



FLORISSANT CITY COUNCIL AGENDA

City Hall

955 rue St. Francois

Monday September 14, 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 September 14, 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 September 14, 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 September 14, 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

- City Council Meeting minutes of August 24, 2020

IV. SPECIAL PRESENTATION

- St. Louis Audubon's "Bring Conservation Home" Program.

V. PROCLAMATIONS

- Lt. Jeff Peters Retirement
- AAUW – American Association of University Woman

VI. HEARING FROM CITIZENS

VII. COMMUNICATIONS

VIII. PUBLIC HEARINGS

20-09-024 (Ward 9) App/staff rpt Plans	Request to issue an amendment to B-5 ordinance no. 6266, as amended, to allow for a new Tunnel Car Wash for the property located at 3180 N. Highway 67. (Planning and Zoning recommended approval on 8/17/2020)	Eric Kirchner/Steve Randall
20-09-025 (Ward 9) App/Staff rpt Plans	Request to authorize a Special Use permit for the expansion of a convenience store with liquor for the property located at 1763-1765 N. New Florissant Road. (Planning and Zoning recommended approval on 8/17/2020)	J.J. Patel
20-09-026 App/Staff Report	Request to amend the Zoning Code to allow state licensed Barber and Cosmetology Schools a "Permitted Uses" in B Zoning Districts. (Planning and Zoning recommended approval on 8/17/2020)	Staff - Phil Lum

IX. OLD BUSINESS

A. BILLS FOR SECOND READING

9614 Memo	Ordinance authorizing supplemental re-appropriations of Fiscal Year 2019 outstanding purchase orders in various funds.	2 nd Reading Schildroth
9615	Ordinance to authorize a Special Use Permit to A&C Happy Hour, LLC to allow for a Wine and Spirits establishment located at 3425 N. Hwy 67.	2 nd Reading Siam

X. NEW BUSINESS

A. BOARD APPOINTMENTS

B. REQUESTS

Liquor (Ward 9) Application	Request to approve a Full Package Liquor license for A&C Happy Hour, LLC located at 3425 N. Highway 67.	Chantelle Nickson- Clark
SPU xfr (Ward 9) Application	Request transfer Special Use Permit no. 8607 from Hertz Corporation to Travers Auto Plaza for the property located at 1285 N Hwy 67.	Glen Travers
SPU xfr (Ward 6) Application	Request to transfer Special Use Permit no. 6231 from Maureen Selzer to Rodrick Wanjala for the Firehouse Subs Restaurant located 2312 N. Hwy 67.	Rodrick Wanjala

C. BILLS FOR FIRST READING

9616	Ordinance to authorize an amendment to B-5 ordinance no. 6266, as amended, to allow for a new Tunnel Car Wash for the property located at 3180 N. Highway 67.	Siam
9617	Ordinance authorizing a Special Use permit for the expansion of a convenience store with liquor for the property located at 1763-1765 N. New Florissant Road.	Siam
9618	Ordinance authorizing an amendment to Title IV, "Land Use", Article IV, "District Regulations" Section's 405.035, 405.120 Subsection B, 405.115, Subsection B and 405.125, Subsection B, to allow state licensed Barber and Cosmetology Schools as a "Permitted Use" in B Zoning Districts.	Schildroth
9619 Application	Ordinance authorizing a transfer of Special Use Permit no. 8607 from Hertz Corporation to Travers Auto Plaza for the property located at 1285 N Hwy 67.	Siam

9620 Application	Ordinance authorizing a transfer of Special Use Permit no. 8050 from CNMS, LLC d/b/a Firehouse Subs to Wanjala Capital II, LLC for the operation of a restaurant located 2312 N. Hwy 67.	Mulcahy
9621	Ordinance amending Title II, Section 210.720 of the Florissant code of ordinances relating to obstructing public places.	Schildroth
9622 Memo	Ordinance amending Title III of the Florissant City Code, Schedule XIII "Parking Prohibited at All Times on Certain Streets" by adding thereto portions of Jefferson and St. Antoine.	Mulcahy

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 SEPTEMBER 11, 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, SEPTEMBER 14TH, 2020.

CITY OF FLORISSANT



COUNCIL MINUTES

August 24, 2020

Due to the Coronavirus (COVID-19) Pandemic, the Florissant City Council met in a virtual meeting through a Zoom platform on Monday, August 24, 2020 at 7:30 p.m. with Council President Schildroth presiding. The Chair asked everyone in attendance to stand and join in reciting the Pledge of Allegiance.

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

The City Attorney explained that the meeting was being conducted remotely because of the Coronavirus (COVID-19) Pandemic emergency. He stated that under the Sunshine Law, Section 610.015, when an emergency existed, the members of the City Council who are not physically present in the Council Chambers, can participate and vote remotely on all matters.

Councilman Parson moved to approve the City Council Minutes of August 10, 2020, seconded by Siam. Motion carried.

The next item on the Agenda was *A Special Presentation*.

A "Clean Energy" presentation was made by Ms. Boyle and Mr. Shiek of the Sierra Club. They informed the Council that *Mayor's for 100% Clean Energy* is a pledge made by Mayors to lower carbon emissions through equitable means for future generations.

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

Marvin Tobias thanked the Economic Developer, Travis Wilson, for increasing the diversity on the city's "Grow and Flow" cable segment. He added that there is a web site for civil review boards (CRB) in order to receive guidance and research on policy, oversight and training. The CRB would not have to "reinvent the wheel." He also feels that it would be beneficial for the CRB to review the body cams.

Nichole Warrington noted that the CRB meeting of August 17 had been cancelled and wondered if it had been rescheduled. The Mayor responded that his recent health issues needed to be dealt with and the meeting would be rescheduled as soon as that was taken care of.

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

34 The next item on the Agenda was *Public Hearings*.

35 The City Clerk reported that Public Hearing #20-08-023 to authorize a Special Use Permit to A & C
36 Happy Hour, LLC to allow for a Wine and Spirits establishment for the property located at 3425 N Highway 67
37 had been advertised in substantially the same form as appears in the foregoing publication and by posting the
38 property. The Chair declared the Public Hearing to be open and invited those who wished to be heard to come
39 forward.

40 Chantelle Nickson-Clark, petitioner, stated that she and her husband would like to open a liquor store
41 that is similar to the one in Brentwood, which has tastings and information about the “wine of the day.”. They
42 will have Dixie cup size tastings to increase foot traffic and wine sales. Their location is across the street from
43 the Walmart on N Hwy 67. Safety comes first for them. There will be no congregating at the store or social
44 time. No hot food will be served.

45 Councilman Siam asked if there were any renovations planned. The petitioner responded that there
46 would not be. Their hours will be 10-10, 7 days a week. If no customers come in after 8 pm, they will adjust
47 their hours accordingly. There will be 3 employees initially. COVID precautions will include curb side service
48 and will limit the number of individuals in store. Curb side service will check ID’s, especially those of young
49 people. The Amazon locker at the rear of the store will be mostly for small local businesses in the area.

50 Being no citizens who wished to speak, Councilman Siam moved to close P.H. #20-08-023, seconded by
51 Caputa. Motion carried.

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

53 Councilman Siam moved that Bill No. 9610 Ordinance authorizing an amendment to B-5 Ord.
54 No. 6266. as amended, for the property located at 3180 N. Hwy 67 to allow for a self-storage
55 establishment be read for a second time, seconded by Manganelli. Motion carried and Bill No. 9610
56 was read for a second time. Councilman Siam moved that Bill No. 9610 be read for a third time,
57 seconded by Eagan. Motion carried and Bill No. 9610 was read for a third and final time and placed
58 upon its passage.

59 Before the final vote all interested persons were given an opportunity to be heard. Being no
60 citizens who wished to speak, on roll call the Council voted: Mulcahy yes, Pagano yes, Parson yes
61 Siam yes, Harris yes, Manganelli yes, Eagan yes, Caputa yes and Schildroth yes. Whereupon the Chair
62 declared Bill No. 9610 to have passed and became Ordinance No. 8626.

63 Councilwoman Pagano moved that Bill No. 9611 Ordinance authorizing an amendment to B-5
64 Ord. No. 5239, as amended, to allow for a change in the location of an ATM at Grandview Plaza
65 Shopping Center located at 1491 Dunn Road, be read for a second time, seconded by Schildroth.
66 Motion carried and Bill No. 9611 was read for a second time. Councilwoman Pagano moved that Bill

No. 9611 be read for a third time, seconded by Mulcahy. Motion carried and Bill No. 9611 was read for a third and final time and placed upon its passage.

Before the final vote all interested persons were given an opportunity to be heard. Being no citizens who wished to speak, on roll call the Council voted: Mulcahy yes, Pagano yes, Parson yes, Siam yes, Harris yes, Manganelli yes, Eagan yes, Caputa yes and Schildroth yes. Whereupon the Chair declared Bill No. 9611 to have passed and became Ordinance No. 8627.

Councilman Siam moved that Bill No. 9612 Ordinance to approve a final subdivision plat of "Subdivision of 3200 N. Lindbergh Blvd" for the property located at 3200 N. Highway 67, be read for a second time, seconded by Harris. Motion carried and Bill No. 9612 was read for a second time. Councilman Siam moved that Bill No. 9612 be read for a third time, seconded by Caputa. Motion carried and Bill No. 9612 was read for a third and final time and placed upon its passage.

Before the final vote all interested persons were given an opportunity to be heard. Being no citizens who wished to speak, on roll call the Council voted: Mulcahy yes, Pagano yes, Parson yes, Siam yes, Harris yes, Manganelli yes, Eagan yes, Caputa yes and Schildroth yes. Whereupon the Chair declared Bill No. 9612 to have passed and became Ordinance No. 8628.

The next item on the Agenda was Board Appointments of which there were none.

The next item on the agenda was First Readings.

Councilman Schildroth introduced Bill No. 9614 an Ordinance authorizing supplemental re-appropriations of Fiscal Year 2019 outstanding purchase orders in various funds and said Bill was read for the first time by title only.

Councilman Siam introduced Bill No. 9615 an Ordinance authorizing a Special Use Permit to A & C Happy Hour, LLC to allow for a Wine and Spirits establishment for the property located at 3425 N Highway 67 and said Bill was read for the first time by title only.

The next item on the Agenda was Council Announcements.

Councilman Harris reminded everyone that many schools would be opening in the next week. He knows that it has been a very difficult time for staff and parents alike. He wished everyone well.

Councilman Manganelli announced that they are 2 months away from finishing the water main work along Lindsay Lane. The restoration of sidewalks and curbs will follow that. He added that there will be street replacement from Eldorado to Florisota as a result of Proposition S.

Councilman Eagan encouraged residents to contribute to the TEAM Food Pantry on St. Catherine as the pandemic continues and citizens needs increase. He encouraged everyone to social distance and wear masks.

Councilman Caputa reminded everyone to secure their firearms and not leave guns in their vehicles. He also stressed to residents to leave their porch lights on as a deterrent to crime. He stated that water main work is also being done on Mullanphy and progress was being made. Please be patient.

Councilman Mulcahy encouraged residents of Ward 6 to contact him with any issues or concerns. He also asked residents to volunteer to serve on several of the Boards & Commissions vacancies.

Councilwoman Pagano stated that now was a good time to become active in the local Neighborhood Watch Program. Also, please contact her if interested in serving on a Board or Commission.

Councilman Parson announced that on September 19, Ward 8 will be hosting a Neighborhood Watch Meeting at Dunegant Park. St. Louis County guidelines will be followed. Voter registration will be available.

Councilman Siam asked residents to continue social distancing and to wear masks. He recently sent out a survey and they are starting to be returned. He will update everyone on the results.


Councilman Schildroth stated that the resurfacing project on Graham Road was progressing and he asked residents to continue to be patient. He also asked residents to lock their vehicles and not to leave valuables or firearms in cars.

The next item was Mayor Announcements.

The Mayor stressed the extreme importance of responding to the 2020 Census. The deadline for completion has been extended due to COVID to September 30. Florissant's response is currently 70.8 %. Census figures affect the funding of many programs that are vital to the city. A mobile questionnaire program for the 2020 census will be held at the Good Will Store in Florissant starting today. The Fall and Hispanic Festivals have been cancelled due to COVID. For some reason, the police are seeing more cars left running, and, as a result are being stolen. This is unusual in the summer months. Remove your cars keys and lock your vehicles.

The Council President stated that the next regular City Council Meeting will be Monday, September 14, 2020 at 7:30 pm.

Councilman Caputa moved to adjourn the meeting, seconded by Pagano. Motion carried. The meeting was adjourned at 8:01 p.m.



Karen Goodwin, MPPA/MMC/MRCC
City Clerk

The following Bills were signed by the Mayor:

Bill No. 9613 Ord. 8625



CITY OF FLORISSANT

WHEREAS:

One hundred and seventy-two years ago in 1848, the first Women's Rights Convention was held in Seneca Falls, New York. Marking the beginning on the bold and courageous Women's Rights Movement to gain women the vote, and

WHEREAS:

The Women's Rights Movement, as well as every other progressive social change movement, was made stronger by the women of Missouri from every race, class and think background who served on the front line and ultimately played a unique and critical role in Missouri history, and

WHEREAS:

On June 4, 1919 the United States Congress passed the Nineteenth Amendment to the United States Constitution providing the vote for women and sent it to the states for ratification, and

WHEREAS:

On July 3, 1919 Governor Frederick Gardner signed the bill that made Missouri the eleventh state to ratify the Nineteenth Amendment, and

WHEREAS:

100 years ago, on August 26, 1920, the 19th. Amendment was certified by U.S. Secretary of State Bainbridge Colby and became federal law, and

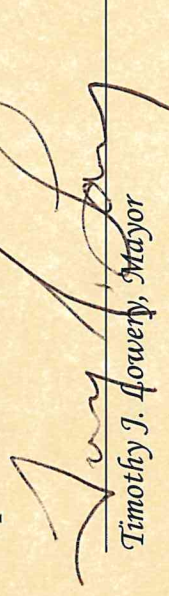
WHEREAS:

The City of Florissant, MO recognizes that the American Association of University Women, founded in 1881 and its Missouri branches have long been supporters of women's rights, equity and the 19th Amendment and the citizens of the City of Florissant appreciate the struggles of the Suffragists and others who fought for the right to vote by all citizens.

NOW, THEREFORE, I Timothy J. Lowery, Mayor of the City of Florissant, MO and members of the Florissant City Council do hereby recognize the 100th. anniversary of the RATIFICATION OF THE 19TH. AMENDMENT and proclaim that:

*August 26, 2020 is recognized as the
"Centennial of the 19th. Amendment Celebration Day"*

*In Witness Whereof I hereunto Set My Hand
And Cause To Be Affixed The Seal Of The City
Of Florissant, Missouri, this 14th day of
September 2020*


Timothy J. Lowery, Mayor

OFFICE OF

THE MAYOR



CITY OF FLORISSANT

WHEREAS: Lieutenant Jeffrey W. Peters began his law enforcement career with the Ladue Police Department in 1976. In June of 1981 Lt. Peters began his 39-year career with the Florissant Police Department, and

WHEREAS: Lieutenant Peters' professionalism and leadership skills qualified him to be promoted through the ranks of Sergeant and on May 17, 2013, he was promoted to Lieutenant where he remained in that position until his retirement, and

WHEREAS: In 1985 he completed a progression of advanced traffic investigation courses through the Institute of Police Technology and Management in Jacksonville, FL. He was among the first Police Accident Reconstructionist in the State of Missouri, and

WHEREAS: He is a graduate of the Greater St. Louis Police Academy and a graduate of the Missouri Police Chiefs Command College located in Jefferson City MO, and

WHEREAS: Lieutenant Peters was awarded the prestigious Medal of Valor award in 1983 a recipient of the Distinguished Service Medal and holds a Bachelor Degree from the Lindenwood University, and

WHEREAS: Lieutenant Peters will be officially retiring on August 17, 2020 and plans on spending more time with his four grandchildren, his wife Tracy and son Bryan.

NOW, THEREFORE, I, Timothy J. Lowery, Mayor of the City of Florissant, Missouri, do hereby congratulate Lieutenant Jeffrey W. Peters and wish him well. We would like to thank him for all his dedication and commitment to the Florissant community.

In Witness Whereof I hereunto Set My Hand And Cause To Be Affixed The Seal Of The City Of Florissant, Missouri, this 17th day of August 2020.

Timothy J. Lowery

Timothy J. Lowery, Mayor

CITY OF FLORISSANT



PUBLIC HEARING NOTICE

Notice is hereby given in accordance with Section 405.135 of the Florissant City Code, the Zoning Ordinance, as amended, that a Public Hearing will be held by the City Council of the City of Florissant, St. Louis County, Missouri, in the Council Chambers, 955 rue St. Francois, on Monday, September 14, 2020 at 7:30 P.M. on the following proposition, to wit:

To issue an amendment to B-5 Ordinance No. 6266, as amended, to allow for a new Tunnel Car Wash for the property located at 3180 N Highway 67 (legal description to govern). Citizens and parties of interest will have the opportunity to be heard at said public hearing. 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.

Karen Goodwin, MMC City Clerk.

APPLICATION TO THE CITY OF FLORISSANT PLANNING AND ZONING
COMMISSION TO AMEND THE PROVISIONS OF AN EXISTING B-5
PLANNED COMMERCIAL DISTRICT ORDINANCE



PLANNING & ZONING ACTION:

Address of Property:

3180 N. Hwy 67

RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

Council Ward 9 Zoning 'B-5'

SIGN.

[Signature]

DATE:

8-24-2020

Initial Date Petitioner Filed

Building Commissioner to complete
ward, zone & date filed

PETITION TO AMEND B-5 ORDINANCE #

Enter ordinance number or number requesting to amend.

1) Comes Now Club Carwash Operating, 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 on page 3 of this petition.

Legal interest in the Property contract purchaser

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.

- 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 description is
identical to "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 rezoning is petitioned 1.08
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 for parking lot

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


3. The petitioner(s) hereby state(s) the following reasons to justify the amendment to the existing B-5 ordinance:
A change in use a portion of the property from parking lot to carwash

List reason for the amendment request.

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 Club Carwash Operating, LLC

Print Name

PETITIONER(S) SIGNATURE (S) 

FOR limited liability company

(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 _____

ADDRESS _____

STREET

CITY

STATE

ZIP CODE

TELEPHONE NUMBER _____

BUSINESS

I (we) the petitioner (s) do hereby appoint _____ as

Print name of agent.

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

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: ☐ X LLC

(a) If an individual:

- (1) Name and Address _____
- (2) Telephone Number _____
- (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) 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: LLC

- (1) Names & addresses of all partners Rollie Bartels
- (2) Telephone numbers _____
- (3) Business address 1213 Old Hwy 63; Suite 101; Columbia, MO 65201
- (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) 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 Club Carwash Operating, LLC

Address 1213 Old Hwy 63; Suite 101; Columbia, MO 65201

Property Owner Lowes Home Centers, Inc.

Location of property 3180 N. Hwy 67

Dimensions of property 1.08 Ac

Property is presently zoned B-5 per ordinance # _____

Current & Proposed Use of Property Currently parking lot - proposed carwash

Type of Sign pylon Height _____

Type of Construction masonry Number Of Stories 1

Square Footage of Building 5665 Number of Curb Cuts 2

Number of Parking Spaces 4 Sidewalk Length N/A

Landscaping: No. of Trees see landscape plan Diameter 2.5"

No. of Shrubs see landscape plan Size 18" height

Fence: Type _____ Length _____ Height _____

PLEASE SUBMIT NINE (9) FOLDED COPIES OF THE FOLLOWING:

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 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 address and state 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 bearings and distances.

