

STATE OF MISSOURI) SS
COUNTY OF ST. LOUIS)

Matthew D. Wong, of lawful age, being first duly sworn upon his 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.

[Signature]
Signature of Individual or **Managing Officer**

Subscribed and sworn to before me this 8th day of June, 2020.

[Signature]
Notary Public

My Commission Expires: 8/20/2021

NOTE: APPLICATION MUST BE SWORN TO BEFORE A NOTARY PUBLIC



SUPPLEMENT TO APPLICATION FOR LIQUOR LICENSE

CORPORATION & LIMITED LIABILITY COMPANY:
Copy of Certificate of Incorporation/ Registration &
Articles of Organization papers must be attached

To the Florissant City Council,
Florissant, St. Louis County, Missouri _____ DATE _____

**TO BE COMPLETED BY ALL PARTNERS, OR IF CORPORATION OR LIMITED
LIABILITY CORPORATION BY ALL OFFICERS OR MEMBERS:**

1. FULL NAME Sian Wenar
SOC. SEC. NO. [REDACTED] PLACE OF BIRTH China
DATE OF BIRTH [REDACTED] SEX M
PHONE NUMBER 718-496-2970
ADDRESS 2448 Augusta St, Dyersburg, TN 38024-8943
LAST PREVIOUS ADDRESS _____
NO. OF YEARS _____

2. FULL NAME _____
SOC. SEC. NO. _____ PLACE OF BIRTH _____
DATE OF BIRTH _____ SEX _____
PHONE NUMBER _____
ADDRESS _____
LAST PREVIOUS ADDRESS _____
NO. OF YEARS _____

3. FULL NAME _____
SOC. SEC. NO. _____ PLACE OF BIRTH _____
DATE OF BIRTH _____ SEX _____
PHONE NUMBER _____
ADDRESS _____
LAST PREVIOUS ADDRESS _____
NO. OF YEARS _____

4. FULL NAME _____
SOC. SEC. NO. _____ PLACE OF BIRTH _____
DATE OF BIRTH _____ SEX _____
PHONE NUMBER _____
ADDRESS _____
LAST PREVIOUS ADDRESS _____
NO. OF YEARS _____

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 Realty Associates Fund X LP PHONE _____

ADDRESS 28 State Street, 10th Floor CITY Boston STATE MA ZIP 02109

NAME OF BUSINESS Storming Crab PHONE _____

ADDRESS 13971 New Halls Ferry CITY St. Louis STATE MO ZIP 63033

BUSINESS HOURS M-Su, 11am-11pm

OWNER/MANAGER Matthew D. Lung PHONE 314-283-4492 (cell)

HOME ADDRESS 15202 Isleview Dr. CITY Chesterfield STATE MO ZIP 63017

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 Matthew D Lung ADDRESS 15202 Isleview Dr.

CITY & STATE Chesterfield, MO ZIP 63017 PHONE 314-283-4492 (cell)

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: _____

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.

CITY OF FLORISSANT



FLORISSANT, MISSOURI

WAIVER

Authorization to complete record check

I, Matthew D. Ung
RESIDING AT 15202 Islevue Dr.
IN THE CITY OF Chesterfield
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.

[Signature]
Witness
6/8/2020
Date

[Signature]
Signature
9/4/1968
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.*

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 Storming Crab

Location 13971 New Halls Ferry Rd **Phone** _____

Exact Trade Name, LLC or Corporation Storming Crab Crosskey 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 Matthew D. Lung 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.

[Signature]
Signature of Individual or Managing Officer

Subscribed and sworn to before me this 8 day of June, 2020.

My Commission Expires: 8/20/2021

[Signature]
Notary Public




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

LC001677991
Date Filed: 11/25/2019
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

STORMING CRAB CROSSKEY LLC

(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "LLC.," or "LLC")

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

To operate a restaurant

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

<u>JIAN WENG</u>	<u>13971 NEW HALLS FERRY ROAD</u>	<u>FLORISSANT MO 63033</u>
<i>Name</i>	<i>Street Address: May not use PO Box unless street address also provided</i>	<i>City/State/Zip</i>

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))

<i>Name</i>	<i>Address</i>	<i>City/State/Zip</i>
<u>WENG, JIAN</u>	<u>2448 AUGUSTA DRIVE</u>	<u>DYERSBURG TN 38024</u>

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: <u>ZHENZHONG ACCOUNTING USA LLC</u>
Address: <u>Email: ye@zzausa.com</u>
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:

JIAN WENG
Organizer Signature

JIAN WENG
Printed Name

11/25/2019
Date of Signature

STATE OF MISSOURI



**John R. Ashcroft
Secretary of State**

CERTIFICATE OF ORGANIZATION

WHEREAS,

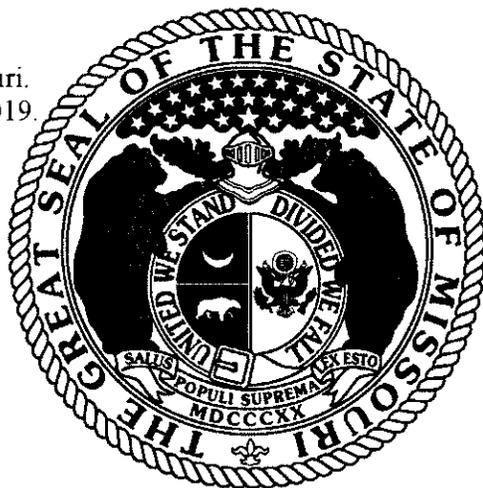
***STORMING CRAB CROSSKEY LLC
LC001677991***

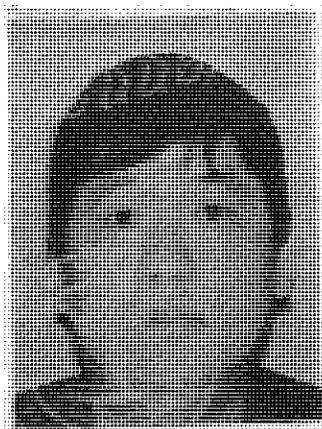
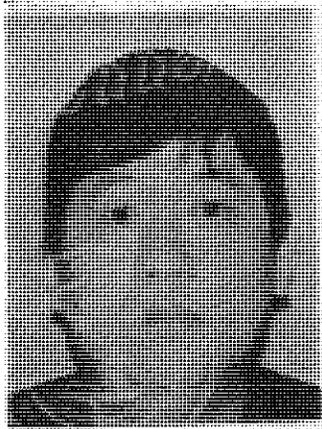
filed its Articles of Organization with this office on the 25th day of November, 2019, and that filing was found to conform to the Missouri Limited Liability Company Act.

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 25th day of November, 2019, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

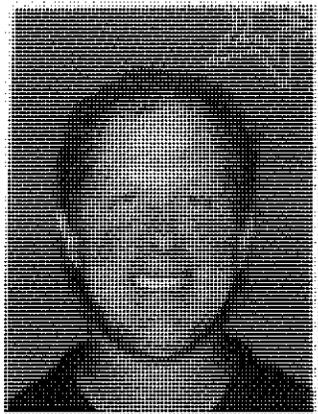
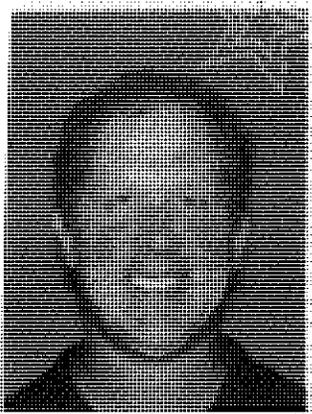
IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this 25th day of November, 2019.


Secretary of State

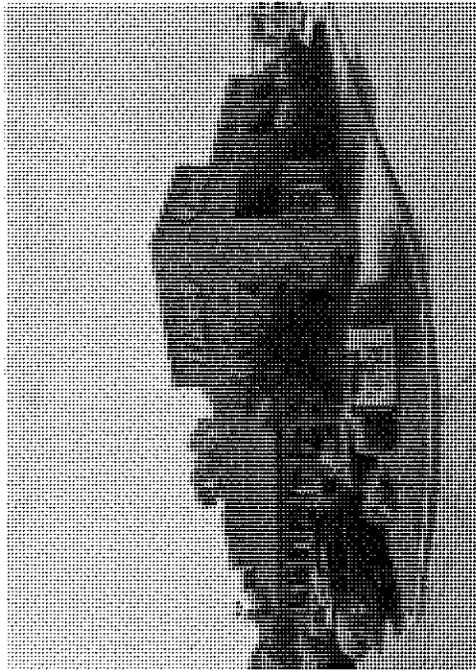




Jian Weng



Matthew Lung



Personal Property Tax Receipt
ST. LOUIS COUNTY, MISSOURI



Personal Property Tax Receipt

This information reflects the tax status for the account and tax year indicated.