See attached legal description

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 vicinity map on preliminary development plan

STAFF CHECK LIST / REVIEW SHEET

ADDRESS OF PROPERTY _____ CURRENT ZONING _____

PROPERTY OWNER OF RECORD _____ PHONE NO. _____

AUTHORIZED AGENT _____ PHONE NO. _____

PROPOSAL _____

- 1) 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: Is 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) Odor: 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 emission 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 buildings screened from adjoining residential? _____ Yes / No
- 3) Are height of structures shown? _____ Yes / No
- 4) Are all setbacks shown? _____ Yes / No
- 5) Are building square footages shown? _____ Yes / No
- 6) What is the exterior construction of the buildings? _____
- 7) Is off street loading shown? _____ Yes / No
- 8) Parking:
- a) Does parking shown meet the ordinance? _____ Yes / No
- b) Is a variance required in accordance with the ordinance? _____ Yes / No
- c) Ratio shown _____ to _____
- d) Total Number _____
- 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 _____
- Type of Signs _____
- 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
- 13) Is proposed ingress/egress onto the site and internal traffic movements shown? Yes / No
- 14) Was a traffic study submitted? Yes / No
Does the City Staff recommend a traffic study? Yes / No
- 15) Are preliminary plans for sanitation and drainage (sanitary & storm water) facilities shown? Yes / No
- 16) Is a legal description of the property shown? Yes / No
Does legal description appear to be proper? Yes / No
- 17) Is an out-boundary plat of the property submitted? Yes / No
- 18) Suggested time limitations of construction: Start _____ Finish _____
- 19) Is parking lot lighting shown? Yes / No
- 20) Are new walkways required? Yes / No
- 21) Is there sufficient handicapped access? Yes / No
- 22) a) Are there proposed curb-cuts? Yes / No
b) Do the curb-cuts meet the City ordinances? Yes / No
- 23) Will this project require any street improvements? Yes / No
- 24) Staff recommendations for site development plans: _____

- 25) Staff Comments: _____

8/14/20

Date Application reviewed

Philip J. [Signature]

Building Commissioner or Staff Signature

SURVEY LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 1A OF THE RESUBDIVISION OF LOT 1 OF LOWES SUBDIVISION, PLAT BOOK 363 PAGE 422 OF THE ST. LOUIS COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1A OF THE RESUBDIVISION OF LOT 1 OF LOWES SUBDIVISION, PLAT BOOK 363 PAGE 422 OF THE ST. LOUIS COUNTY RECORDS; SAID POINT ALSO BEING ON THE SOUTHLINE OF LINDBERGH BOULEVARD, A PUBLIC ROADWAY;

THENCE, ALONG THE NORTHWESTERN LINE OF SAID LOT 1A, NORTH 56 DEGREES 36 MINUTES 24 SECONDS EAST, A DISTANCE OF 72.80 FEET TO A POINT;

THENCE, DEPARTING SAID NORTHWEST LINE, NORTH 89 DEGREES 43 MINUTES 00 SECONDS EAST, A DISTANCE OF 197.72 FEET TO A POINT;

THENCE, SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST, A DISTANCE OF 186.73 FEET TO A POINT;

THENCE, SOUTH 89 DEGREES 43 MINUTES 00 SECONDS WEST, A DISTANCE OF 258.42 FEET TO A POINT ON THE WEST LINE OF THE AFOREMENTIONED LOT 1A;

THENCE, ALONG SAID WEST LINE, NORTH 00 DEGREES 07 MINUTES 29 SECONDS EAST, A DISTANCE OF 146.96 FEET BACK TO THE POINT OF BEGINNING AND THIS TRACT OF LAND CONTAINING APPROXIMATELY 47,046 SQUARE FEET OR 1.08 ACRES, MORE OR LESS.

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MEMORANDUM



CITY OF FLORISSANT

To: Planning and Zoning Commissioners Date: August 13, 2020

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

Subject: **3180 N. Highway 67 (Club Carwash):** Request recommended approval to Amend a 'B-5' 6266 (as amended by Ordinance Nos. 6380, 8064, 8224 and 8616), to allow for a new tunnel car wash, in a 'B-5' District.

STAFF REPORT
CASE NUMBER PZ-081720-1

I. PROJECT DESCRIPTION:

This is a request for recommended approval to amend a 'B-5', to allow for a new tunnel car wash in a 'B-5' District. The property is part of a 'B-5' District ord.6266 (as amended by Ordinance Nos. 6380, 8064, 8224 and 8616). This petition is to add a building in a designated 1.08 outlot on this property, therefore, an amendment to this B-5 is required for this parcel as it affects Ord. 6266.

II. EXISTING SITE CONDITIONS:

The existing property at **3180 N. Highway 67 Club Carwash** is a lot within the site of 1.08 acres and has been vacant since the 1999 Lowe's Development ordinance.

The proposed amendment adds another structure to the parcel. At the last City Council meeting on August 10th, the public hearing was conducted and the first reading of the CubeSmart self-storage establishment amending ordinance was read aloud for the first time.

40 **III. SURROUNDING PROPERTIES:**

41
42 The adjacent property to the North is 3200 N. Highway 67 in a 'B-5' and 'B-3' District.
43 Properties to the West are 14070 New Halls Ferry in a B-3 District and 3160 N. Highway
44 67 in a 'B-5' District. The adjacent property to the East is 3184 N highway 67 Lowe's
45 Retention areas in a 'B-5' District. The properties to the South include 3175 Cross Keys
46 in a B-3 District , 3205 and 3202 Cross Keys Dr. for Cross Keys Apartments in an 'R-6'
47 Zoning District.
48

49 **IV. STAFF ANALYSIS:**

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51 The Petitioner has responded to staff instructions for a B-5 amendment. Staff comments
52 on plans submitted that include Cochran drawings 1-4 dated July 2020, Finkle+Williams
53 Renderings and Elevations, attached:
54

55 1. Cochran Plan 1 Comments:

- 56 a. The boundary of the outlot is shown on the plan. The outlot is situated
57 between the drive accessing Walgreens and the signaled entrance off of N
58 Highway 67. Proposed is a relocated stop sign where this entrance drive
59 connects with the main parking lot. Dashed lines on this plan indicate sawcuts
60 for alterations in the pavement that are proposed.
61 b. **Current Parking for the Ordinance 6266:** 722 parking were required for
62 Lowe's originally under Ord. 6266, 709 remain, so there is an abundance of
63 paved area available for redevelopment such as this.
64 c. Parking ratios for a carwash are reported accurately on this plan 5 times the
65 capacity of the wash in stacking lanes: $5 \times 5 = 25$ required. No employee
66 parking is shown.
67 d. All the paving proposed in the outlot is concrete with traffic arrows for the
68 outlot. No new directional arrows are shown on the remainder of the property
69 and are assumed existing to remain.
70 e. Relocation of 3 concrete islands is shown outside the outlot.
71 f. Retaining wall with metal fence is shown wrapping the NW corner of the
72 outlot.

73 2. Cochran Plan 2 shows:

- 74 a. photometrics for the outlot,
75 b. Concrete masonry unit (CMU) dumpster enclosure with vinyl gates,
76 located in an area of heavy duty concrete paving, meeting city
77 dumpster screen ordinance.
78 c. Light poles are shown at 25' in height.
79 d. Metal fencing detail is shown.

80 3. Cochran Plan 3 Comments, Landscape calculations:

- 81 a. Building Plantings: Since there is an irregular plan, the main footprint
82 is 146'x37.33' with projections, $(146+37.33 \times 2)+30$ l.f. for projections
83 = there is approximately 397' of building perimeter/5' per shrub = 79
84 shrubs required, 113 provided- Complies.

- 85 b. The plan shows abutment of the highway right-of-way property line of
86 72.8'. This results in the requirement for frontage trees 1 per 50 feet, 1
87 tree is provided.
- 88 4. Cochran Plan 4 Comments:
- 89 a. New and existing topography and required site sections shown.
- 90 5. Rendering and Elevation Comments:
- 91 a. The renderings and elevations depict an architectural block structure
92 with storefront, metal awnings and metal trim.
- 93 b. Concrete masonry units do not meet the City's masonry code 500.040
94 that requires brick meeting ASTM C-216 or a natural cut 1" minimum
95 thickness stone from those listed in the city code.
- 96 6. Signage package:
- 97 a. Signs are shown to scale on 3/32" elevations and in the sign package.
98 The largest signs are on the tower, Signs A, B and C and are 7'-
99 0"x12'-9" with letters on a white background. With the background,
100 this sign is not taken as an open letter sign, so the size of the tower
101 signs is 89 s.f.
- 102 b. Smaller sign over the wash, D is 30 s.f.
- 103 c. Signs E & F 24 are 24 s.f.
- 104 d. A proposal for a 28 foot tall 98 s.f. post sign has been withdrawn.
- 105
- 106

107 **VI. STAFF RECOMMENDATIONS:**

108

- 109 1. Staff reviewed ordinances and parking will comply with the new parking
110 regulations since SmartCube has few spaces required.
- 111 2. A suggested motion is written noting the full masonry requirement.
- 112

113 (end report)

114

115 **Suggested Motion for 3180 N. Highway 67 Club Carwash –**

116

117

118 I move to recommend the approval to amend a 'B-5' at **3180 N. Highway 67 (Club**
119 **Carwash)** 'B-5' District ord.6266 (as amended by Ordinance Nos. 6380, 8064, 8224 and
120 8616) to allow for a new tunnel carwash in an existing 'B-5' District as depicted by on
121 the attached Cochran drawings 1-4 of 4 dated July 2020 and Finkle+Williams Renderings
122 and Elevations, attached, subject to the regulations of the 'B-5' Planned Commercial
123 District, with permitted uses allowed being those within the B-3 "Extensive Business
124 District" without a Special Permit, and the following additional requirements:

125

126 The following changes to ord 6266, Section 2 are hereby moved:

127

128 Add the following sub-paragraph a) to Section 2, para:

129

130 **1. PERMITTED USES**

a)“The uses permitted in this ‘B-5’ Planned Commercial District shall also include a tunnel carwash as shown on the attached plans Cochran drawings 1-4 dated July 2020, Finkle+Williams Renderings and Elevations.

2. FLOOR AREA, HEIGHT AND BUILDING REQUIREMENTS

Add para b. Tunnel carwash shall be 5671 s.f. as depicted on referenced plans.

Paragraph 3 shall be changed to read:

3. PERFORMANCE STANDARDS

Except as otherwise provided herein, the uses within the ‘B-5’ Planned Commercial District identified herein, shall conform to the most restrictive performance standards as set forth in Section 405.135 of the Florissant Zoning Ordinance.

Paragraph 4 shall be replaced with the following paragraph:

4. PLAN SUBMITTAL REQUIREMENTS

A final site development plan shall be submitted to the Building Commissioner to review for compliance to this ordinance and other city ordinances prior to issuance of land disturbance permits or building permits. Final Development Plan shall include improvements as shown on Cochran Plan 1 of 4 dated July 2020, attached.

Paragraph 6. FINAL SITE DEVELOPMENT PLAN CRITERIA:

shall be amended by adding the following paragraphs:

Add to para. c. Minimum Parking/Loading Space Requirements, the following paragraph:

4. There shall be a minimum of **25 stacking spaces** required for the tunnel car wash and parking for employees provided on the property.

Add to para. d. Road Improvements, Access and Sidewalks

Para 1, c. Shall be amended as shown on Cochran Plan 1 of 4 dated July 2020, attached.

Add to para. e. Lighting Requirements.

Para. e. 3. Shall be amended as shown on Cochran Plan 2 of 4 dated July 2020, attached.

Add to para. f. Sign Requirements.

Paragraph; Shall be amended as shown on sign package attached

Add to para h. subpara. 4: *This masonry ord requirement is excepted for the Club Car wash outlet.*

i. Miscellaneous Design Criteria.

No changes, ordinance already states that all the buildings shall comply with the masonry ordinance, under para h. miscellaneous provisions, para. 4.

Paragraph 8 RECORDING, shall be replaced with the following paragraph:

8. 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.

Paragraphs 11 PROJECT COMPLETION and 12 HOURS OF OPERATION AND DELIVERIES shall be replaced with the following paragraphs:

11. 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.
5. Determination of major changes: If the Building Commissioner determines that an amendment to the 'B-5' is not required but the changes are major in nature, then the owner shall submit an application for review and approval by the Planning and Zoning commission.

12. VERIFICATION PRIOR TO OCCUPANCY PERMIT

No changes.

13. GENERAL DEVELOPMENT CONDITIONS.

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

226
227 b. The Department of Public Works shall enforce the conditions of this
228 ordinance in accordance with the Final Site Development Plan approved
229 by the Planning & Zoning Commission and all other ordinances of the
230 City of Florissant.

231
232 **14. PROJECT COMPLETION.**

233 Tunnel carwash project shall be commenced within 120 days of the issuance
234 of permits and shall be completed within 1 year from beginning of work.

235
236 (End of suggested motion 8/13/20)

INTRODUCED BY COUNCILMAN ROTH
June 28, 1999

SUBSTITUTE BILL NO. 7150 (AS AMENDED)

ORDINANCE NO. 6266

AN ORDINANCE AMENDING APPENDIX B OF THE FLORISSANT CITY CODE, THE ZONING ORDINANCE, AS AMENDED, BY ADDING THERETO THE FOLLOWING DESCRIBED PROPERTY FOR LOWE'S COMPANIES, INC. AT THE LOCATION GENERALLY DESCRIBED AS NEW HALLS FERRY AND NORTH HWY. 67 AS A B-5 PLANNED COMMERCIAL DISTRICT DEVELOPMENT.

WHEREAS, Appendix B of the Florissant City Code, known as the Zoning Ordinance of the City Code of the City of Florissant, as set out in Ordinance No. 1625, as amended, provides for the establishment of a B-5 Planned Commercial District; and

WHEREAS, an application has been filed by Lowe's Companies, Inc. for rezoning and development as a B-5 Planned Commercial District, of a tract of land hereinafter described, which tracts of land are presently zoned as an R-6 and B-3 District; and

WHEREAS, the Planning and Zoning Commission of the City of Florissant has recommended that such rezoning and development as a B-5 Planned Commercial District be approved by the Florissant City Council subject to certain conditions; and

WHEREAS, due notice of a public hearing on said application to be held on the 11th day of May, 1999 was published and such hearing was duly held and continued to May 24, 1999; and

WHEREAS, following said public hearing the Council was informed that a portion of the area proposed for the B-5 Planned Commercial District is wetland property and that certain wetland property must be maintained on the site; and

WHEREAS, the Council, following said public hearing and after due and careful consideration has concluded that the rezoning of the property hereinafter described as a B-5 Planned Commercial District would be in the best interest of the City of Florissant.

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

Section 1: The Zoning Code of the City of Florissant, as heretofore amended, is hereby further amended, with respect to certain property heretofore zoned as R-6 and B-3 Districts, to establish a B-5 Planned Commercial District, for the location and

development of a planned commercial development, on the following described property:

A tract of land being part of commercial lot A of "Cross-Keys Apartments", a subdivision recorded in plat book 110, page 20, St. Louis County Records and part of Lots 12, 23, and 25 of The St. Ferdinand Commons, in Township 47 North-Range 6 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at the northeast corner of said Lot 25 of The St. Ferdinand Commons, being the southeast corner of property conveyed to Donald R. or Grace H. Zykan by deed recorded in Book 9647 page 1072 of the St. Louis County Records, being also the northwest corner of "Parc Chateau Plat No. 2" as recorded in Plat Book 125 pages 14 & 15 of the St. Louis County Records; thence south 00 degrees 00 minutes 25 seconds east 668.14 feet along the east line of said lot 25 of the St. Ferdinand Commons, the west line of said "Parc Chateau Plat No. 2" and the west line "Ramsgate Estates Plat No. 2" as recorded in Plat Book 122 page 100 of the St. Louis County records to the northeast corner of said "Cross-Keys Apartments"; thence westwardly along the north line of said "Cross-Keys Apartments" south 89 degrees 43 minutes 00 seconds west 1275.25 feet to the northeast corner of property conveyed to 1996 Eastep Family Limited Partnership by deed recorded in book 11669 page 1122 of the St. Louis County Records; thence north 27 degrees 07 minutes 00 seconds west 16.44 feet to a point; thence south 70 degrees 49 minutes 42 seconds west 45.31 feet to a point; thence south 57 degrees 29 minutes 59 seconds west 75.48 feet to a point; thence south 27 degrees 06 minutes 30 seconds east 14.90 feet to the northeast corner of property conveyed to Delco Investment Company, Inc. by deed recorded in book 6603 page 2402 of the St. Louis County Records; thence along the north line of said Delco Investment Company, Inc. property south 62 degrees 53 minutes 00 seconds west 159.99 feet to the east line of New Halls Ferry Road; thence northwardly along said east line of New Halls Ferry Road the following courses and distances: north 27 degrees 07 minutes 00 seconds west 66.00 feet, north 23 degrees 09 minutes 49 seconds west 72.57 feet, north 89 degrees 43 minutes 00 seconds east 5.60 feet and north 27 degrees 07 minutes 00 seconds west 115.00 feet to the south line of property conveyed to Melvin C. and Dorothy C. Meyer by deed recorded in book 7764 page 745 of the St. Louis County Records; thence along said south line of the Meyer Property north 82 degrees 00 minutes 27 seconds east 150.00 feet to the southeast corner thereof; thence along the east line of said Meyer Property north 27 degrees 07 minutes 00 seconds west 85.00 feet to the south line of property conveyed to Blackstone Group - Illinois, L.L.C. by deed recorded in book 11671 page 2346 of the St. Louis County Records; thence along said south line of the Blackstone Group-Illinois, L.L.C. Property north 82 degrees 00 minutes 27 seconds east 196.93 feet to the west line of said lot 25; thence north 00 degrees 07 minutes 29 seconds east 406.24 feet along said west line of

said lot 25 and the east line of said Blackstone Group - Illinois, L.L.C. Property to the southeast line of State Highway M-140 (Lindbergh Boulevard); thence northeastwardly along said southeast line of State Highway M-140, being along the southeast line of a parcel conveyed to the State of Missouri as described in book 6325 page 1851 of the St. Louis County records north 56 degrees 36 minutes 24 seconds east 362.75 feet, north 63 degrees 57 minutes 19 seconds east 27.57 feet and along a curve to the right whose radius point bears south 36 degrees 33 minutes 51 seconds east, 5,644.65 from the last mentioned, point, a distance of 15.78 feet to the west line of property conveyed to W.S. Stallings Development, L.L.C. by deed recorded in book 11453 page 31 of the St. Louis County Records; thence south 00 degrees 07 minutes 29 seconds west 186.16 feet along said west line of the W.S. Stallings Development, L.L.C. Property to the southwest corner thereof, being on the north line of lot 25; thence eastwardly along said north line of lot 25, being also along the south line of said W.S. Stallings Development, L.L.C. Property and the south line of the aforesaid Zykan Property north 89 degrees 30 minutes 22 seconds east 984.58 feet to the point of beginning and containing 22.385 acres.

Section 2: The authority and approval embodied in this Ordinance is granted subject to all ordinances of the City of Florissant and on condition that the development and plan for the B-5 Planned Commercial District be carried out in accordance with the preliminary plans as filed with the Planning & Zoning Commission of the City of Florissant and forwarded by said Planning & Zoning Commission to the Florissant City Council, and as further revised on 6/8/99 and 6/18/99 and marked as C-1, C-2, C-3, C-4A, C-4B, C-5, C-6, C-7, C-8, C-9, C-10, C-11, EA-1, LS-1, LS-2, LS-3, LS-4, SL-1 and WM-1, which are attached hereto and jointly referred to as Exhibit "A" which plans, except as otherwise provided herein, are hereby approved, adopted and incorporated by reference as if fully set out in this ordinance and made a part of this ordinance, subject to the following conditions:

1. PERMITTED USES

The uses permitted in the B-5 Planned Commercial District shall be for a retail home improvement center, hardware store-type, with a structural height not to exceed 45 feet, 0 inches, as depicted on the Wetland Mitigation Plan, "WM-1" of Exhibit "A", provided, however, that the following described property shall be used and maintained

exclusively as wetland with no development of any kind without further approval of the city council:

Wetland Legal Description

A tract of land being part of lot 25 of The St. Ferdinand Commons, in Township 47 north-range 6 east, St. Louis County, Missouri, and being more particularly described as:

Beginning at the northeast corner of said Lot 25 of The St. Ferdinand Commons, being the southeast corner of property conveyed to Donald R. and Grace H. Zykan by deed recorded in Book 9647 page 1072 of the St. Louis County Records, being also the northwest corner of "Parc Chateau Plat No. 2" as recorded in Plat Book 125 pages 14 & 15 of the St. Louis County Records; thence south 00 degrees 00 minutes 25 seconds east 668.14 feet along the east line of said lot 25 of The St. Ferdinand Commons, the west line of said "Parc Chateau Plat No. 2" and the west line "Ramsgate Estates Plat No. 2" as recorded in Plat Book 122 page 100 of the St. Louis County Records to the northeast corner of "Cross-Keys Apartments", a subdivision recorded in Plat Book 110, page 20, St. Louis County Records; thence westwardly along the north line of said "Cross-Keys Apartments" south 89 degrees 43 minutes 00 seconds west 359.98 feet to a point; thence north 00 degrees 17 minutes 00 seconds west 111.96 feet to a point; thence north 37 degrees 36 minutes 39 seconds west 106.68 feet to a point; thence north 00 degrees 17 minutes 00 seconds west 469.77 feet to the south line of property conveyed to W.S. Stallings Development, L.L.C. by deed recorded in Book 11453 page 31 of the St. Louis County Records, being also the north line of lot 25; thence eastwardly along said north line of lot 25, being also along the south line of said W.S. Stallings Development, L.L.C. property and the south line of the aforesaid Zykan Property north 89 degrees 30 minutes 22 seconds east 427.89 feet to the point of beginning and containing 6.301 acres.