This receipt serves as proof of paid personal property taxes and must be submitted when applying for an annual permit or license from St. Louis County.

No Taxes Are Due

Effective 4/9/2020.

Tax Year: 2019
Account Number: I00942355
Account Status: Active
Name: Lung Matthew D & Sherry E
Taxing Address: 15202 Islevew Dr
 Chesterfield, MO 63017
School Sub Code: 108S
City Code: 105
Site Code: 0349
Total Assessed Value: 5,070
Tax Rate: 8.0968
Personal Property Declaration: 2019 declaration has been received.

Office Use: TP3A6515S3F2C469P0M01I9ORP 4/9/2020 10:06:52 AM



Personal Property Tax Paid: I00942355

Tax Year	Tax	Interest	Penalties	Other Charges	Total Tax	Amount Paid	Date Paid
2019	\$410.51	\$0.00	\$0.00	\$0.00	\$410.51	\$410.51	12/31/2019

Vehicles Detail: I00942355 - 2019

Line Number	Reference Number	Year	Make	Model	Type	Product Code	Total Units	Assessed Value Per Unit	Total Assessed Value
1	80	2006	Buic	Lucerne	Auto	043586	1	620	620
2	70	2015	Linc	Mkz	Auto	880372	1	4,450	4,450
Total >>									5,070

If you have any questions, please contact the Collection Division at (314)615-5500.

Close Window

Check Your Voter Registration

Yes, Matthew Lung is registered at 15202 ISLEVIEW DR CHESTERFIELD, 63017

Your precinct is LAF.LAF.028. To view your polling place and a listing of candidates and issues on the next ballot, please visit our [Voter Outreach Portal](#)

INTRODUCED BY COUNCIL AS A WHOLE

June 22, 2020

RESOLUTION NO. 1017

**RESOLUTION OF THE CITY OF FLORISSANT SUPPORTING
A GRANT APPLICATION FOR AN INCLUSIVE
PLAYGROUND AT MANION PARK.**

WHEREAS, the City Council deems it necessary to improve a public park or facility, more specifically known as Manion Park, to serve its citizens as well as those in the metropolitan area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORISSANT MISSOURI AS FOLLOWS:

1. An application be made to the Municipal Park Grant Program in the County of St. Louis for a grant-in-aid for some or all the costs of the project, reimbursable by the Commission upon completion by the city.
2. That a project proposal be prepared and submitted to the Municipal Park Grant Commission.
3. The governing body hereby authorizes Mayor Timothy J. Lowery to sign and execute the necessary documents for forwarding the project proposal application and later execute an agreement for a grant-in-aid from the Municipal Park Grant Commission.
4. If a grant is awarded, the City of Florissant will enter into an agreement or contract with the Commission regarding said grant.

Adopted this 22nd day of June, 2020.

Jeff Caputa, City Council President

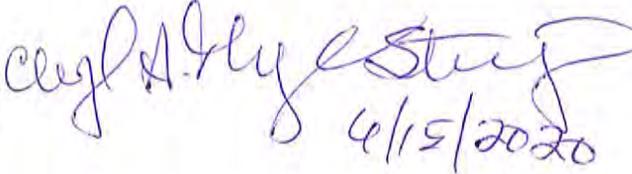
ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk

**From the Desk of
Cheryl A. Thompson-
Stimage**

Interoffice Memo

To: Florissant City Council
Thru: Mayor Timothy J. Lowery
From: Cheryl A. Thompson-Stimage, Director of Parks and Recreation
Date: June 15, 2020
Re: Resolution for St. Louis County Park Grant Round 21



This resolution is presented to you for approval to submit a Grant for the installation of an inclusive playground, at Manion Park. This grant will provide \$525,000 of the cost associated with this project. The grant will be submitted in August 2020 for project funding in 2021.