2. FLOOR AREA, HEIGHT AND BUILDING REQUIREMENTS

- a. The total gross floor area of the building on Exhibit "A" shall not exceed 135,197 square feet with a garden center of 28,071 square feet.

3. PERFORMANCE STANDARDS

Except as otherwise provided herein, the uses within the B-5 Planned Commercial District identified herein, shall conform to the most restrictive performance standards as set forth in Section 20 of the Florissant Zoning Ordinance.

4. PLAN SUBMITTAL REQUIREMENTS

Within six (6) months of the effective date of this ordinance, and prior to the issuance of any building or occupancy permit, the petitioner shall submit the Site Development Plan to the Planning & Zoning Commission for review and approval thereby in accordance with Section 14.5, subsection 10 (4) of the Florissant Zoning Ordinance. Where due cause is shown by the developer, this time interval may be extended by the Planning & Zoning Commission.

5. SITE DEVELOPMENT PLAN GENERAL CRITERIA

The above Site Development Plan shall include the following :

- a. Location and size, including height of all building and structure, landscaping and general use of the building.
- b. Gross square footage of building.
- c. Areas to be dedicated for cross-access easement with abutting property owners.
- d. Existing and proposed roadways, drives, and walkways on and adjacent to the property in question.
- e. Location and size of parking areas and internal drives.
- f. Building and parking setbacks.
- g. Curb cut locations.
- h. Existing and proposed contours at intervals of not more than two (2) feet.
- i. Preliminary stormwater and sanitary sewer facilities.

6. FINAL SITE DEVELOPMENT PLAN CRITERIA

The above Final Site Development Plan shall adhere to the following specific design criteria:

a. Structure Setbacks.

No building or structure, excluding boundary and retaining walls, light standards, fences, and authorized free-standing business signs and identification signs, shall be located within forty (40') feet of the right-of-way of New Halls Ferry or N. Hwy. 67. All other setbacks shall be as approved by the Planning and Zoning Commission.

b. Parking, Loading and Internal Drives Setbacks.

1. Parking stalls, loading space, easement, setbacks, internal drives or roadways, and cross-access easements shall be located in accordance with the Exhibit "A", including but not limited to Drawings "C-1" and "EA-1", attached hereto or as subsequently approved by the Planning and Zoning Commission.
2. All of the setbacks shall be approved by the Planning and Zoning Commission.

c. Minimum Parking/Loading Space Requirements.

1. The parking regulations as set forth in Section 14.5, subsection 5, of the Florissant Zoning Ordinance, shall be applicable, and 724 parking spaces shall be installed with the location of the 15 handicapped spaces being installed as shown on drawing marked "C-1" which is attached hereto as part of Exhibit "A".
2. An appropriate parking/loading space distribution shall be provided for this development as determined by the Planning and Zoning Commission. All loading is to be done internally on the lot. The loading area is to be in the rear of the structure as per the drawings attached hereto and marked Exhibit "A".
3. No tractor trailers shall be used for storage and no tractor trailer shall be allowed to park on the property in excess of twenty-four (24) hours and no tractor trailer shall be allowed to park adjacent to the residential property line for more than twelve (12) hours. The exceptions outlined in Section 15-318, paragraphs 1-6 of the Florissant City Code, may apply if approved by the Director of Public Works.

d. Road Improvements, Access and Sidewalks.

1. Road improvements, access and sidewalks shall conform to the requirements of the Missouri Highway and Transportation Department regarding New Halls Ferry and North Highway 67 (Lindbergh) in this area, including:
 - a. The proposed right turn lane on Lindbergh Boulevard as set forth in Exhibit "A"; and
 - b. The proposed entrance on New Halls Ferry shall be "Right In" and "Right Out" only as set forth in Exhibit "A".
2. Sidewalks will be installed in accordance with the "C-1" attached hereto as Exhibit "A" and handicapped ramps will be

placed at the curb cuts.

e. Lighting Requirements.

1. The location of all lighting standards and light levels shall be as approved by the Planning and Zoning Commission on a Site Development Plan. Lighting standards shall be located as on the drawings marked "SL-1" which is attached hereto as part of Exhibit "A". Light standards shall not exceed thirty-five (35) feet in height. No on-site illumination source shall be so situated that light cast on adjoining property or public roadways and the light levels at the property line adjacent to residential shall be no more than .5 foot candles. Security lighting shall be activated at a time no later than 10:30 p.m. in the evening.
2. Lights shall be directed inward towards the site.

f. Sign Requirements.

All signs shall be internally lit as per the Site Lighting Plan drawing marked "SL-1" attached hereto as a part of Exhibit "A" and in accordance with the sign ordinance for the B-3 Zoning District. Two pylon signs shall be located on the property as per the drawing marked "C-1" attached hereto as part of Exhibit "A". "Delivery Vehicles Only" signs or equivalent signage to be located at approximately the left front quarter corner of the building line.

g. Landscaping.

A Landscape Plan, either as part of the Site Development Plan or as a separate drawing to be reviewed as part of the Site Development Plan, shall be submitted and shall include the landscaping identified in the Drawings marked as C-1, LS-1, LS-2, LS-3 and LS-4 which are attached as part of Exhibit "A" and shall include such other landscaping as required by the Planning and Zoning Commission. Landscaping shall be provided as per the drawings aforementioned in parking areas in sufficient quantity to at least meet the minimum requirements specified in Section 17 (9) of the Florissant Zoning Ordinance.

h. Miscellaneous Design Criteria.

1. Parking, circulation, sidewalks and all other applicable site design features shall comply with Chapter 5, Article II, of the Florissant City Code for handicapped access provisions.
2. All rooftop mechanical equipment on buildings shall be screened by roofing or other screening as required and approved by the Planning and Zoning Commission.

3. All exterior trash areas shall be enclosed with a six (6') foot high utility brick fence. Such area, including an area in front of the enclosure, sufficient in size for loading/unloading of dumpsters, shall have a concrete surface of at least six (6") inch depth.
 4. Exterior building walls on the front and sides of the buildings shall comply with the masonry ordinance. The rear portion of the buildings will be utility brick.
 5. Outside display of merchandise shall be limited to an area in front of the garden shop and along the sidewalk in front of the store and in the lumber canopy area provided that there shall be at least a five (5') foot area of the sidewalk that shall be clear for pedestrian traffic. The Planning and Zoning Commission may require fencing. The retail home improvement center shall primarily be of brick masonry as per the drawings, marked Exhibit "A".
 6. Unless and except to the extent otherwise specifically provided herein, the Site Development Plan shall comply and be in accordance with all other ordinances of the City of Florissant.
 7. Fire lanes shall be established by separate ordinance after approval by the Fire Department and the Director of Public Works pursuant to Section 15-9, 15-311 and 15-505 of the Florissant City Code.
7. VERIFICATION PRIOR TO FINAL SITE DEVELOPMENT PLAN APPROVAL.

Prior to the approval of the Final Site Development Plan, the petitioner shall:

a. Stormwater.

Submit to the Planning & Zoning Commission a preliminary engineering plan showing that adequate handling of the stormwater drainage of the site is provided and that the Preliminary Engineering Plan has been approved by the Metropolitan Sewer District and is in accordance with accepted engineering standards and as agreed to in Zykan Properties letter, dated 6/28/99. Stormwater detention shall be permitted within the wetland area. No above ground detention shall be authorized except for the detention in the wetlands portion of the development.

b. Access and Curb Cuts.

Provide written verification of the requirements for, and approval by, the Missouri Highway and Transportation Department of the location of proposed curb cuts, areas of new dedication and roadway improvements, including any required signalization and right-turn lanes. There shall be cross access areas between the Walgreens and Stallings properties as depicted on Sheet C-1 of Exhibit "A" dated 6/18/99.

c. Screening.

Provide detailed plans showing a six (6') foot high sight-proof cedar fence along the north portion of the property screening the adjacent residential property from the view of the development, except in the wetland mitigation area where planted buffer shall be provided.

8. RECORDING

Within sixty (60) days of approval of the Site Development Plan by the Planning & Zoning Commission, the approved plan shall be recorded with the St. Louis County Recorder of Deeds.

9. VERIFICATION PRIOR TO BUILDING PERMITS

Subsequent to the approval of the Site Development Plan and prior to the issuance of any building permit, the following verifications shall be provided:

a. Sanitary Sewers.

Written verification of an approved sanitary sewer plan approval from the Metropolitan St. Louis Sewer District and the department of public works.

b. Stormwater Sewers.

Written verification of an approved stormwater plan approval from the Metropolitan St. Louis Sewer District and the department of public works.

c. Landscaping/Screening Bonds or Escrows.

A bond, escrow, unconditional letter of credit or other appropriate security agreement as approved by the City Attorney sufficient in amount as determined by the Director of Public Works to guarantee the satisfaction of the conditions set forth herein shall be furnished.

d. Street Improvement/Parking/Curbing Signs/Pavement Marking/Sidewalks/Bond or Escrows.

The petitioner shall furnish a two (2) year bond, escrow or unconditional letter of credit or other appropriate security agreement as approved by the City Attorney sufficient in amount, as determined by the Director of Public Works, to guarantee the installation of parking lot pavement, curbing, sidewalks, sign pavement markings, lighting and fire lanes.

e. Filing a Recorded Site Development Plan.

Two (2) copies of such recorded Site Development Plan, showing book, page, and recording date, shall be filed with the director of public works.

f. Notification of the department of public works.

Prior to the issuance of foundation or building permits, all approvals from the Metropolitan St. Louis Sewer District, the Missouri Highway and Transportation Department and other appropriate organizations must be received by the department of public works.

10. GENERAL DEVELOPMENT CONDITIONS.

- a. Adequate surfaced temporary off-street parking for construction employees shall be provided. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from construction on employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.
- b. No change in watershed shall be permitted.
- c. Unless, and except to the extent, otherwise specifically provided herein, the development shall be effected only in accordance with all other ordinances of the City of Florissant. The department of public works shall enforce the conditions of this ordinance in accordance with the Site Development Plan approved by the Planning & Zoning Commission and all other ordinances of the City of Florissant.
- d. Prior to the issuance of any occupancy permits resubdivision of the property of the development into one (1) lot shall be effected.

11. PROJECT COMPLETION.

Construction shall commence within six months of the issuance of building permits and the project will be completed within eighteen (18)

months of issuance of the beginning of construction.

12. HOURS OF OPERATION AND DELIVERIES.

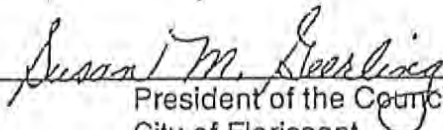
The hours of operation are from 7:00 a.m. to 10:00 p.m., Monday through Saturday, and 9:00 a.m. to 7:00 p.m. on Sunday. All deliveries shall take place between the hours of 6:00 a.m. and 8:00 p.m.

Section 3: The application and preliminary plans are returned to the Planning & Zoning Commission for consideration of a Site Development Plan, pursuant to Section 14.5, subsection 10 (4) of the Florissant Zoning Ordinance.

Section 4: Failure to develop the said Planned Commercial District in accordance with the above-described procedures and restrictions shall be cause for revision of the zoning of said property back to a R-6 and B-3 District, in accordance with Section 14.5, subsection 13 of the Florissant Zoning Ordinance.

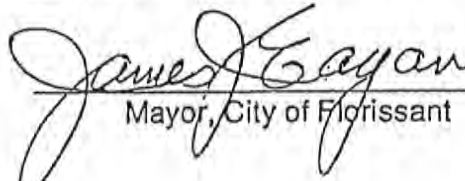
Section 5: This ordinance shall become in full force and effect immediately upon its passage and approval.

Adopted this 28th day of June, 1999.



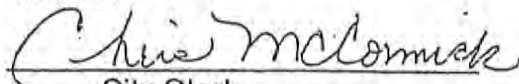
President of the Council
City of Florissant

Approved this 29 day of June, 1999.



Mayor, City of Florissant

ATTEST:



City Clerk

SURVEY DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 1A OF THE RESUBDIVISION OF LOT 1 OF LOWES SUBDIVISION, PLAT BOOK 363 PAGE 422 OF THE ST. LOUIS COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1A OF THE RESUBDIVISION OF LOT 1 OF LOWES SUBDIVISION, PLAT BOOK 363 PAGE 422 OF THE ST. LOUIS COUNTY RECORDS; SAID POINT ALSO BEING ON THE SOUTHLINE OF LINDBERGH BOULEVARD, A PUBLIC ROADWAY;

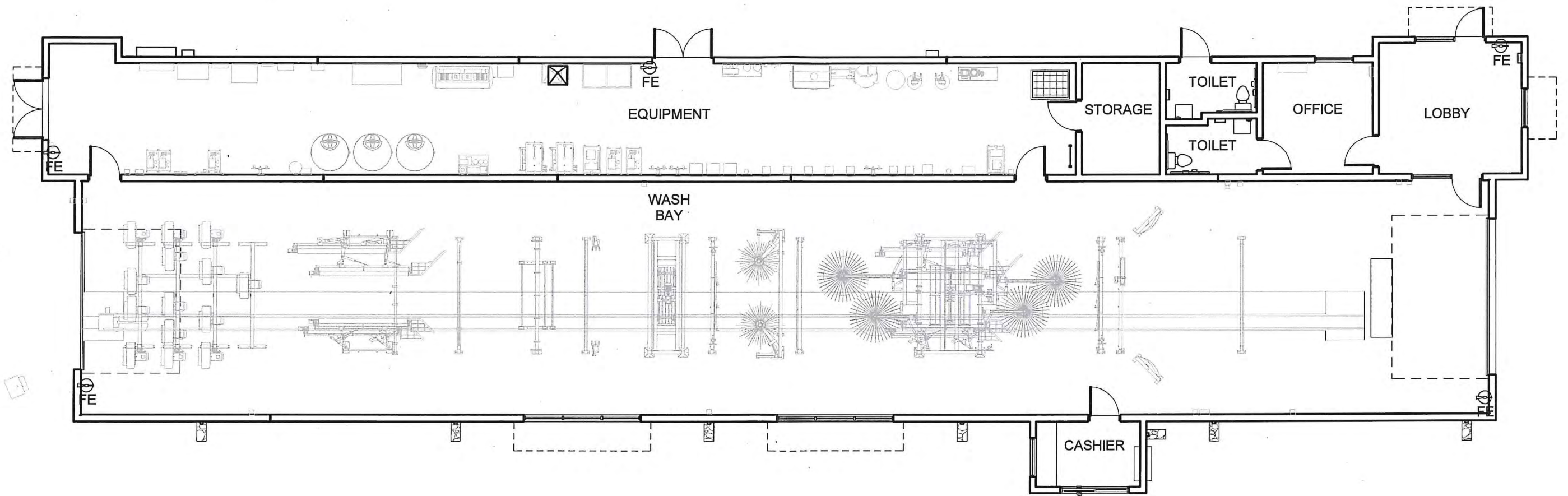
THENCE, ALONG THE NORTHWESTERN LINE OF SAID LOT 1A, NORTH 56 DEGREES 36 MINUTES 24 SECONDS EAST, A DISTANCE OF 72.80 FEET TO A POINT;

THENCE, DEPARTING SAID NORTHWEST LINE, NORTH 89 DEGREES 43 MINUTES 00 SECONDS EAST, A DISTANCE OF 197.72 FEET TO A POINT;

THENCE, SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST, A DISTANCE OF 186.73 FEET TO A POINT;

THENCE, SOUTH 89 DEGREES 43 MINUTES 00 SECONDS WEST, A DISTANCE OF 258.42 FEET TO A POINT ON THE WEST LINE OF THE AFOREMENTIONED LOT 1A;

THENCE, ALONG SAID WEST LINE, NORTH 00 DEGREES 07 MINUTES 29 SECONDS EAST, A DISTANCE OF 146.96 FEET BACK TO THE POINT OF BEGINNING AND THIS TRACT OF LAND CONTAINING APPROXIMATELY 47,046 SQUARE FEET OR 1.08 ACRES, MORE OR LESS.



PRELIMINARY FLOOR PLAN



FINKLE + WILLIAMS
ARCHITECTURE



EXTERIOR COLOR PALETTE

- ARCHITECTURAL 8" CMU SMOOTH FACE BLOCK
COLOR: Limestone
- ARCHITECTURAL 8" CMU SMOOTH FACE BLOCK
COLOR: Slate
- METAL AWNINGS
COLOR: Red
- STOREFRONT
COLOR: Dark Bronze Anodized
- SCUPPERS, DOWNSPOUTS, AND METAL COPINGS
COLOR: Kynar Finish Matte Black

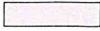




SIGNAGE NOTE: SEPARATE SIGANCE PERMIT WILL BE SUBMITTED BY OWNER PRIOR TO INSTALLATION.



CLUB CAR WASH RENDERING



EXTERIOR COLOR PALETTE

	ARCHITECTURAL 8" CMU SMOOTH FACE BLOCK COLOR: Ivory
	ARCHITECTURAL 8" CMU SMOOTH FACE BLOCK COLOR: Limestone
	METAL AWNINGS COLOR: Red
	STOREFRONT COLOR: Dark Bronze Anodized
	SCUPPERS, DOWNSPOUTS, AND METAL COPINGS COLOR: Kynar Finish Matte Black

SIGNAGE NOTE: SEE SEPARATE SIGNAGE RENDERINGS. ALL SIGNAGE
REQUIRES SEPARATE PERMITTING AND APPROVAL PRIOR TO INSTALLATION.