FLORISSANT CITY COUNCIL

AGENDA REQUEST FORM

Date: 6-22-2020

Mayor's Approval:



Agenda Date Requested: 15-Jun-20

Resolution from Council supporting applying for a St. Louis County Municipal Grant to install an inclusive playgournd at Manion Park

Department: Parks & Recreation

Recommending Board or Commission:

Type of request:

Ordinances	X	Other	X
Appropriation		Liquor License	
Transfer		Hotel License	
Zoning Amendment		Special Presentations	
Amendment		Resolution	X
Special Use Transfer		Proclamation	
Special Use		Subdivision	
Budget Amendment			

Y/N

Y/N

Public Hearing needed: Yes / No

no

3 readings? : Yes / No

no

Back up materials attached:		Back up materials needed:	
Minutes		Minutes	
Maps		Maps	
Memo		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 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: _____

RESOLUTION

RESOLUTION OF THE CITY OF FLORISSANT SUPPORTING A GRANT APPLICATION FOR AN INCLUSIVE PLAYGROUND AT MANION PARK.

WHEREAS, the City Council deems it necessary to improve a public park or facility, more specifically known as Manion Park, to serve its citizens as well as those in the metropolitan area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORISSANT MISSOURI AS FOLLOWS:

1. An application be made to the Municipal Park Grant Program in the County of St. Louis for a grant-in-aid for some or all the costs of the project, reimbursable by the Commission upon completion by the city.
2. That a project proposal be prepared and submitted to the Municipal Park Grant Commission.
3. The governing body hereby authorizes Mayor Thompson P. Schneider to sign and execute the necessary documents for forwarding the project proposal application and later execute an agreement for a grant-in-aid from the Municipal Park Grant Commission.
4. If a grant is awarded, the City of Florissant will enter into an agreement or contract with the Commission regarding said grant.

PASSED AND RESOLVED THIS _____ DAY OF _____, 20__.

City Clerk

Date

1 INTRODUCED BY COUNCILMAN SIAM
2 JUNE 22, 2020

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5 BILL NO. 9605

ORDINANCE NO.

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ORDINANCE TO REZONE THE PROPERTY LOCATED AT 3200 N. HWY 67 FROM B-3 “EXTENSIVE COMMERCIAL DISTRICT” TO B-5 “PLANNED COMMERCIAL DISTRICT” TO ALLOW FOR A TIRE SALES AND INSTALLATION ESTABLISHMENT.

12 WHEREAS, Ordinance No. 1625, as amended, establishes within the City of Florissant
13 district classifications for the purpose of regulating their construction and use of land, buildings
14 and property within the said various districts, and said Ordinance provides the nature, kind and
15 character of buildings that may be erected in each of the said districts and the use to which the
16 land and buildings may be put; and

17 WHEREAS, the Planning and Zoning Commission of the City of Florissant has
18 recommended to the City Council that Ordinance No. 1625 be amended to change the
19 classification of certain property identified as 3200 N. Highway 67 from B-3 Extensive
20 Commercial District to B-5, Planned Commercial District to allow for a tire sales and installation
21 establishment; and

22 WHEREAS, due and lawful notice of public hearing no. 20-06-017 on said proposed
23 zoning change to be held on Monday, June 22nd, 2020, at 7:30 P.M. by the Council of the City
24 of Florissant was duly published; and

25 WHEREAS, said public hearing was duly and properly held by the Council of the City
26 of Florissant at the time and place provided in said notice at which time said public hearing was
27 concluded, and all comments, statements and suggestions made by those present and concerning
28 the proposed change were heard and considered by the Council; and

29 WHEREAS, the Council, following said public hearing, and after due and careful
30 deliberation, has concluded that the amendment of Ordinance No. 1625, as amended, as
31 hereinafter set forth, to be in the best interest of the public health, safety and welfare of the City
32 of Florissant.

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

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Section 1: Ordinance No. 1625, as amended, is hereby further amended by changing the
classification of the following described property from B-3 Extensive Commercial District to B-
5, Planned Commercial district:

PROPOSED LOT A

A tract of land being part of Lot 12 St. Ferdinand commons, Township 47 North, Range 6 East, City of Florissant, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the northern most corner of Lot 1A, of Resubdivision of Lot 1 of Lowes Subdivision, as recorded in Plat Book 363 Page 422 of the St. Louis County records, being on the southeast right of way line of Lindbergh Boulevard, variable width; thence North 55 degrees 57 minutes 27 seconds East, along said southeast line, 177.65 feet; thence South 33 degrees 19 minutes 16 seconds East, 206.56 feet; thence South 29 degrees 26 minutes 00 seconds East, 122.55 feet, to the north line of above said Lot 1 A, being on the south line of above said Lot 12; thence South 89 degrees 32 minutes 00 seconds West, along said south line of Lot 12, a distance of 321.28 feet to an interior corner of above said Lot 1 A; thence leaving said south line, North 00 degrees 07 minutes 00 seconds East, along said Lot 1 A, 182.50 feet to the POINT OF BEGINNING.