CLUB CAR WASH RENDERING

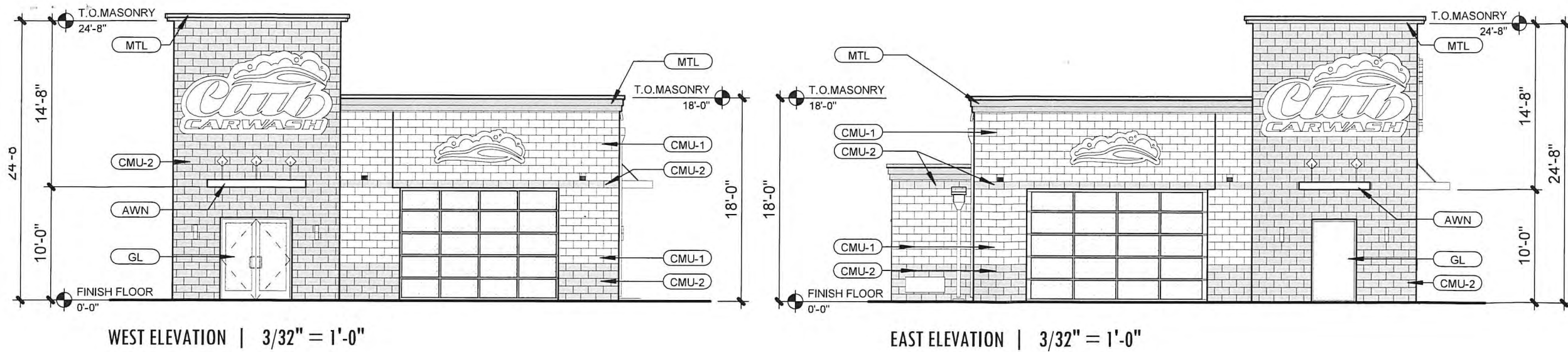


FINKLE + WILLIAMS
ARCHITECTURE

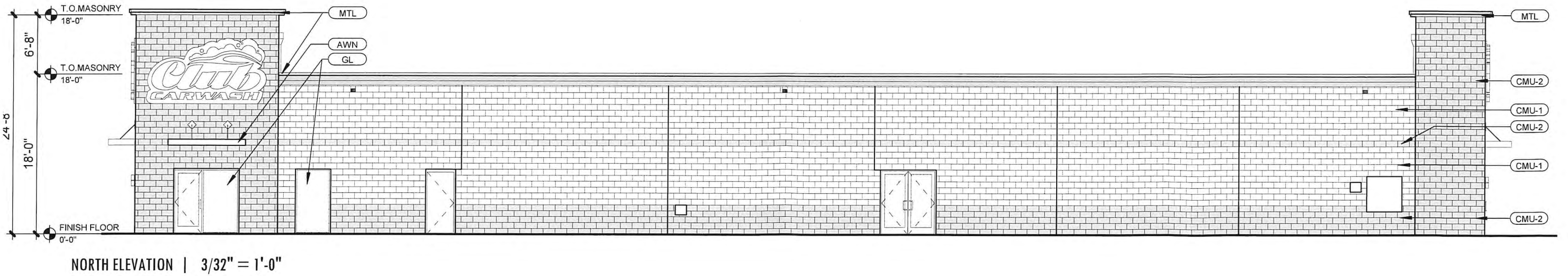
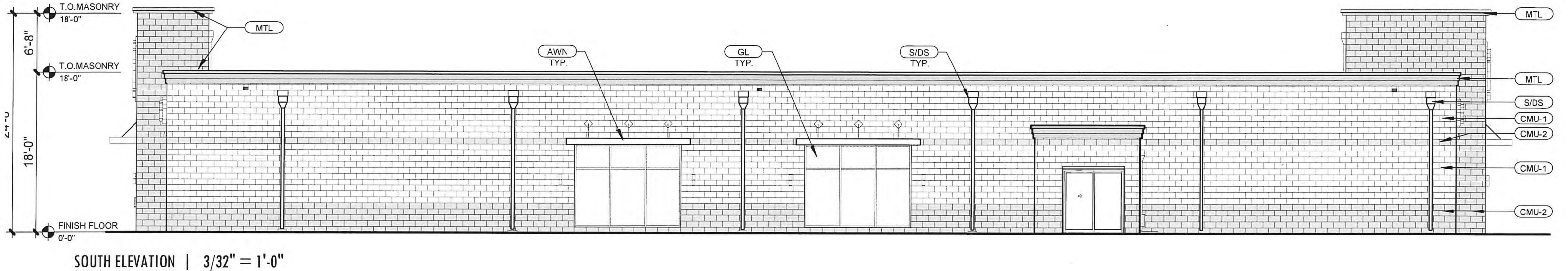
Packet Page 41 of 192

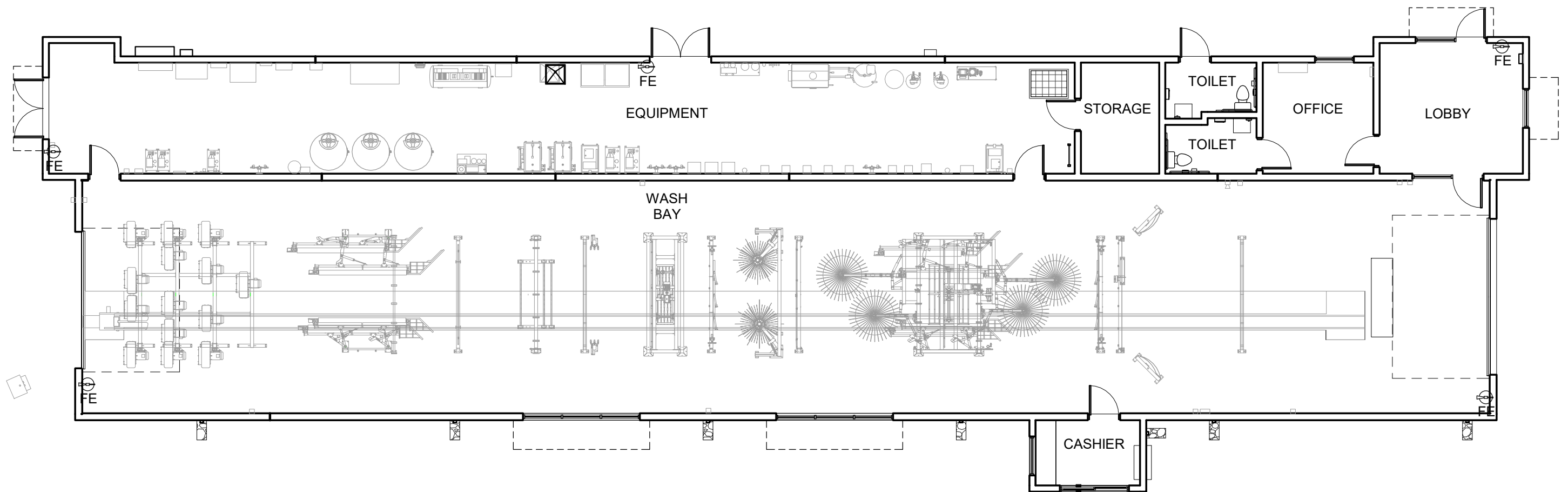
CLUB CAR WASH - FLORISSANT, MO | 07/24/20

FINKLE + WILLIAMS © 2020



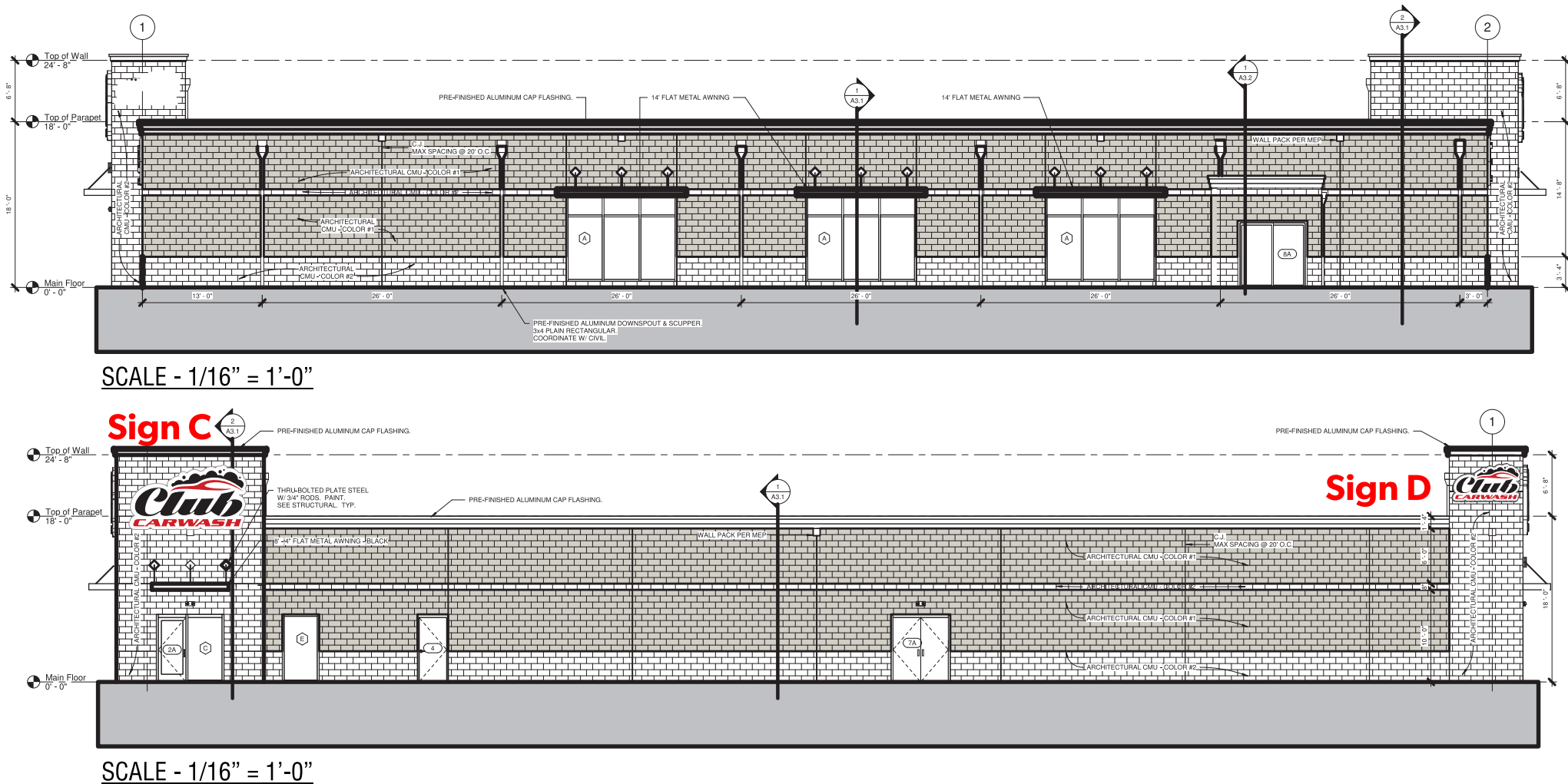
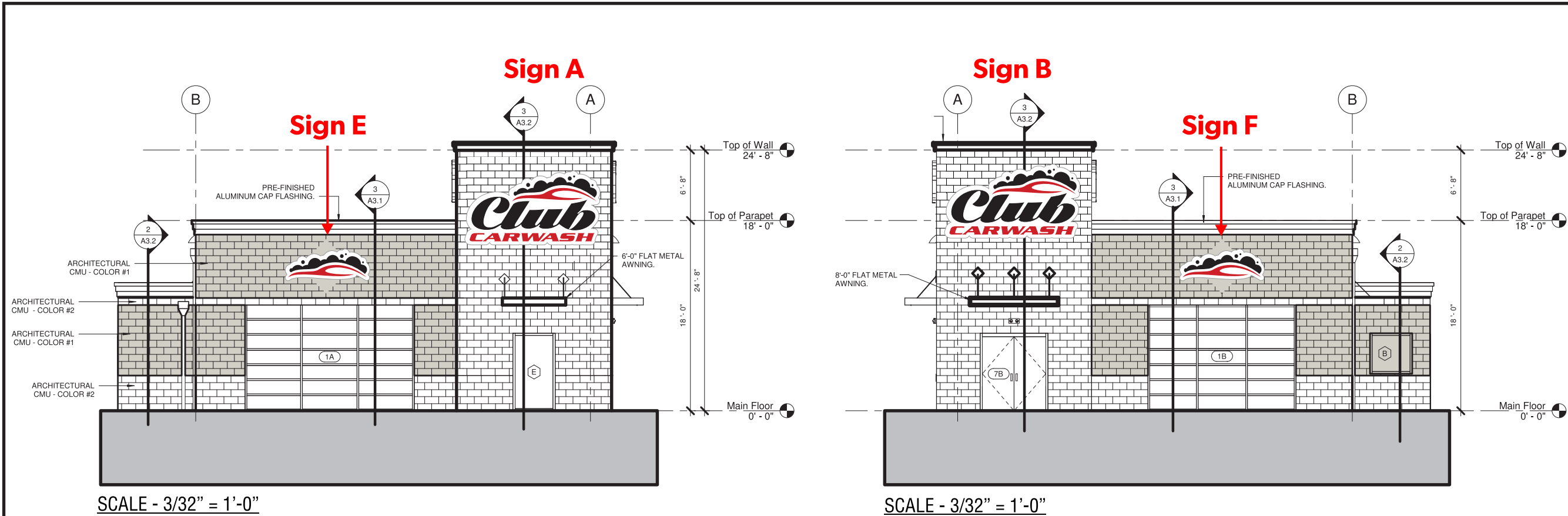
EXTERIOR MATERIAL LEGEND	
CMU-1	ARCHITECTURAL 8" CMU SMOOTH FACE BLOCK (COLOR: Limestone)
CMU-2	ARCHITECTURAL 8" CMU SMOOTH FACE BLOCK (COLOR: Slate)
GL	ALUMINUM STOREFRONT GLAZING SYSTEM 2"x4 1/2" Thermal Storefront Framing in Dark Bronze Anodized, w/ 1" Insulated LOW-E Tinted Glazing Unit
AWN	PREFABRICATED PAINTED FLAT METAL AWNING (COLOR: Red)
S/DS	PREFINISHED KYNAR-COATED SHEET METAL SCUPPER AND DOWNSPOUTS (COLOR: Matte Black)
MTL	PREFINISHED KYNAR COATED METAL COPING (COLOR: Matte Black)
ROOF	SINGLE PLY TPO OVER TAPERED INSULATION (COLOR: White)





PRELIMINARY FLOOR PLAN





DESIGN TYPE	
<input type="checkbox"/> INTERIOR	<input type="checkbox"/> EXTERIOR
<input type="checkbox"/> NEON DISPLAYS	<input type="checkbox"/> CHANNEL LETTERS
<input type="checkbox"/> NON-ILLUM SIGNAGE	<input type="checkbox"/> REV. CHANNEL LETTERS
<input type="checkbox"/> DUEL POLE SIGN	<input type="checkbox"/> SINGLE POLE SIGN
<input type="checkbox"/> MONUMENT SIGN	<input type="checkbox"/> DIRECTIONAL
<input type="checkbox"/> CHANGEABLE READER BOARD/ ELE. DISPLAYS	

PROJECT TYPE	
<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> REMODELING
<input type="checkbox"/> TENANT CHANGES	<input type="checkbox"/> LANDLORD IMPROVEMENTS
<input type="checkbox"/> CORPORATE CHANGES	<input type="checkbox"/> AMENDMENTS TO EXCISING SIGNAGE

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

NOTICE:

ALL GRAPHIC REPRODUCTIONS ARE SUBJECTED BY APPROVAL OF AUTHORIZED CLIENT. AS OF APPROVAL BY THE UNDERSIGNED & DATED PRIOR TO ANY FABRICATION OF PRODUCT, TRI CITY SIGN COMPANY HOLDS ALL AGREEMENTS FINAL AND TO CLIENT APPROVAL.

Signed _____ Date _____

Sales Rep. _____ Date _____



De signing Your Future

363 North Elm Street, Grand Island, NE 68801
800.339.4779
tricitysign.com
© 2007 TRI CITY SIGN COMPANY

DRAWING NO.	
SALESPERSON: Tim Marchese	
DRAWN BY: <i>Samy Cox</i>	
Scale: As Noted,	INSPECTED BY: _____
Date: _____	

Signs A, B, C



12'-9"

7'

Sign D



7'-5"

4'

Sign E, F



8'

3'

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



DESIGN TYPE	
<input checked="" type="checkbox"/> INTERIOR	<input type="checkbox"/> EXTERIOR
<input type="checkbox"/> NEON DISPLAYS	<input type="checkbox"/> CHANNEL LETTERS
<input type="checkbox"/> NON-ILLUM SIGNAGE	<input type="checkbox"/> REV. CHANNEL LETTERS
<input type="checkbox"/> DUEL POLE SIGN	<input type="checkbox"/> SINGLE POLE SIGN
<input type="checkbox"/> MONUMENT SIGN	<input type="checkbox"/> DIRECTIONAL
<input type="checkbox"/> CHANGEABLE READER BOARD/ E/L.E. DISPLAYS	

PROJECT TYPE	
<input type="checkbox"/> NEW CONSTRUCTION	
<input type="checkbox"/> REMODELING	
<input type="checkbox"/> TENANT CHANGES	
<input type="checkbox"/> LANDLORD IMPROVEMENTS	
<input type="checkbox"/> CORPORATE CHANGES	
<input type="checkbox"/> AMENDMENTS TO EXCISING SIGNAGE	

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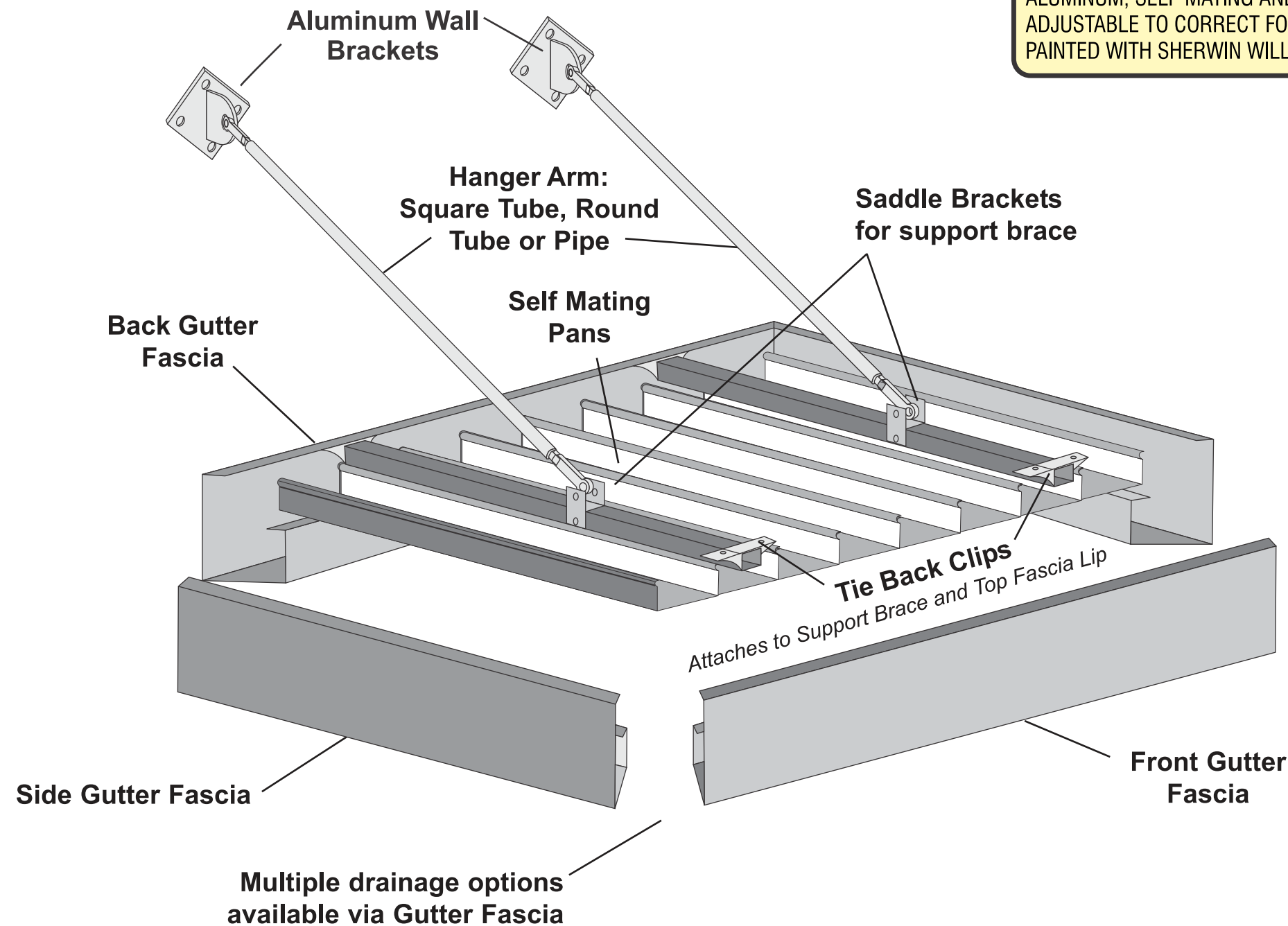
NOTICE:

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Signed _____ Date _____
Sales Rep. _____ Date _____



DRAWING NO.	
SALESPERSON: Tim Marchese	
DRAWN BY: <i>Amy Cox</i>	
Scale: As Noted,	INSPECTED BY: _____
Date: _____	



SCOPE OF WORK

FABRICATE AND INSTALL 3 METAL AWNINGS WITH SUPPORT RODS. AWNINGS ARE FABRICATED FROM 1/8" THICK EXTRUDED ALUMINUM GUTTERS WITH WELDED SEAMS. ROOF PANS ARE .090 EXTRUDED ALUMINUM, SELF-MATING AND SEALED. SUPPORT RODS ARE ADJUSTABLE TO CORRECT FOR PITCH. ALL COMPONENTS TO BE PAINTED WITH SHERWIN WILLIAMS A-100 SERIES SATIN RED PAINT.

2 AWNINGS THAT ARE 8' LONG
1 AWNING THAT IS 6' LONG
ALL AWNINGS HAVE 8" FASCIAS
AND PROJECT 36"

A.2 AWNING EXPLODED VIEW

a Scale: NTS

DESIGN TYPE	
<input checked="" type="checkbox"/> INTERIOR	<input type="checkbox"/> EXTERIOR
<input type="checkbox"/> NEON DISPLAYS	<input type="checkbox"/> CHANNEL LETTERS
<input type="checkbox"/> NON-ILLUM SIGNAGE	<input type="checkbox"/> REV. CHANNEL LETTERS
<input type="checkbox"/> DUEL POLE SIGN	<input type="checkbox"/> SINGLE POLE SIGN
<input type="checkbox"/> MONUMENT SIGN	<input type="checkbox"/> DIRECTIONAL
<input type="checkbox"/> CHANGEABLE READER BOARD/ ELE. DISPLAYS	

PROJECT TYPE	
<input type="checkbox"/> NEW CONSTRUCTION	
<input type="checkbox"/> REMODELING	
<input type="checkbox"/> TENANT CHANGES	
<input type="checkbox"/> LANDLORD IMPROVEMENTS	
<input type="checkbox"/> CORPORATE CHANGES	
<input type="checkbox"/> AMENDMENTS TO EXCISING SIGNAGE	

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

NOTICE:

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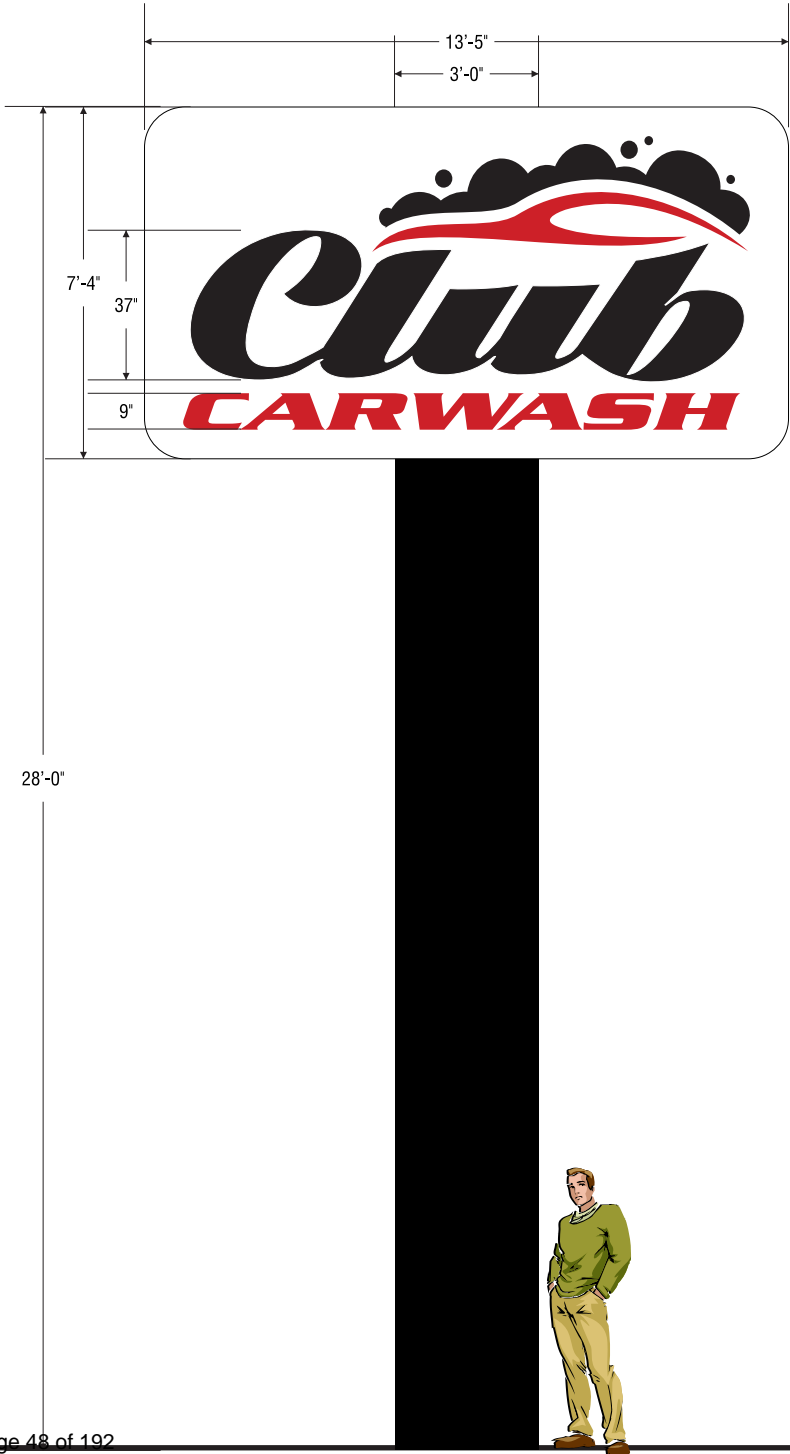
Signed _____ Date _____

Sales Rep. _____ Date _____



DRAWING NO.	
SALESPERSON:	Tim Marchese
DRAWN BY:	<i>Tim Marchese</i>
Scale: As Noted,	INSPECTED BY:
Date:	

SCALE - 1/4" = 1'-0"



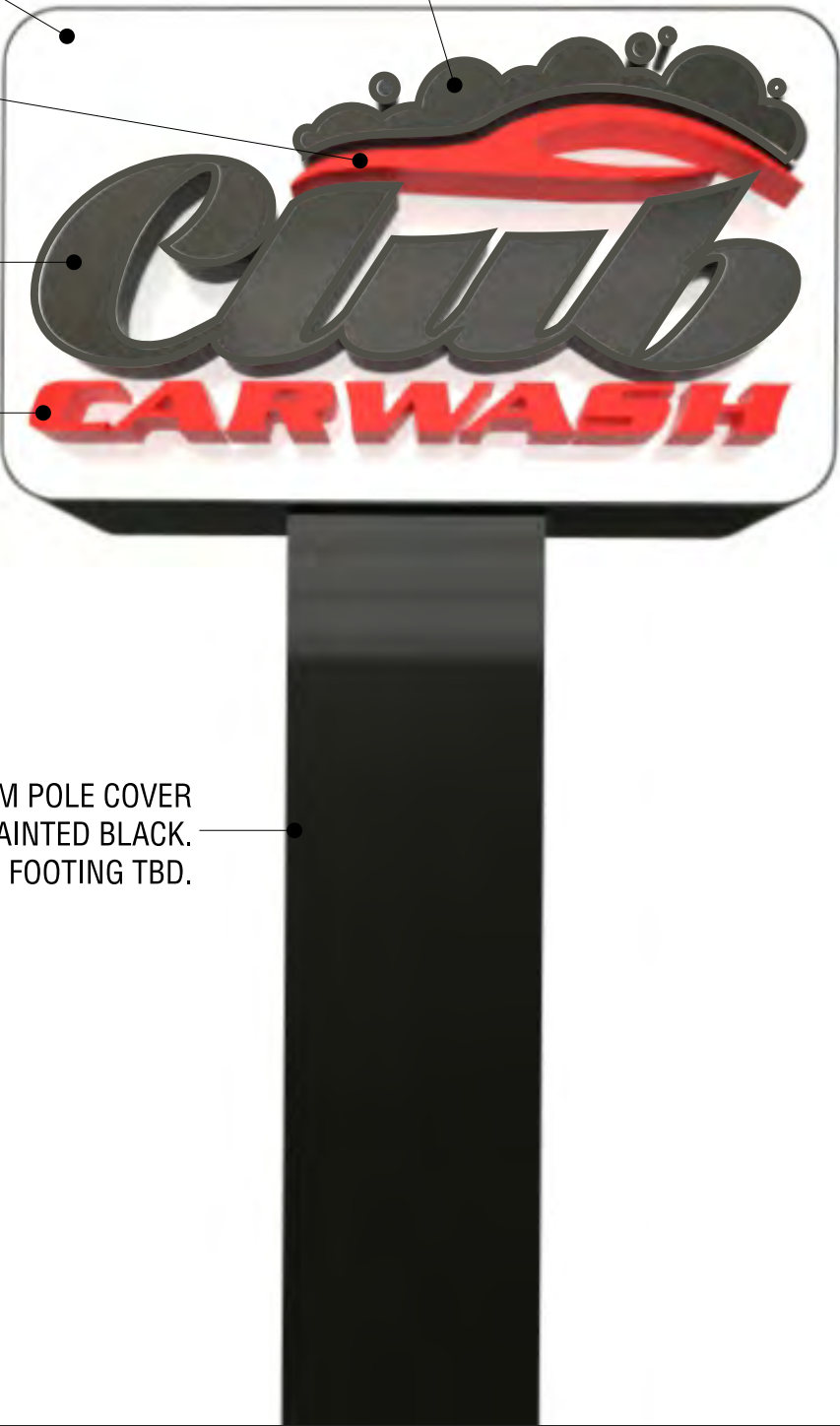
WHITE ALUMINUM CABINET
WITH BLACK RETURNS.

CHANNEL LOGO W/ RED RETURNS,
RED ACRYLIC FACE & RED
TRIM CAP. ILLUM. BY RED LEDS.

CHANNEL LETTERS W/ BLACK RETURNS,
WHITE FACE W/PERF. BLACK VINYL &
BLACK TRIM CAP. ILLUM. BY WHITE LEDS.

CHANNEL LETTERS W/ RED RETURNS,
RED ACRYLIC FACE & RED
TRIM CAP. ILLUM. BY RED LEDS.

CHANNEL LOGO W/ BLACK RETURNS,
WHITE FACE W/PERF. BLACK VINYL &
BLACK TRIM CAP. ILLUM. BY WHITE LEDS.



ALUMINUM POLE COVER
PAINTED BLACK.
POLE & FOOTING TBD.

X DESIGN TYPE	
<input type="checkbox"/> INTERIOR	<input type="checkbox"/> EXTERIOR
<input type="checkbox"/> NEON DISPLAYS	<input type="checkbox"/> CHANNEL LETTERS
<input type="checkbox"/> NON-ILLUM SIGNAGE	<input type="checkbox"/> REV. CHANNEL LETTERS
<input type="checkbox"/> DUEL POLE SIGN	<input type="checkbox"/> SINGLE POLE SIGN
<input type="checkbox"/> MONUMENT SIGN	<input type="checkbox"/> DIRECTIONAL
<input type="checkbox"/> CHANGEABLE READER BOARD/ ELE. DISPLAYS	
PROJECT TYPE	
<input type="checkbox"/> NEW CONSTRUCTION	
<input type="checkbox"/> REMODELING	
<input type="checkbox"/> TENANT CHANGES	
<input type="checkbox"/> LANDLORD IMPROVEMENTS	
<input type="checkbox"/> CORPORATE CHANGES	
<input type="checkbox"/> AMENDMENTS TO EXCISING SIGNAGE	
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.	
NOTICE:	
ALL GRAPHIC REPRODUCTIONS ARE SUBJECTED BY APPROVAL OF AUTHORIZED CLIENT. AS OF APPROVAL BY THE UNDERSIGNED & DATED PRIOR TO ANY FABRICATION OF PRODUCT, TRI CITY SIGN COMPANY HOLDS ALL AGREEMENTS FINAL AND TO CLIENT APPROVAL.	
Signed _____	Date _____
Sales Rep. _____	Date _____
 <p>TRI CITY SIGN COMPANY De sign ing Your Future 363 North Elm Street, Grand Island, NE 68801 800.339.4779 tricitysign.com © 2007 TRI CITY SIGN COMPANY</p>	
DRAWING NO.	
SALESPERSON: Tim Marchese	
DRAWN BY: 	
Scale: As Noted,	INSPECTED BY: _____
Date: _____	

CITY OF FLORISSANT

Public Hearing



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, September 14, 2020 at 7:30 P.M. on the following proposition:

To authorize a Special Use Permit to allow for the expansion of a convenience store with liquor sales for the property located at 1763-1765 N New Florissant Road (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



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 9 Zoning 'B-3'

Initial Date Petitioner Filed 8/4/20
Building Commissioner to complete
ward, zone & date filed

SIGN. [Signature] DATE: 8-24-2020

SPECIAL PERMIT FOR EXTENSION OF CONVENIENCE AND LIQUOR STORE

Statement of what permit is being sought. (i.e., special permit for operation of a restaurant).

AMEND SPECIAL PERMIT # TO ALLOW FOR TO EXPEND STORE SPACE
ordinance # Statement of what the amendment is for.

LOCATION 1763-1765 N. NEW FLORISSANT RD., FLORISSANT, MO-63033
Address of property.

1) Comes Now MAUMIYA LLE / DBA MINT MARKET 4
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) 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.

1763 N. NEW FLORISSANT RD.

2) The petitioner(s) further state(s) that the property herein described is presently being used for CONVENIENCE & LIQUOR and that the deed restrictions for the property do not prohibit the use which

would be authorized by said Permit.

1765 N. NEW FLORISSANT RD. IS A VACANT SPACE.

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)

JAGNASHA PATEL J.J. Patel 314-223-3008
PRINT NAME SIGNATURE / Jagdish45@hotmail.com.
email and phone

FOR MA UMIYA LLC.

(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 JOHN ZEKIND
ADDRESS 1276 White Rd Chesapeake MD 20717
STREET CITY STATE ZIP CODE
TELEPHONE / EMAIL 314-878-2290 / ZEKIND@ADL.COM
BUSINESS

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

[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 X Corporation _____

(a) If an individual:

- (1) Name and Address _____
(2) Telephone Number _____
(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 ON ADDED PAGE
(2) Telephone numbers ON ADDED PAGE
(3) Business address 1763 N. NEW FLORESSANT RD., FLORISSANT, MO 63033
(4) Name under which business is operated MAUMIYA LLC DBA MINI MARKET 4
(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.

Jignasha Patel

461 Olde Court Rd.

St. Charles, MO 63303

314-223-3008

Manisha Patel

2012 Montclair Manor Dr.

St. Charles, MO 63303

314-496-2924

Asha Patel

489 Olde Court Rd.

St. Charles, MO 63303

314-660-8163

Mounali Patel

497 Olde Court Rd.

St. Charles, MO 63303

314-952-9784

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 FLO - LIN II
Address 1763-1783 N. NEW FLORISSANT RD., FLORISSANT, MO-63033
Property Owner WALPERT PROPERTIES / ROBERT A. WALPERT
Location of property 1763-1783 N. NEW FLORISSANT RD. FLORISSANT, MO-63033
Dimensions of property 227 FT W X 60 FT. D.
Property is presently zoned B-3 Requests Rezoning To _____
Proposed Use of Property CONVENIENCE & LIQUOR STORE
Type of Sign EXISTING SIGN WILL BE USED Height _____
Type of Construction BRICKS Number Of Stories SINGLE
Square Footage of Building 13490 SQFT Number of Curb Cuts 3
Number of Parking Spaces 82 Sidewalk Length 265 FT
Landscaping: No. of Trees 7 Diameter _____
No. of Shrubs 30+ Size 1 FT, 2 FT, 3 FT, 4 FT.
Fence: Type NONE 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



State of Missouri

John R. Ashcroft, Secretary of State

Corporations Division

PO Box 778 / 600 W. Main St., Rm. 322

Jefferson City, MO 65102

X001374991

Date Filed: 10/21/2019

Expiration Date: 10/21/2024

John R. Ashcroft

Missouri Secretary of State

Registration of Fictitious Name

(Submit with filing fee of \$7.00)

(Must be typed or printed)

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

Please check one box:

☒ New Registration ☐ Renewal ☐ Amendment ☐ Correction

Charter number Charter number Charter number

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

Business name to be registered: MINI MARKET 4

Business Address: 1763 N NEW FLORISSANT RD

(PO Box may only be used in addition to a physical street address)

City, State and Zip Code: FLORISSANT, MO 63033

Owner Information:

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

Name of Owners, Individual or Business Entity	Charter # Required If Business Entity	Street and Number	City and State	Zip Code	If Listed, Percentage of Ownership Must Equal 100%
MA UMIYA LLC	LC001673080	461 olde court rd	st charles, MO	63303	

All owners must affirm by signing below

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

(The undersigned understands that false statements made in this filing are subject to the penalties of a false declaration under Section 575.060 RSMo)

MA UMIYA LLC - JIGNASHA PATEL

Owner's Signature or Authorized Signature of Business Entity

MA UMIYA LLC - JIGNASHA PATEL

Printed Name

10/21/2019

Date

Name and address to return filed document:

Name: ma umiya llc

Address: Email: jagdish405@hotmail.com

City, State, and Zip Code: _____

Corp. 56 (09/2010)

FIRST LEASE AMENDMENT

This First Lease Amendment (hereinafter the "Amendment") made and entered into this 9th day of June, 2020, by and between LCRF, L.L.C., a Missouri Limited Liability Company hereinafter referred to as ("Landlord"), and Ma Uniya, L.L.C., a Missouri Limited Liability Corporation (hereinafter referred to as "Tenant").

WITNESSETH

WHEREAS, Tenant executed a certain Lease dated October 22, 2019 by and between LCRF, L.L.C., a Missouri Limited Liability Company, c/o Walpert Properties, 12295 Olive Blvd., Saint Louis, MO 63141 and Ma Uniya, L.L.C., a Missouri Limited Liability Corporation (collectively the "Lease") covering a certain premises known as and designated as 1763 New Florissant Road, Florissant MO 63033 (the "Building") consisting of approximately 2,000 square feet (the "Leased Premises"), and,

WHEREAS, the parties hereto are desirous of amending the Lease, upon the terms and conditions hereinafter set out.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessee will add 1765 New Florissant Road, Florissant, MO 63033 to the Lease consisting of 1,500 square feet on August 1, 2020 giving a new total of 3,500 square feet. (the "Lease Premises").
2. Commencing December 1, 2020 through December 31, 2021 minimum rent shall be \$1,750.00 per month. January 1, 2022 through October 31, 2023 minimum rent shall be \$2,100.00

Estimate of Pro Rata Shares will be:

Taxes:	\$8,610.00 payable in monthly installments of \$717.50
Insurance:	\$1,610.00 payable in monthly installments of \$134.17
CAM:	\$14,595.00 payable in monthly installments of \$1,216.25

All other terms and conditions of the lease shall remain the same.

IN WITNESS WHEREOF, the parties executed this Amendment the day and year first above written.

LANDLORD

LCRF, L.L.C.,
A MISSOURI LIMITED LIABILITY
COMPANY

By: LCRF Holdings, Inc.,
its Managing Member

By: Robert A. Walpert

Title: President

Date: JUNE 8, 2020

TENANT

MA UNIYA, L.L.C.,
A MISSOURI LIMITED LIABILITY
COMPANY

By: Jignasha Patel

Title: Partner
Managing Member

Date: 06/08/2020

PACKED BASE DOCUMENTS CHECKLIST 5/20/20: Documents this Amendment 5/20/20

Liquor License 6606

Issued To:

MINI MARKET 4

1763 North New Florissant Road

Jignasha Patel, Managing Officer.

Licenses Shall be Kept Conspicuously Posted

For the sale of all kinds of intoxicating liquor in the original package not to be consumed on the premises and tasting on the premises of the establishment licensed to sell intoxicating liquor in the original package on Monday - Saturday from 6:00 a.m. to 1:30 a.m. and on Sunday from 9:00 a.m. until 12:00 midnight.

Liquor License fee in the sum of \$487.50, paid.

THIS LICENSE EXPIRES the 30th day of June 2021.

WITNESSETH, I Anita Moore, Deputy City Clerk of the City of Florissant, Missouri, have hereunto set my hand, June 2, 2020.

Anita Moore

Anita Moore, Deputy City Clerk

THIS LICENSE IS NOT TRANSFERABLE



7/29/20

To whom it may concern;

We as Landlord (LCRF, LLC) of Flo Lin I Shopping center located at 1763-1783 New Florissant Road, Florissant, MO 63033, grant permission to Jagdish Patel (Mini Market) to construct/remodel the spaces at 1763 & 1765 New Florissant Road, Florissant, MO 63033.

If you have any question, I can be reached at 314.682.5329.