Containing 59,371 square feet or 1.363 acres, more or less.

Section 2: The rezoning of the property identified as 3200 N. Hwy 67 is herein authorized and subject to all ordinances of the City of Florissant:

1. 1. PERMITTED USES

The uses permitted for this property shall be limited to Tire Sales and Installation establishment and those Uses allowed within the ‘B-3’ “Extensive Business District” without a Special Permit. Other uses than those permitted shall require approval by amendment to this B-5 Ordinance.

2. FLOOR AREA, HEIGHT AND BUILDING REQUIREMENTS

The Tire Sales and Installation establishment shall be limited to a single story 8192 s.f. building. The balance of the existing site is to remain vacant and further development shall require approval by amendment to this B-5 Ordinance.

3. PERFORMANCE STANDARDS

In addition to all other requirements, uses within the "B-5" Planned Commercial District shall conform to the most restrictive performance standards as follows:

1. Vibration. Every use shall be so operated that the maximum ground vibration generated is not perceptible without instruments at any point on the lot line of the lot on which the use is located.
2. Odor. Every use shall be so operated that no offensive or objectionable odor is perceptible at any point on the lot line on which the use is located.
3. Smoke. Every use shall be so operated that no smoke from any source shall be emitted of a greater density than the density described as No. 1 on the Ringelmann Chart as published by the United States Bureau of Mines.
4. Toxic gases. Every use shall be so operated that there is no emission of toxic, noxious or corrosive fumes or gases.

- 85 5. Emission of dirt, dust, fly ash and other forms of particulate matter.
- 86 Emission of dirt, dust, fly ash and other forms of particulate matter shall
- 87 not exceed eighty-five one-hundredths (0.85) pounds per one thousand
- 88 (1,000) pounds of gases of which amount not to exceed five-tenths (0.5)
- 89 pound per one thousand (1,000) pounds of gases shall be of such size as to
- 90 be retained on a 325-mesh U.S. standard sieve. In the case of emission of
- 91 fly ash or dust from a stationary furnace or a combustion device, these
- 92 standards shall apply to a condition of fifty percent (50%) excess air in the
- 93 stack at full load, which standards shall be varied in proportion to the
- 94 deviation of the percentage of excess air from fifty percent (50%).
- 95 6. Radiation. Every use shall be so operated that there is no dangerous
- 96 amount of radioactive emissions.
- 97 7. Glare and heat. Any operation producing intense glare or heat shall be
- 98 performed in an enclosure in such a manner as to be imperceptible along
- 99 any lot line.
- 100 8. Screening.
- 101 a. All mechanical equipment, air-handling units, cooling towers,
- 102 condensers, etc., on roof or grade shall be screened architecturally in such
- 103 a manner as to be a part of the design of the building.
- 104 b. Incinerators and stacks shall be enclosed in the same material as the
- 105 main exterior building material.

106
107 **4. TRASH ENCLOSURES**

108 Trash container shall be kept within a gated sight-proof area as shown on SP-1,
109 attached **with 20' concrete approach slab, staff entrance and lockable gates.**

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112 **5. PLAN SUBMITTAL REQUIREMENTS**

113 A final site development plan shall be submitted to the Building Commissioner to
114 review for compliance to this ordinance and other city ordinances prior to
115 issuance of land disturbance permits or building permits. Final Development Plan
116 shall include improvements as shown on Site Plan SP-1, Site Plan SP-2, A.1
117 Concept main floor and mezzanine plans, L1.1 and L1.2 Landscape Plans, A000
118 elevations A000 Elevation Schedules and ES1.0 photometric plan, attached.

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121 **3. SITE DEVELOPMENT PLAN CRITERIA:**

122
123 a. Height, Area And Bulk Restrictions:

124
125 1. Height, Area And Bulk Regulations. The height, area and bulk regulations for
126 uses in the "B-3" Extensive Commercial District

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128 b. Internal Drives:

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130 (1) There shall be parking as shown on attached plans to be indicated on the Final
131 Development Plan.