Sincerely,

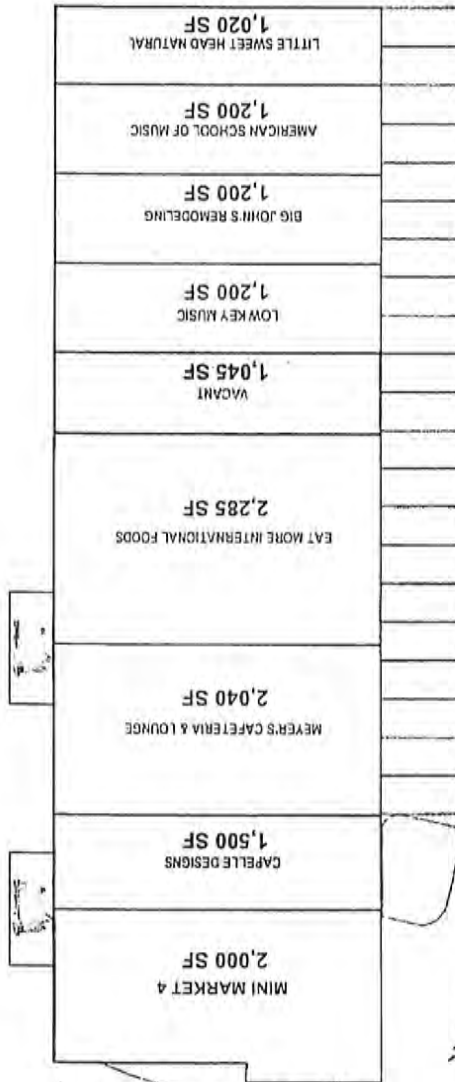
Brandt Tichacek
Asset Manager

cc: Robert Walpert

12295 Olive Boulevard • St. Louis, MO 63141 • 314.567.1221

FLO-LIN II

#	ADDRESS	TENANT	SIZE
1	1763 NEW FLORISSANT RD.	MINI MARKET 4	2000 SF
2	1765 NEW FLORISSANT RD.	CAPELLE DESIGNS	1500 SF
3	1767-1769 NEW FLORISSANT RD.	MEYER'S CAFETERIA & LOUNGE	2040 SF
4	1771-1773 NEW FLORISSANT RD.	EAT MORE INTERNATIONAL FOODS	2285 SF
5	1775 NEW FLORISSANT RD.	VACANT	1045 SF
6	1777 NEW FLORISSANT RD.	LOW KEY MUSIC	1200 SF
7	1779 NEW FLORISSANT RD.	BIG JOHN'S REMODELING	1200 SF
8	1781 NEW FLORISSANT RD.	AMERICAN SCHOOL OF MUSIC	1200 SF
9	1783 NEW FLORISSANT RD.	LITTLE SWEET HEAD NATURAL	1020 SF



FLO-LIN II

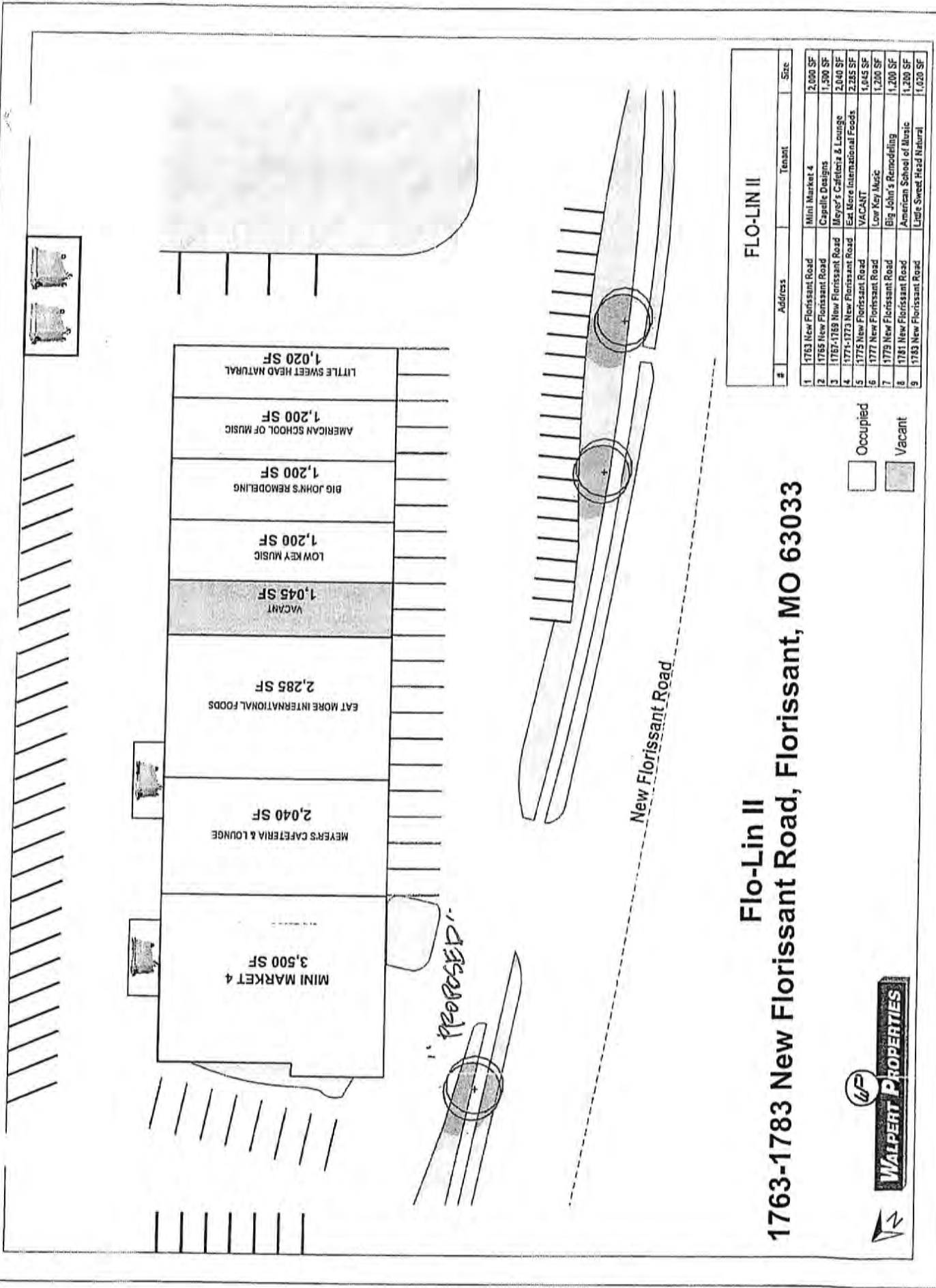
Flo-Lin II
1763-1783 New Florissant Road, Florissant, MO 63033

#	Address	Tenant	Size
1	1763 New Florissant Road	Mini Market 4	2,000 SF
2	1765 New Florissant Road	Capele Designs	1,500 SF
3	1767-1769 New Florissant Road	Meyer's Cafeteria & Lounge	2,040 SF
4	1771-1773 New Florissant Road	Eat More International Foods	2,285 SF
5	1775 New Florissant Road	VACANT	1,045 SF
6	1777 New Florissant Road	Low Key Music	1,200 SF
7	1779 New Florissant Road	Big John's Remodeling	1,200 SF
8	1781 New Florissant Road	American School of Music	1,200 SF
9	1783 New Florissant Road	Little Sweet Head Natural	1,020 SF

☐ Occupied

☐ Vacant





FLO-LIN II

Flo-Lin II
1763-1783 New Florissant Road, Florissant, MO 63033



☐ Occupied
☐ Vacant

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CITY OF FLORISSANT- Building Division

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STAFF REPORT
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CITY OF FLORISSANT- Building Division

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9 To: Planning and Zoning Commissioners Date: August 15, 2020
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CASE NUMBER PZ-081720-3

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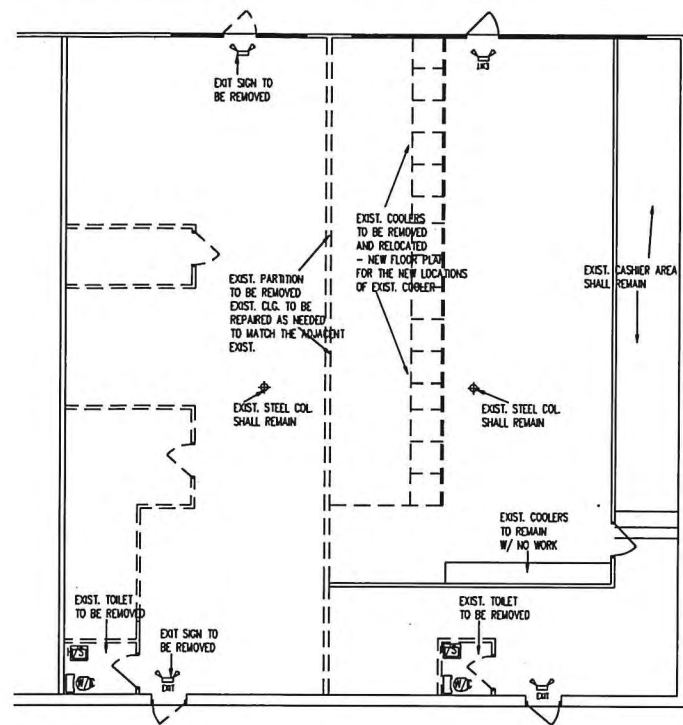
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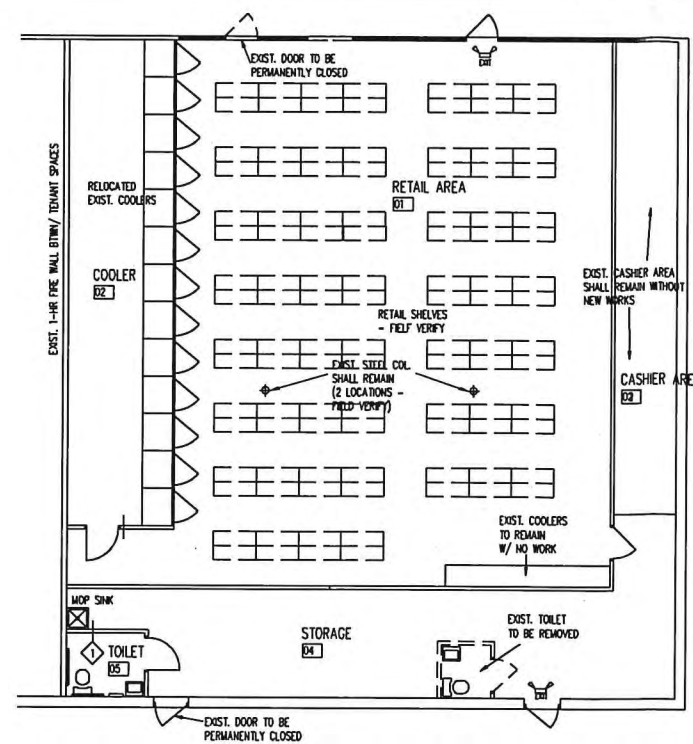
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PLAN OF DEMOLITION
OF EXISTING SPACE



PLAN OF NEW SPACE



PHOTO OF FRONT - REMAINS AS IS
EXCEPT SALON SIGN TO BE REMOVED

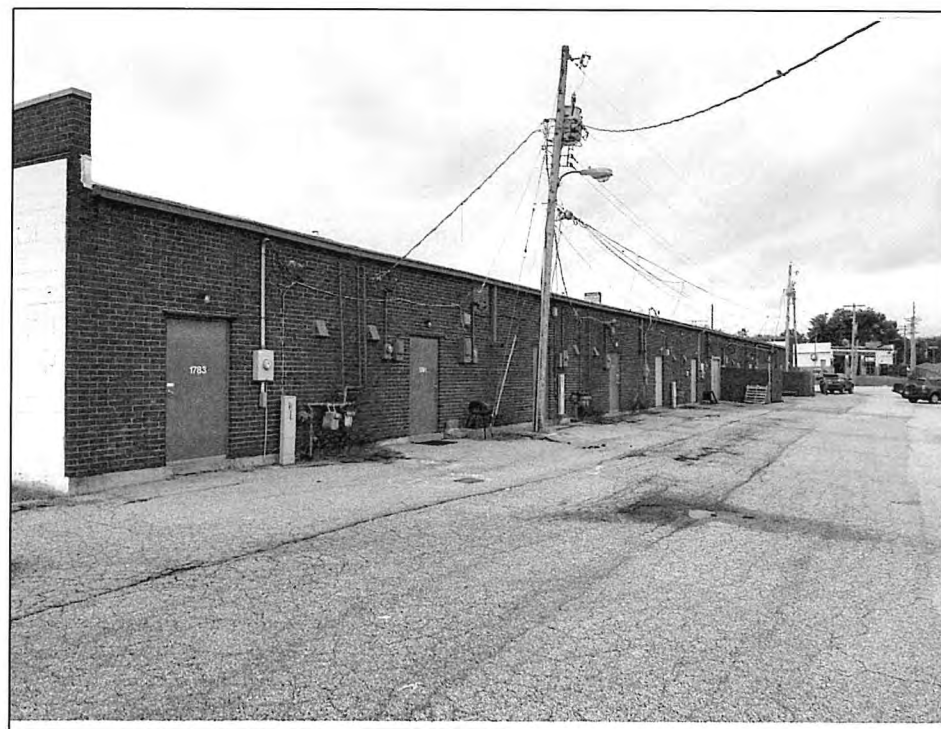


PHOTO OF REAR - REMAINS AS IS

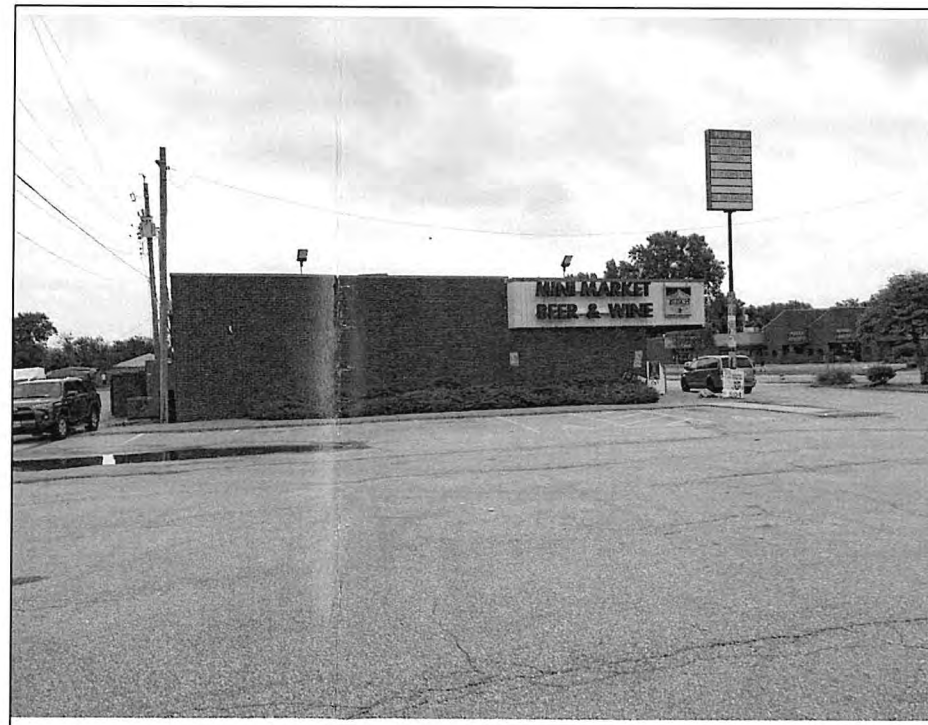


PHOTO OF SIDE - REMAINS AS IS

GROCERY STORE RENOVATION	
1763 N. NEW FLORISSANT ROAD ST LOUIS, MO. 63033	
John C. Zekind, PE CONSULTING ENGINEERS 1278 WHITE ROAD CHESTERFIELD, MO. 63017 314-878-2290	
Project Number:	
Issued For:	<input type="checkbox"/> Review <input type="checkbox"/> Pricing <input type="checkbox"/> Permit <input type="checkbox"/> Bidding <input type="checkbox"/> Construction
Sheet Number:	7-21-20
<div style="text-align: right; font-size: 24pt; font-weight: bold;">ZP-2</div>	

ELECTRICAL SPECIFICATION

I. PART I - GENERAL

1.01 ROUTING OF CONDUCTORS AND CONDUIT, LOCATION OF EQUIPMENT, APPARATUS, FIXTURES AND OTHER DEVICES ARE SHOWN ON PLANS FOR GENERAL GUIDANCE. THIS CONTRACTOR SHALL COORDINATE HIS WORK WITH THE OTHER CONTRACTORS AND SHALL PROVIDE NECESSARY DEVIATIONS IN ROUTING AND ITEM LOCATIONS, AS FAR AS IT FROM THOSE SHOWN, AS NECESSARY TO PROVIDE OPERATING SYSTEMS AS SPECIFIED OR IMPOSED WITHOUT INTERFERENCE AND PARASIT TO THESE REQUIREMENTS AT NO ADDITIONAL COST.

1.02 PRIOR TO SUBMITTING HIS QUOTATION FOR WORK UNDER THIS PROJECT, THIS CONTRACTOR SHALL VISIT THE SITE TO EXAMINE ALL CONDITIONS RELATED TO WORK AND TO ACQUANT HIMSELF WITH THESE CONDITIONS. THE SUBMISSION OF THE PROPOSAL SHALL BE CONSIDERED EVIDENCE THAT THE CONTRACTOR HAS VISITED THE SITE. NO EXTRA PAYMENTS WILL BE ALLOWED THIS CONTRACTOR ON ACCOUNT OF CLAIMS FOR EXTRA WORK HAVE NECESSARY BY HIS FAILURE TO VISIT THE SITE.

1.03 ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST ADOPTED EDITION OF THE NATIONAL ELECTRICAL CODE, ALL LOCAL ORDINANCES AND LOCAL TRADE PRACTICES.

2. PART II - MATERIALS

2.01 CONDUIT

A. ALL CONDUITS SHALL BE NOT DIPPED OR ELECTRO-GALVANIZED STEEL, UNLESS OTHERWISE NOTED. MINIMUM SIZE CONDUIT SHALL BE 1/2" MINIMUM SIZE CONDUIT UNDERGROUND OR IN CONCRETE OR MASONRY SHALL BE 3/4". ALL RIGID CONDUIT SHALL BE THREADED TYPE. FITTINGS SHALL BE THREADED TYPE. SET SCREW TYPE WILL NOT BE ACCEPTED.

B. STEEL CONDUIT - HEAVY WALL - HEAVY WALL GALVANIZED RIGID METALLIC CONDUIT (GRMC) SHALL BE USED IN THE FLOOR SLAB FOR ALL FEEDERS AND FOR INSTALLATION IN CONCRETE OR IN MET LOCATIONS OR WHERE THE RACEWAY MAY BE EXPOSED TO WEATHER OR SUBJECT TO MECHANICAL INJURY. COUPLINGS SHALL BE SEALED WITH WATERPROOF SEALING COMPOUND.

C. RIGID STEEL CONDUIT (GRMC) - FULL HEIGHT STEEL PIPE OF STANDARD PIPE DIMENSIONS, THREADED. CONDUIT SHALL HAVE GALVANIZED COATING APPLIED TO BOTH INSIDE AND OUTSIDE SURFACES, INCLUDING THE THREADS. CONDUIT SHALL BE THREADED 3/4" BACK FROM END OF PIPE SO THAT NO THREAD WILL BE EXPOSED. NOT DIPPED GALVANIZED CONDUIT WRAPPED WITH PLYMOUTH PLTWRAP 20 Mils PIPE WRAPPING TAPE SHALL BE USED FOR UNDERGROUND DIRECT BURIAL. NOT DIPPED GALVANIZED CONDUIT SHALL BE USED FOR UNDERGROUND CONCRETE ENCASED, OR WHERE EXPOSED TO WEATHER.

D. THIN WALL GALVANIZED ELECTRICAL METALLIC TUBING (EMT) SHALL BE USED IN WALLS AND CEILING, ONLY APPROVED COMPRESSION TYPE COUPLINGS WILL BE PERMITTED. FLEXIBLE METALLIC CONDUIT MAY BE USED ON SHORT FINAL CONNECTIONS TO MOTORS AND LIGHTING FIXTURES.

E. ELECTRIC METALLIC TUBING (EMT) - THREADED THIN WALL CONDUIT GALVANIZED OR ZINC METALLIZED, (INSIDE AND OUTSIDE) MAY BE USED FOR BRANCH CIRCUIT CONDUCTORS UP TO SIZE 1/0 MAXIMUM IN EXPOSED DRY LOCATIONS, HANG CEILING, HOLLOW BLOCK WALLS AND IN FINISHED SPACES.

F. FLEXIBLE STEEL CONDUIT - USE 1/2" MINIMUM, EXCEPT WHERE NOTED OTHERWISE. FLEXIBLE CONDUIT SHALL BE USED FOR THE FOLLOWING APPLICATION ONLY:

- A. FOR FINAL CONNECTION TO MOTOR TERMINAL BOX, MAXIMUM LENGTH 10'
- B. FOR FINAL CONNECTION TO MOTOR OUTLETS ON VIBRATING EQUIPMENT.
- C. FROM OUTLET BOX TO RECESSED LIGHTING FIXTURE, MINIMUM 4', MAXIMUM 6' LENGTH.
- D. FOR SHORT CONNECTIONS AS APPROVED BY THE ENGINEER.
- E. FOR EXPANSION JOINT COUPLINGS.
- F. FOR WEATHERPROOF INSTALLATIONS WITH PLY VINYL SHEATHINGS, SIMILAR TO AMERICAN METAL ROSE "SEALITITE" TYPE "W" OR EQUAL.

G. FLEXIBLE STEEL CONDUIT - SINGLE STRIP TYPE, MINIMUM SIZE 1/2", EXCEPT AS NOTED, GALVANIZED, MAXIMUM RESISTANCE OF APPROX 15 OHMS PER 1000 FEET. CONDUIT SHALL BE AS MANUFACTURED BY AMARCON OR APPROVED EQUAL.

H. POLYVINYL CHLORIDE CONDUIT (PVC) WHERE APPROVED BY LOCAL AND STATE CODE AUTHORITIES FOR THE UNDERGROUND INSTALLATION, POLYVINYL CHLORIDE (PVC) CONDUIT SHALL BE SCHEDULE 40, 40 DEGREES C LISTED. ALL JOINTS SHALL BE SOLVENT WELDED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE MANUFACTURER.

I. GROUNDING

1. GROUND WIRES SHALL BE RUN IN EACH CONDUIT AND SIZED PER ARTICLE 250-45 OF THE NEC. GROUND WIRES SHALL BE TERMINATED TO THE METALLIC ENCLOSURES OF THE PANELS, DISCONNECTS, TROUSERS, MAIN SWITCHBOARD AND OUTLET BOXES.

2. ALL PROVISIONS OF ARTICLES 341, 250 AND 300-22 OF THE NEC SHALL BE STRICTLY ADHERED TO, ALL LOCAL AND STATE CODES SHALL APPLY.

2.02 CONDUCTORS

TYPE - ALL WIRING SHALL BE COPPER AND COMPLY WITH THE LATEST SPECIFICATIONS OF THE NEC. WIRE AND CABLE SHALL BE NEW SHALL HAVE SIZE, TYPE OF INSULATION, VOLTAGE RATING, AND MANUFACTURER'S NAME PERMANENTLY MARKED ON OUTER COVERING AT REGULAR INTERVALS. ALL WIRING SHALL BE IN CONDUIT, UNLESS OTHERWISE INDICATED.

UNLESS OTHERWISE CALLED FOR, THE INSULATION OF CABLES AND WIRES SHALL BE AS FOLLOWS: CONDUCTORS #10 OR SMALLER BE SOLID. CONDUCTORS #8 AND LARGER SHALL BE STRANDED.

APPLICATIONS	TYPES OF WIRES AND CABLES
FEEDERS TO PANELBOARDS.	TYPE THW-75 DEGREES C
BRANCH CIRCUITS FOR SIZES #6 AND LARGER.	TYPE THW-75 DEGREES C
BRANCH CIRCUITS FOR SIZES SMALLER THAN #6.	TYPE THHN/HHN 75 DEGREES C/90 DEGREES C
FEEDERS AND BRANCH CIRCUITS BELOW GRADE OR OUTSIDE BUILDING SMALLER THAN #6.	TYPE THW-75 DEGREES C
FIXTURE WIRING	TYPE THN-40 DEGREES C

COLOR CODING OF CONDUCTORS

A. ALL BRANCH CIRCUITS SHALL BE COLOR CODED IN ACCORDANCE WITH NEC AND SHALL BE IDENTIFIED BY THE FOLLOWING:

BLACK	PHASE A	BROWN
RED	PHASE B	ORANGE
BLUE	PHASE C	YELLOW
WHITE	NEUTRAL	GRAY *

* MAY BE WHITE WITH TRACER.

B. GROUNDING CONDUCTOR (ALL SYSTEMS) - GREEN

C. SWITCHED LEG - PURPLE

D. DIMMY LEGS OF 5-WAY SWITCHES - PINK

2.03 TRANSFORMERS

DRY TYPE TRANSFORMERS SHALL BE TWO WINDING, TOTALLY ENCLOSED, SELF COOLED, LOW NOISE SOUND LEVEL, OF THE SIZE AND ELECTRICAL CHARACTERISTICS AS SCHEDULED. TRANSFORMERS 25 KVA AND UNDER SHALL HAVE A UL RATING LIMITING SYSTEM TEMPERATURE TO 80 DEGREES C, 30 KVA AND ABOVE SHALL HAVE A UL RATING LIMITING TEMPERATURE TO 80 DEGREES C, BOTH WITH RESPECT TO A 40 DEGREES C AMBIENT. MAXIMUM ACCESSIBLE SOUND LEVEL FOR ALL KVA RATING SHALL NOT EXCEED 46 DECIBELS. TRANSFORMERS SHALL HAVE A MINIMUM 10 PERCENT OVERLOAD CAPACITY AT RATED VOLTAGE. ENCLOSURE SHALL BE FINISHED WITH LIFTING BRACKETS DESIGNED TO FACILITATE HANDLING AND INSTALLATION. VENTILATING OPENINGS SHALL BE DESIGNED IN A MANNER TO PREVENT ACCESS TO LIVE PARTS. USE FLEXIBLE CONDUIT, 2 OR 3 MINIMUM LENGTH FOR CONNECTIONS TO TRANSFORMER CASE. MAKE CONDUIT CONNECTIONS TO SIDE PANEL OF ENCLOSURE. MOUNT TRANSFORMERS ON VIBRATION ISOLATING PADS SUITABLE FOR ISOLATING THE TRANSFORMER NOISE FROM THE BUILDING STRUCTURE. PROVIDE SOUND RESTRAINTS.

2.04 PANELS

LIGHTING PANELBOARDS SHALL BE CIRCUIT BREAKER, DEAD-FRONT TYPE IN ACCORDANCE WITH UL STANDARDS FOR PANELBOARDS AND STANDARD FOR CABINETS AND BOXES AND SHALL BE 50 LABELED PROVIDE A MINIMUM OF ONE (1) 3/4" CONDUIT SUBMERGED OUT OF EACH RECESSED PANELBOARD TO ABOVE THE CEILING EXTENDING ON AREAS SERVED BY PANEL FOR EVERY THREE (3) SPACE OR SPACES. PANEL DIRECTORIES SHALL BE TYPED AND FILLED OUT BY ELECTRICAL CONTRACTOR AFTER TESTING PHASE BALANCING AND CHECKOUT. TWO AND THREE POLE BREAKERS SHALL BE FINISHED WHERE CALLED FOR. HANDLE TIES WILL NOT BE ACCEPTED. PANELBOARD DESIGN SHALL BE ELECTRICAL GRADE COPPER. ALL BREAKERS SHALL BE BOLT-ON TYPE. TWO AND THREE POLE BREAKERS SHALL HAVE COMMON TRIP. BOXES SHALL BE COMMERCIAL NOT GALVANIZED SHEET STEEL, 14 GAUGE MINIMUM. IDENTIFY PANELS WITH ENGRAVED LAMINATED NAMEPLATES INDICATING THE PANEL IDENTIFICATION AND PANEL VOLTAGE.

2.05 BOXES

OUTLET AND SWITCH BOXES. FINISH OUTLETS AND BOXES WHERE REQUIRED BY PLANS, EQUIPMENT REQUIREMENTS, OR CODE. RECORD ALL LOCATIONS AND MOUNTING HEIGHTS OF ALL OUTLET, PULL AND JUNCTION BOXES. ALL OUTLET AND SWITCH BOXES SHALL BE NEW APPROVED TYPE SIZED TO PROVIDE AMPLE SPACE FOR WIRING DEVICES, CONDUCTORS, AND GROUNDING WIRES, WHERE SPACE IS AVAILABLE, ALL FEED THROUGH BOXES SHALL BE MINIMUM 4" SQUARE BY 1/2" DEEP. BOXES SHALL BE SET BACK TO ALLOW THE INSTALLATION OF A SQUARE OUT AND RAISED ADAPTER RING, DEPTH OF RAISED PORTION SHALL MATCH THE WALL CONSTRUCTION. WHEN MORE THAN ONE WIRING DEVICE (SWITCHES AND RECEPTACLES) IS SHOWN ON THE SAME LOCATION, GANGE BOXES SHALL BE USED WHERE ANY DEVICE IS INSTALLED WITH EXPOSED CONDUIT. THE OUTLET BOX SHALL BE TYPE "E", PROVIDE A BLANK COVER FOR EACH OUTLET NOT TO BE PROVIDED WITH LIGHT FIXTURE OR OTHER DEVICE.

FLOOR BOXES. PLUGS AND TRIM SHALL BE BRASS. OUTLET BOX SHALL BE CAST IRON OR STAMPED STEEL. OUTLETS SHALL BE INSTALLED SO THAT THE TOP OPENING WILL BE FLUSH WITH FINISHED FLOOR. THE ELECTRICAL CONTRACTOR SHALL GROUT IN AROUND OUTLETS AS REQUIRED. SHALL BE INSTALLED IN ALL CARPETED AREAS AFTER CARPET IS IN PLACE.

PULL AND JUNCTION BOXES. PULL AND JUNCTION BOXES ARE NOT COMPLETELY SHOWN ON PLANS. THEY SHALL BE INSTALLED WHERE REQUIRED IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE. ALL BOXES SHALL BE CONSTRUCTED OF MINIMUM 14 GAUGE NOT-DIPPED GALVANIZED STEEL, CAST OR SHEET ALUMINUM WITH SCREWS OR UNFINISHED COVER. FASTENERS SHALL BE BRASS OR ZINC COATED SCREWS. WHERE EXPOSED TO WEATHER, MOISTURE-TIGHT GASKET SHALL BE PROVIDED. ELECTRICAL BOXES WITH UNFINISHED GASKETS SHALL BE GROUTED. ALL BOXES AND COUPLINGS ARE EXPOSED AND AT A SUFFICIENT DEPTH TO PREVENT CRACKING OR SPALLING. CONNECTIONS TO WIRING ENCLOSURES - CONDUITS SHALL BE SECURED TO OUTLET BOXES OR WIRING ENCLOSURES WITH DOUBLE LOCK NUTS AND BUSHINGS. WHERE CONDUIT BOXES WITH THREADED NUTS ARE USED, CONDUIT SHALL ENGAGE AT LEAST FIVE THREADS IN ADDITION MORE THAN THE EQUIVALENT OF FOUR QUARTER BENDS (90 DEGREE TOTAL) SHALL BE MADE IN CONDUIT RUN BETWEEN OUTLETS, PULL BOXES, JUNCTION BOXES OR PANELS. RUNS OVER 100' SHALL HAVE PULL.

2.06 DISCONNECT SWITCHES

DISCONNECT SWITCHES FOR SINGLE AND THREE PHASE LOADS OVER 1000 WATTS OR 1/2 HORSEPOWER SHALL BE HORSEPOWER RATED, HEAVY DUTY TYPE, QUICK-MAKE, QUICK-BREAK, AS MANUFACTURED BY THE CHALLENGER, SQUARE D, GENERAL ELECTRIC, WESTINGHOUSE OR OTHER ENGINEER'S APPROVED EQUAL. SWITCHES EXPOSED TO WEATHER SHALL BE NEMA 3R.

2.07 NAMEPLATES AND LABELS

NAMEPLATES

A. NAMEPLATES SHALL BE 4" X 1/2" X 1/2" THICK WHITE CORE, BLACK FACE, PLASTIC WITH ENGRAVED LETTERS. ATTACHMENT TO EQUIPMENT SHALL BE DONE BY MEANS OF SCREWS.

B. NAMEPLATES SHALL BE USED FOR ALL MAJOR EQUIPMENT SUCH AS SWITCHBOARDS, MOTOR PANELBOARDS, MOTOR CONTROL CENTERS, UNIT SUBSTATIONS, TRANSFORMERS, PANELBOARDS (LIGHTING POWER AND AUXILIARY) ON EACH SWITCH AND STARTERS IN EACH PANELBOARD AND MOTOR CONTROL CENTER, DISCONNECT SWITCHES, RELAYS, LOOSE MOUNTED MOTOR STARTERS, AND ON CONTROL PANELS SERVING FIRE ALARM, SECURITY, INTERCOM, EMERGENCY, DIALDOWN, ETC.

LABELS

A. LABELS (STICKERS) SHALL BE BRADY OR NEULINE AND SHALL BE COLOR CODED IN ACCORDANCE WITH ASA-Z34-H-35 "SAFETY COLOR CODE" TO INCLUDE SYSTEM VOLTAGES, ABBREVIATIONS OF SERVICE, ETC. FOR EXAMPLES: 480V, TELEPHONE, SECURITY, INTERCOM, EMERGENCY, DIALDOWN, ETC.

2.08 TIMECLOCKS

TIMECLOCKS SHALL BE 24 HOUR, 1 DAY WITH BATTERY BACKUP. EACH DAY SHALL HAVE MINIMUM OF 2 ON AND 2 OFF PERIODS. TIMECLOCK SHALL HAVE MANUAL OVERRIDE SWITCH. TIMECLOCK SHALL BE LOCATED IN NEVA ENCLOSURE. TIMECLOCK SHALL BE BY YORK, PARAGON OR EQUAL.

2.09 LOW VOLTAGE WIRING

ALL SPECIAL SYSTEM LOW VOLTAGE WIRING SHALL BE IN CONDUIT.

PART III DEVIATION

3) ALL WORK SHALL BE IN COMPLETE ACCORDANCE WITH THE NEC, AND ALL APPLICABLE CODES, WHETHER EXPLICITLY SHOWN OR NOT. ALL PANELS SHALL HAVE TYPEWRITTEN DIRECTORIES, AND ALL CIRCUITS SHALL BE TAGGED. ALL SYSTEMS SHALL BE GUARANTEED FOR 1 YEAR AFTER OWNER'S WRITTEN ACCEPTANCE. PROPERLY GROUND ALL SYSTEMS AND BALANCE PHASES. IF REQUIRED INCREASE BRANCH CIRCUIT SIZES TO REDUCE VOLTAGE DROP. ALL WORK SHALL BE COORDINATED WITH THE LANDLORD'S CONTRACTOR TO ASSURE A FULLY FUNCTIONAL AND COMPLETE SYSTEM.

3.2 CONDUIT TYPES

INDOOR, EXPOSED OR CONCEALED AREAS - USE EMT FOR SIZES UP TO 4", EGRMC (GALVANIZED RIGID METAL CONDUIT) FOR 3" AND ABOVE UNLESS OTHERWISE NOTED AND GROUTING, WHERE EXPOSED TO PHYSICAL DAMAGE AND WHERE SUBJECT TO MOISTURE AND CORROSION. BURIED IN CONCRETE FLOOR SLAB SYSTEM - GRMC, WITH RUST RESISTANT WRAP AND SHALL BE COVERED WITH A MINIMUM OF 2" CONCRETE ABOVE CONDUIT. INSTALLED BELOW CONCRETE SLAB FEEDERS OR BRANCH CIRCUITS - GRMC, STEEL WITH RUST RESISTANT WRAP NOT ENCASED. ALL UNDERGROUND GRMC, STEEL CONDUIT NOT ENCASED IN CONCRETE SHALL BE WRAPPED WITH PIPE WRAPPING TAPE, SCOTCH-RAP RS1 OR PLYMOUTH-BISHOP "PLYWRAP-20" TAPE TO COVER CONDUIT AND FITTINGS. INSTALLED OUTSIDE OF BUILDING (ABOVE GRADE) - GRMC, WHEN EXPOSED TO WEATHER, SHALL BE FIELD PAINTED WITH RUSTPROOF PRIMER BY EACH CONTRACTOR. FLEXIBLE METAL RACEWAYS SHALL BE USED FOR CONNECTION TO ALL MOTORIZED EQUIPMENT, TRANSFORMERS AND EQUIPMENT SUBJECT TO VIBRATION, ADJUSTMENTS AND/OR MOVEMENT AND TO CONTROL EQUIPMENT REQUIRING FLEXIBLE CONNECTIONS. RACEWAYS SHALL BE AS MANUFACTURED BY AMARCON OR APPROVED EQUAL.

3.3 CONDUIT INSTALLATION

A COMPLETE CONTINUOUS RACEWAY SHALL BE PROVIDED FOR PULLING AND INSTALLING OF WIRES. ALL WIRING SHALL BE RUN IN RACEWAYS UNLESS OTHERWISE INDICATED. ALL CONDUIT MUST BE REAMED AFTER CUTTING. CONDUITS SHALL BE CUT SQUARE, REAMED TO FULL SIZE, SHOULDERED WITHOUT BUTTING INTO COUPLINGS OR FITTINGS. THE THREAD SHALL BE OF STANDARD LENGTH AND DIAMETER REQUIRED FOR THE SIZE OF CONDUIT. USE DINA DON APPROVED TYPE OF GRANITE BEARING THREAD LUBRICANT SHALL BE USED IN HANDING UP THREADS. WHERE CONDUITS ARE CUT IN THE FIELD, USE STANDARD CUTTING DIE WITH 3/4" TAPER PER FOOT. RUNNING THREADS WILL NOT BE ACCEPTABLE. CONDUITS SHALL HAVE A SMOOTH INTERIOR SURFACE FREE OF OBSTRUCTIONS, SHALL BE CAPPED WITH APPROVED CONDUIT SEALS DURING CONSTRUCTION PERIOD, SHALL BE UNIFORMLY SLOPED TO ELIMINATE TRAPPED CONDENSATION, AND SHALL BE THOROUGHLY CLEANED AND DRY BEFORE PULLING ANY WIRE. CONDUIT INSTALLATION SHALL CLEAR ALL NOT PIPES SUCH AS HOT WATER, ETC, NOT LESS THAN 6" ALL CONDUITS IN FINISHED AREAS SHALL BE CONCEALED, UNLESS OTHERWISE INDICATED ON THE PLANS. CONDUITS IN EQUIPMENT ROOM AND UNFINISHED STORAGE AREAS MAY BE EXPOSED. ALL EXPOSED CONDUIT SHALL BE INSTALLED PERPENDICULAR OR PARALLEL TO BUILDING LINES. EXPOSURES SHALL BE USED WHERE CONDUITS ENTER PANELBOARDS. ALL EXPOSURES SHALL BE OF INSULATED TYPE WITH PROVISION FOR GROUNDING AS TYPE "B" MADE BY OZ GENEY OR APPROVED EQUAL. CONCEALED CONDUITS INSTALLED ABOVE SUSPENDED CEILING SHALL BE RUN CLOSE TO THE UNDERSIDE OF CONSTRUCTION ABOVE, AND SHALL BE COORDINATED WITH THE OTHER SUBCONTRACTORS SO AS TO ALLOW ROOM FOR RUNNING DUCTS AND PIPING. PROVIDE FLEXIBLE CONDUIT CONNECTION AS REQUIRED BY NEC FOR ALL RECESSED LIGHTING FIXTURES. FLEXIBLE CONDUIT CONNECTION SHALL

OPEN END OF CONDUITS SHALL BE CAPPED WITH CAP DURING ROUGHING-IN TO PREVENT THE ACCUMULATION OF DIRT AND MOISTURE CONDENSATION IN THE CONDUIT. SUPPORT FOR CONDUIT 1' AND SMALLER SHALL BE 1/2" OR 2 HOLE PIPE STRAPS SPACED AT NOT TO EXCEED 8'-0" INTERVALS AND WITHIN 18" OF AN OUTLET BOX, JUNCTION BOX, PULL BOX, OR TERMINAL CABINET. SUPPORT FOR CONDUIT LARGER THAN 1" SHALL BE 2 HOLE PIPE STRAPS. WHERE THE CONDUIT RING ARE GROUPED, CONDUIT TRAPPIES SUPPORTED ON 3/8" DIAMETER RODS MINIMUM SHALL BE USED. FASTENING DEVICES TO UNDERSIDE OF ROOF DECK SHALL NOT BE PERMITTED. ALL SUSPENDED AND/OR FASTENING DEVICES SHALL BE SUPPORTED FROM STRUCTURE ABOVE WITH ADEQUATE STRUCTURAL STEEL SUPPORT OR ANGLE IRON. PULL WIRES - A CONTINUOUS 1/2" AMS GALVANIZED IRON PULL WIRE OR 1/2" POLYPROPYLENE LINE EXTENDING FROM JUNCTION BOX TO JUNCTION BOX SHALL BE INSTALLED IN ALL ENTRY CONDUIT AND SHALL BE TAGGED TO SHOW TERMINAL POINTS AND LENGTH OF RUNS. JOINTS IN GRMC, CONDUIT INSTALLED IN CONCRETE OR MASONRY SHALL BE MADE LIQUID TIGHT AND SHALL BEHAVE NOT LESS THAN FIVE THREADS. CONDUIT IN CONCRETE SHALL BE PLACED SO THAT NO PORTION OF THE CONDUIT OR COUPLINGS ARE EXPOSED AND AT A SUFFICIENT DEPTH TO PREVENT CRACKING OR SPALLING. CONNECTIONS TO WIRING ENCLOSURES - CONDUITS SHALL BE SECURED TO OUTLET BOXES OR WIRING ENCLOSURES WITH DOUBLE LOCK NUTS AND BUSHINGS. WHERE CONDUIT BOXES WITH THREADED NUTS ARE USED, CONDUIT SHALL ENGAGE AT LEAST FIVE THREADS IN ADDITION MORE THAN THE EQUIVALENT OF FOUR QUARTER BENDS (90 DEGREE TOTAL) SHALL BE MADE IN CONDUIT RUN BETWEEN OUTLETS, PULL BOXES, JUNCTION BOXES OR PANELS. RUNS OVER 100' SHALL HAVE PULL.