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c. Minimum Parking/Loading Space Requirements.

(1) There shall be a minimum of 27 required parking spaces for the facility provided on the property.

d. Road Improvements, Access and Sidewalks

(1) There shall be parking spaces and curbs provided as shown on plans. All drives to be indicated on the Final Development Plan.

e. Lighting Requirements.

Lighting of the property shall comply with the following standards and requirements:

(1) All site lighting and exterior building lighting shall be directed down and inward.

f. Sign Requirements.

(1) All signage shall comply with the City of Florissant sign ordinance for commercial districts.

(2) One wall sign of 54 s.f. as shown on elevations attached.

g. Landscaping and Fencing.

(1) Any modifications to the landscaping plan shall be reviewed and approved by the Planning and Zoning Commission.

h. Storm Water.

Storm Water and drainage facilities shall comply with the following standards and requirements:

(1) The Director of Public Works shall review the storm water plans to assure that storm water flow will have no adverse affect the neighboring properties.

(2) No building permits shall be issued until the storm water plan has been approved by the St. Louis Metropolitan Sewer District.

i. Miscellaneous Design Criteria.

(1) All applicable parking, circulation, sidewalks, and all other site design features shall comply with the Florissant City Code.

(2) All dumpsters and grease containers shall be contained within a trash enclosure with gates compatible with existing building.

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- (3) All storm water and drainage facilities shall be constructed, and all landscaping shall be installed, prior to occupancy of the building, unless remitted by the Director of Public Works due to weather related factors.
- (4) All mechanical equipment, electrical equipment, and communication equipment shall be screened in accordance with the Florissant Zoning Code.
- (5) The exterior design of the buildings shall be constructed in accordance with the renderings as approved by the Florissant Planning and Zoning Commission and attached hereto.
- (6) All other requirements of the Florissant Municipal Code and other ordinances of the city shall be complied with unless otherwise allowed by this ordinance.

7. FINAL SITE DEVELOPMENT PLAN

A final site development plan shall be submitted to the Building Commissioner to review for compliance with the applicable "B-5" Planned Commercial Development ordinance prior to recording. Any variations from the ordinance approved by the City Council and/or the conceptual plans attached to such ordinance shall be processed in accordance with the procedure established in the Florissant Zoning Code.

8. AMENDMENTS TO THE SITE AND EXTERIOR BUILDING PLANS:

Any changes to the approved plans attached hereto must be reviewed by the Building Commissioner. The Building Commissioner must make a determination as to the extent of the changes per the following procedure:

- 1. The property owner or designate representative shall submit in writing a request for an amendment to the approved plans. The building commissioner shall review the plans for consistency with the purpose and content of the proposal as originally or previously advertised for public hearing and shall make an advisory determination.
- 2. If the building commissioner determines that the requested amendment is not consistent in purpose and content with the nature of the purpose as originally proposed or previously advertised for the public hearing, then an amendment to the special use permit shall be required and a review and recommendation by the planning and zoning commission shall be required and a new public hearing shall be required before the City Council.
- 3. If the building commissioner determines that the proposed revisions are consistent with the purpose and content with the nature of the public hearing then a determination of non-necessity of a public hearing shall be made.
- 4. Determination of minor changes: If the building commissioner determines that an amendment to the special use permit is not required and that the changes to the plans are minor in nature the Building Commissioner may approve said changes.

229 5. Determination of major changes: If the Building Commissioner determines that
230 an amendment to the B-5 is not required but the changes are major in nature, then
231 the owner shall submit an application for review and approval by the Planning
232 and Zoning commission.
233

234 **9. VERIFICATION PRIOR TO OCCUPANCY PERMIT**

- 235
- 236 a. Any new roadway improvements shall be completed prior to the issuance of any
- 237 final occupancy permit.
- 238
- 239 b. Any new stormwater detention shall be completed prior to the issuance of any
- 240 occupancy permit.
- 241
- 242 c. All fencing and/or landscaping intended as screening properties shall be completed
- 243 prior to the issuance of any occupancy permit, unless remitted by the Director of
- 244 Public Works due to weather related factors.
245

246 **10. GENERAL DEVELOPMENT CONDITIONS.**

- 247
- 248 a. Unless, and except to the extent, otherwise specifically provided herein,
- 249 development shall be effected only in accordance with all ordinances of the City
- 250 of Florissant.
251
- 252 b. The Department of Public Works shall enforce the conditions of this ordinance in
- 253 accordance with the Final Site Development Plan approved by the Planning &
- 254 Zoning Commission and all other ordinances of the City of Florissant.
255

256 **9. PROJECT COMPLETION.**

257
258 Construction shall start within 120 days of the issuance of building permits for the
259 project and shall be developed in accordance of the approved final development plan
260 within 18 months of start of construction.
261

262
263 Section 3: The application and preliminary plans are returned to the Building
264 Commissioner for consideration of a Final Site Development Plan, pursuant to Title IV of the
265 Florissant Zoning Ordinance.

266 Section 4: Failure to develop the said Planned Commercial District in accordance with
267 the above-described procedures and restrictions shall be cause for revision of the zoning
268 of said property back to the previous zoning classification, in accordance with Title IV of the
269 Florissant Zoning Ordinance.

270 Section 5: This ordinance shall become in full force and effect immediately upon its
271 passage and approval.

272 Adopted this _____ day of _____, 2020.

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Jeff Caputa
President of the Council
City of Florissant

Approved this _____ day of _____, 2020.

Timothy J. Lowery
Mayor, City of Florissant

ATTEST:

Karen Goodwin, MPPA, MMC/MRCC
City Clerk

1 INTRODUCED BY COUNCILMAN SIAM
2 JUNE 22, 2020

3
4 BILL NO. 9606

ORDINANCE NO.

5
6 **REQUEST TO REZONE THE PROPERTY LOCATED AT 1605-1685 N.**
7 **HWY 67 FROM B-1 “LOCAL SHOPPING DISTRICT” TO B-3**
8 **“EXTENSIVE COMMERCIAL DISTRICT” TO BE CONSISTENT WITH**
9 **THE COMPREHENSIVE PLAN.**

10
11 WHEREAS, Ordinance No. 1625, as amended, establishes within the City of Florissant
12 district classifications for the purpose of regulating their construction and use of land, buildings
13 and property within the said various districts, and said Ordinance provides the nature, kind and
14 character of buildings that may be erected in each of the said districts and the use to which the
15 land and buildings may be put; and

16 WHEREAS, the Planning and Zoning Commission of the City of Florissant has
17 recommended to the City Council at their meeting of June 1, 2020 that Ordinance No. 1625 be
18 amended to change the classification of the property known as 1605-1685 N. Hwy 67 from B-1
19 “Local Shopping District” to B-3 “Extensive Commercial District” to be consistent with the
20 Comprehensive Plan; and

21 WHEREAS, due and lawful notice of a public hearing no. 20-06-018 on said proposed
22 zoning change was duly published, held and concluded on Monday, June 22, 2020 at 7:30 pm by
23 the Council of the City of Florissant; and

24 WHEREAS, the Council, following said public hearing, and after due and careful
25 deliberation, has concluded that the amendment of Ordinance No. 1625, as amended, by
26 changing the zoning of the property known and numbered as 1605-1685 N. Hwy 67 from B-1
27 “Local Shopping District” to B-3 “Extensive Commercial District” to be consistent with the
28 Comprehensive Plan is in the best interest of the public health, safety and welfare of the City of
29 Florissant.

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

32
33 Section 1: Ordinance No. 1625, as amended, is hereby further amended by changing the
34 zoning classification of the property known and numbered as 1605-1685 N. Hwy 67 from B-1

35 “Local Shopping District” to B-3 “Extensive Commercial District” to be consistent with the
36 Comprehensive Plan

37

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

40 Adopted this ____ day of _____, 2020.

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Jeff Caputa
President of the Council
City of Florissant

Approved this ____ day of _____, 2020.

Timothy J. Lowery
Mayor, City of Florissant

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk

1 INTRODUCED BY COUNCILMAN MULCAHY
2 JUNE 22, 2020

3
4 BILL NO. 9607

ORDINANCE NO.

5
6 **ORDINANCE TO AUTHORIZE A SPECIAL USE PERMIT TO**
7 **PRIVILEGE CAR WASH TO ALLOW FOR A HAND CAR WASH FOR**
8 **THE PROPERTY LOCATED AT 1685 N. HWY 67.**
9

10 WHEREAS, the Florissant Zoning Ordinance authorizes the City Council of the City of
11 Florissant, by Special Permit, after public hearing thereon, to permit the location and operation
12 of hand car wash business in the City of Florissant; and

13 WHEREAS, an application has been filed Durand McNutt d/b/a Privilege Detail Shop for
14 the operation of a hand car wash/detail shop located at 1685 N. Hwy 67; and

15 WHEREAS, the Planning and Zoning Commission at their meeting on June 1st, 2020,
16 recommended that a Special Permit be granted; and

17 WHEREAS, due notice of public hearing no. 20-06-019 on said application to be held on
18 the 22nd of June, 2020 at 7:30 P.M. by the Council of the City of Florissant was duly published,
19 held and concluded; and

20 WHEREAS, the Council, following said public hearing, and after due and careful
21 consideration, has concluded that the issuance of a Special Permit for an auto service and repair
22 business would be in the best interest of the City of Florissant.

23
24 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
25 FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:
26

27 Section 1: A Special Use Permit to allow a hand car wash in a 'B-3' Extensive Business
28 District located at 1685 N. Hwy 67 is hereby approved as shown on plans A-0, A-1 and A-2 dated
29 5/26/20 by Anderson Design Consultants, LLC attached, subject to the conditions set forth
30 below with these conditions being part of the record:
31

- 32 1. Sound/Screen: Petitioner shall install a sound screen consisting of the following
33 (options):
34 a. 90% slats within existing chain link fence.
35 b. New 6' heavy duty vinyl fence.
36 c. New 6' concrete fence.
37 2. Signage: Petitioner shall install signage consisting of the following:
38 a. Posting City Noise ordinances and penalties in the rear of the property at bay
39 entrances and each parking space.
40 b. Post employee parking signs at each employee parking space.
41 3. Clear Striping of stacking lanes and drying area space in front of building.
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44 Section 2: This ordinance shall become in force and effect immediately upon its passage
45 and approval.

46 Adopted this ____ day of _____, 2020.

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Jeff Caputa
President of the Council

Approved this _____ day of _____, 2020.

Timothy J. Lowery
Mayor, City of Florissant

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk

1 INTRODUCED BY COUNCILMAN SIAM
2 JUNE 22, 2020

3
4 BILL NO. 9608

ORDINANCE NO.

5
6 **ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE**
7 **PERMIT NO. 5045 FROM AL TOM INVESTMENTS INC. D/B/A**
8 **KENTUCKY FRIED CHICKEN TO FQSR, LLC D/B/A KBP FOODS**
9 **FOR THE LOCATION AND OPERATION OF A RESTAURANT AND**
10 **GROUND SIGN LOCATED AT 2450 N. HWY 67.**

11
12 WHEREAS, the Florissant Zoning Ordinance authorizes the Council of the City of
13 Florissant, by Special Use Permit, after public hearing thereon, to permit the location of a
14 restaurant; and

15 WHEREAS, Al Tom Investments Inc. d/b/a Kentucky Fried Chicken was granted Special
16 Use Permit no. 5045 for the location of a restaurant and ground sign located at 2450 N. Hwy 67,
17 and

18 WHEREAS, an application has been filed by FQSR, LLC to transfer the Special Use
19 Permit authorized by Ordinance No. 5045 to its name; and

20 WHEREAS, the City Council of the City of Florissant determined at its meeting on June
21 22, 2020 that the business would be operated in substantially identical fashion as set out herein;
22 and

23 WHEREAS, House of FQSR, LLC has accepted the terms and conditions set out in
24 Ordinance No. 5045.

25
26 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
27 FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

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30 Section 1: The Special Use Permit authorized by Ordinance No. 5045 is hereby
31 transferred from Al Tom Investments Inc. d/b/a Kentucky Fried Chicken to FQSR, LLC d/b/a
32 KBP Foods for the location and operation of a restaurant and ground sign located at 2450 N.
33 Hwy 67.

34 Section 2: The terms and conditions of said Special Permit authorized by Ordinance No.
35 5045 shall remain in full force and effect.

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

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

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42 Adopted this ____ day of _____, 2020.

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Jeff Caputa
Council President

50 Approved this ____ day of _____, 2020.

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Timothy J. Lowery
Mayor, City of Florissant

57 ATTEST:

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Karen Goodwin, MPPA/MMC/MRCC
City Clerk