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3.4 CONDUCTORS

ALL BRANCH CIRCUITS SHALL BE A MINIMUM 10 WIRE. 120 VOLT BRANCH CIRCUITS LONGER THAN 100 FEET SHALL BE A MINIMUM #12. 200 VOLT OR 277 VOLT BRANCH CIRCUITS LONGER THAN 200 FEET SHALL BE A MINIMUM #10. CONTROL WIRING SHALL BE A MINIMUM #14 UNLESS NOTED OTHERWISE. CODE APPROVED PRESSURE TYPE CONNECTORS SUCH AS "TIGER BRAND" MAY BE USED FOR SIZES #10 AND SMALLER. TERMINALS, TAPS AND SPLICES IN WIRE #8 AND LARGER SHALL BE MADE WITH SOLDERLESS COMPRESSION TYPE CONNECTORS. ALL JOINTS OR SPLICES SHALL BE WRAPPED WITH INSULATION TAPE SO THAT THE INSULATION OF THE JOINT, ETC, SHALL NOT BE LESS THAN INSULATION OF THE WIRE. ALL BRANCH CIRCUITS SHALL BE COLOR CODED IN ACCORDANCE WITH NEC. NO CONDUCTORS OR CABLES SHALL BE INSTALLED IN RACEWAYS UNTIL THE RACEWAY SYSTEM HAS BEEN COMPLETED. WHEN INSTALLING CONDUCTORS, THE ELC SHALL EXERCISE THE CARE TO PREVENT DAMAGE TO CONDUCTOR OR INSULATION. ALL FEEDER CABLES SHALL BE CONTINUOUS FROM ORIGINAL TO PANEL OR EQUIPMENT TERMINATION WITHOUT RUNNING SPLICES IN INTERMEDIATE PULL OR SPLICE BOXES. WHERE TAPS AND/OR SPLICES ARE NECESSARY AND APPROVED, THEY SHALL BE MADE IN APPROVED SPLICE BOXES WITH SUITABLE COMPRESSION TYPE CONNECTORS AS NOTED HEREIN. ALL BRANCH CIRCUIT CABLE TERMINATIONS, TAPS AND SPLICES #8 AND SMALLER SHALL BE MADE WITH SOLDERLESS SPRING TYPE CONNECTORS SUCH AS "SCOTCHLOK" OR "MINI-MOUNT". COMPRESSION TYPE CONNECTORS ARE REQUIRED ON BRANCH CIRCUIT AND FEEDER CABLES #8 AND LARGER SHALL BE OF THE TYPE AS MANUFACTURED BY THE BRAND COMPANY AND SHALL BE INSTALLED WITH APPROVED HYDRAULIC TOOLS TO ASSURE A PERMANENT MECHANICALLY SECURE HIGH CONDUCTIVITY JOINT. ALL UNINSULATED SPLICES, JOINTS AND FREE ENDS OF CONDUCTORS SHALL BE COVERED WITH RUBBER AND PROTECTIVE TAPE OR HIGH-DIELECTRIC POLYETHYLENE GLASS FIBER ELECTRICAL TAPE. INSULATION VALUE TO BE SAME AS WIRE INSULATION. WHERE CONDUCTORS ARE CONNECTED TO METALLIC SURFACES, THE COATED SURFACES OF THE METAL SHALL BE CLEANED TO THE BARE METAL BEFORE INSTALLING THE CONNECTOR. LACQUER COATING OF ALL CONDUCTORS SHALL BE INSTALLED WHEN PANEL COVERS ARE REMOVED OR SWITCH DOORS ARE OPEN. THE CONDUCTOR SIZE SHALL BE EASILY READ.

3.5 INSTALLATION OF PANELS

SET PANELS COMPLETELY LEVEL AND PLUMB. MEASURE STEADY STATE LOAD CURRENTS AT EACH PANELBOARD FEEDER. SHOULD THE DIFFERENCE AT ANY PANELBOARD BETWEEN PHASES EXCEED 20 PERCENT, REARRANGE CIRCUITS IN THE PANELBOARD TO BALANCE THE PHASE LOADS WITHIN 20 PERCENT. MECHANICAL INSPECTION. INSPECT FOR PHYSICAL DAMAGE, PROPER ALIGNMENT, ANCHORAGE, AND GROUNDING. CHECK PROPER INSULATION AND TIGHTNESS OF CONNECTIONS FOR CIRCUIT BREAKERS, FUSIBLE SWITCHES, AND FUSES.

3.5 INSTALLATION OF BOXES

INSTALL ELECTRICAL BOXES AS SHOWN ON DRAWINGS, AND AS REQUIRED FOR SPLICES, TAPS, WIRE PULLING, EQUIPMENT CONNECTIONS AND COMPLIANCE WITH REGULATORY REQUIREMENTS. INSTALL ELECTRICAL BOXES TO MAINTAIN HEADROOM AND TO PRESENT NEAT APPEARANCE. INSTALL PULL BOXES AND JUNCTION BOXES ABOVE ACCESSIBLE CEILING AND IN UNFINISHED AREAS ONLY. INACCESSIBLE CEILING AREAS - INSTALL OUTLET AND JUNCTION BOXES NO MORE THAN 6 INCHES (50 MM) FROM CEILING. ACCESS PANEL OR FROM REMOVABLE RECESSED LUMINAIRE. INSTALL BOXES TO PRESERVE FIRE RESISTANCE RATING OF PARTITIONS AND OTHER ELEMENTS, USING MATERIALS AND METHODS UNDER THE OTHER PROVISIONS OF THIS SPECIFICATION. ALLEN ADJACENT WALL. MOUNTED OUTLET BOXES FOR SWITCHES, THERMOSTATS, AND SIMILAR DEVICES WITH EACH OTHER. USE FLUSH MOUNTING OUTLET BOXES IN FINISHED AREAS. SECURE FLUSH MOUNTING BOX TO INTERIOR WALL AND PARTITION STUDS. ACCURATELY POSITION TO ALLOW FOR SURFACE FINISH THICKNESS. USE STAMPED STEEL BRACKETS FOR FASTEN FLUSH MOUNTING OUTLET BOX BETWEEN STUDS. INSTALL FLUSH MOUNTING BOX WITHOUT DAMAGING WALL INSULATION OR REDUCING ITS EFFECTIVENESS. USE ADJUSTABLE STEEL CHANNEL FASTENERS FOR HANG CEILING OUTLET BOX. DO NOT FASTEN OUTLET BOX TO STUDS OR WIRE. SUPPORT BOXES INDEPENDENTLY OF CONDUIT. WHERE DRAWINGS SHOW BACK-TO-BACK WIRING DEVICES, THE DEVICES ON OPPOSITE SIDE OF THE WALL SHALL BE OFFSET A MINIMUM OF 2" SO THAT EACH DEVICE WILL BE INSTALLED IN SEPARATE BOXES TO AVOID SOUND TRANSMISSION BETWEEN ADJACENT ROOMS. THROUGH-THE-WALL BOXES SHALL NOT BE USED.

COORDINATE MOUNTING HEIGHTS AND LOCATIONS OF OUTLETS MOUNTED ABOVE COUNTERS, REFRIGS, AND BACKSPLASHES AND FOR KITCHEN EQUIPMENT.

VERIFY LOCATIONS OF OUTLETS AND SWITCHES IN FINISHED ROOMS WITH DRAWINGS OF INTERIOR DETAILS AND FINISH AND EQUIPMENT CUT SHEET. IN CENTERING OUTLETS AND LOCATING BOXES, ALLOW FOR OVERHEAD PIPES, DUCTS AND MECHANICAL EQUIPMENT, VARIATIONS IN FIREPROOFING AND PLASTERING, WINDOW AND DOOR TRIM, PANELING, HUNG PANELS AND THE LIKE AND CORRECT ANY BACKLOGGAGE RESULTING FROM FAILURE TO DO SO WITHOUT EXPENSE TO OWNER.

3.6 INSTALLATION OF TRANSFORMERS

TRANSFORMERS SHALL BE FLOOR MOUNTED WITH CLEARANCES PER SECTION 450 OF NEC.

END OF SECTION

TO UTILITY CO. TRANSFORMER, PAY ALL FEES AND INSTALL PER VC REQUIREMENTS.

3-600MCM CU IN 4" C

NEW 400A CT AND METER PAY ALL FEES AND INSTALL PER VC REQUIREMENTS.

NEW 200A WP/DISC

CONNECT EXISTING FEEDERS TO NEW DISC AND 400A CT/METER

GROUND PER NEC

RISER SCHEMATIC

IF ACCEPTABLE TO ALL LOCAL JURISDICTIONAL AUTHORITIES THE EXISTING 2 SERVICE MAY STAY IN SPACE AS IS AND ANY REQUIRED LABELING MAY BE DONE BY THIS CONTRACTOR. BUT THIS SHALL BE AN ALTERNATE TO THE BASE BID TO BE REVIEWED BY OWNER/ENGINEER PRIOR TO INITIATING WORK

EXISTING 3-3/0 CU WITH #2 GND IN 2.5" C

EXISTING PANEL "B" 200A, 40 POLE, WITH 200A MAIN CIRCUIT BREAKER

EXISTING 3-3/0 CU WITH #2 GND IN 2.5" C

EXISTING PANEL "A" 200A, 40 POLE, IN OLD BARBER SHOP

GROCERY STORE RENNOVATION

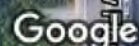
1763 N, NEW FLOIRISSANT ROAD ST LOUIS, MO, 63033

John C. Zekind, PE CONSULTING ENGINEERS 1276 WHITE ROAD CHESTERFIELD, MO, 63017 314-878-2290

Project Number: Issued For: ☐ Review ☐ Permit ☐ Bidding ☐ Construction 7-27-20

Sheet Number:

E-2



100 ft _____

CITY OF FLORISSANT



NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Florissant, MO, in the Council Chambers, 955 Rue St. Francois, on Monday, September 14, 2020 at 7:30 P.M. on the following proposition:

To amend the Zoning Code in order to allow state licensed Barber and Cosmetology Schools as "Permitted Uses" in 'B' Zoning Districts. Citizens and parties of interest will have the opportunity to be heard at said public hearing. 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, CMC, City Clerk.

FLORISSANT PLANNING & ZONING COMMISSION APPLICATION



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."

Application is hereby made to the Building Commissioner, Department of Public Works at the City of Florissant, Missouri, to appear before the Planning & Zoning Commission.

Please Print neatly or Type the Following Information:

Property Address: Properties in the 'B-1', 'B-2' and 'B-3' Zoning Districts

Property Owners Name: n/a Phone/email: n/a

Property Owners Address: _____

Business Owners Name: _____ Phone/email: _____

Business Owners Address: _____

DBA (Doing Business As) _____

Authorized Agents Name: Staff Co. Name: City of Florissant
(Authorized Agent to Appear Before The Commission)

Agents Address: 955 rue St Francois Phone/email: _____

Request recommended approval to Amend the Zoning Code to allow for
State Licensed Barber and Cosmetology Schools as permitted uses.

State complete request (print or type only).

IF A TRAFFIC STUDY IS REQUIRED FOR CERTAIN DEVELOPMENTS AND USES THE COST OF THE TRAFFIC STUDY SHALL BE PAID BY THE APPLICANT. PLEASE SUBMIT FOLDED PLANS

Philip E. L...
Applicant's Signature

8/17/20
Date

OFFICE USE ONLY

Received by: _____ Receipt # _____ Amount Paid: _____ Date: _____

STAFF REMARKS: see attached staff report

DATE APPLICATION REVIEWED: 8/14/20 COMMISSION ACTION TAKEN: _____

pel
SIGNATURE OF STAFF WHO REVIEWED APPLICATION
Planning & Zoning Application
Page 1 of 1 – Revised 7/15/15

RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

SIGN. [Signature] DATE: 8-24-2020

1
2
3
MEMORANDUM



4
5
6
7
8
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."

9 To: Planning and Zoning Commissioners Date: August 14, 2020
10
11 From: Philip E. Lum, AIA-Building Commissioner c: Todd Hughes, P.E.,
12 Director Public Works
13 Deputy City Clerk
14 Applicant
15 File

16
17 Subject: Request **Recommended Approval** to change the Zoning Code to allow
18 Barber, Beauty and Cosmetology Schools in 'B' Zoning Districts.
19

20
21
22
STAFF REPORT
CASE NUMBER PZ-081720-5

23 **I. PROJECT DESCRIPTION:**

24 This is a request for **recommended approval** to change the Zoning Code to allow Barber,
25 Beauty and Cosemetology Schools in 'B' Zoning Districts.
26

27 **II. EXISTING SITE CONDITIONS:**

28 The proposed Zoning Code change was requested by the Administration to add this Use
29 in the existing 'B' Commercial Districts.
30

31
32 **III. SURROUNDING PROPERTIES:**

33 n/a
34

35 **IV. STAFF ANALYSIS:**

36 The proposed Use and definition addition has historically been deemed to be an
37 Educational Development Center. The Zoning Code definition is as follows:

38 *"A facility who holds themselves out as providing educational services, pre- or after-*
39 *school programs, summer educational camps, and having obtained a written*
40 *determination from the State Division of Health and Senior Services that it is not a child*

41 *day care center, or having obtained partial funding from the State Department*
42 *of Education and Secondary Education to provide such services. But such facilities shall*
43 *not be allowed in a shopping center.*
44 *[Ord. No. 8264 §1, 10-10-2016]”*
45

46 Staff struggled to determine the difference in some cases between an Educational
47 Development Center and a School or a Child Day Care Center. To avoid confusion,
48 Ordinance 8264 was legislated.
49

50 Since recent ordinances which made Educational Development Centers, including a
51 Beauty College, implausible in a Shopping Center, specifically changes to the definition
52 by Ord. No. 8264 on 10/10/2016, staff has received numerous applicants for Educational
53 Development activities for shopping centers. Not surprisingly, staff has denied these
54 requests. In addition, Educational Development Centers include “Learning Centers”. All
55 such establishments, such as a learning center, located in a Shopping Center, became
56 legal non-conforming Uses, after the passage of Ord. No. 8264.
57

58 Staff supports the addition of the proposed Uses to be added as permitted uses in the
59 Zoning Code for the following reasons:
60

- 61 1. This is a request of the Administration.
- 62 2. Barber or Cosmetology Schools must be State Licensed by the Missouri Division
63 of Professional Registration, Board of Cosmetology and Barber Examiners. A
64 ‘crossover school’ is a school that trains workers for both licenses.
- 65 3. The proposed Uses are for Adults only and are low traffic.
- 66 4. The proposed Uses cannot be confused with an Adult Day Care, Child Day Care
67 or School.
68

69 **VI. STAFF RECOMMENDATIONS:**

71 **Suggested Motion:**

72 I move to Recommend Approval to add “Barber, Beauty and Cosmetology Schools” as
73 Permitted Uses in the ‘B-1’, ‘B-2’, ‘B-3’ Zoning Districts and to add the following
74 definition to the Zoning Code, Section 405.035:
75

76 “Barber, Beauty or Cosmetology School: A facility who holds themselves out as
77 providing educational services, duly licensed by the Missouri State Board of
78 Cosmetology and Barber Examiners for a Barber School, Cosmetology School or
79 Crossover School.”
80

81
82
83 (End of report and suggested motion)

CITY OF FLORISSANT

955 rue St. Francois
314-921-5700

APPLICATION FOR LIQUOR LICENSE

TYPE OF LICENSE REQUESTED:

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

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

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

TYPE OF LICENSE REQUESTED:

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

Name of Business A + C Happy Hour, LLC (314) 441-9088

Business Address 3425 N. Highway 67 Phone & Email AANDCHappyHour@gmail.com

Names of Applicant, Corporation, or LLC Chantelle Nickson-Clark / A + C Happy Hour

Address of Owner 4379 Richmond Forest Dr Florissant, MO 63031 Phone (314) 441-9088
Street City State Zip

Name of Managing Officer Chantelle Nickson-Clark

Home Address 4379 Richmond Forest Dr Florissant MO 63031 (314) 441-9088 2 yrs
Street City/State Zip Home Phone Years at address

Managing Officer Date & Place of Birth 6/13/77 St. Louis County Cell Phone (314) 441-9088

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? (X) Yes () No (Attach most recent copy)

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

Have you ever been arrested? NO What Charge? _____
Where? _____ Disposition? _____

Citizen of U.S.A.? (X) 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? YES BY THE DRINK
If so, when and where 2014 SWISH BAR & GRILL 8001 W. FLORISSANT

Have you ever had a liquor license suspended or revoked? NO

If so, give details

N/A

Have you ever been convicted of any violation of any federal or state law?

NO

If so, give details

Have you ever been convicted 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?

NO

If so, state name

Is the location within 200 feet of property used for church, school or public playground?

NO

If Individual Applicant, sign below:

If Partnership, corporation or LLC complete the following:

#

A & C HAPPY HOUR

Trade Name

Chantelle Wilson-Clare

Signature of Managing Officer

STATE OF MISSOURI) SS

COUNTY OF ST. LOUIS)

CHANTELLE WILSON-CLARE
(Individual or Managing Officer)

of lawful age, being first duly sworn upon

oath

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.

Chantelle Wilson-Clare
Signature of Individual or Managing Officer

Subscribed and sworn to before me this 26 day of August, 2020.

[Signature]

Notary Public

My Commission Expires: 09/12/2021

NOTE: APPLICATION MUST BE SWORN TO BEFORE A NOTARY PUBLIC



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 A+C Happy Hour

Location 3403 N. Highway 67 **Phone** (314) 441-9088

Exact Trade Name, LLC or Corporation A+C Happy Hour, 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 9/1/20 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 N/A 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, Chantelle Nickson-Clark 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.

Chantelle Nickson-Clark
Signature of Individual or Managing Officer

Subscribed and sworn to before me this 26 day of August, 2020.

My Commission Expires: 09/12/2021



[Signature]
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 _____
SOC. SEC. NO. _____ PLACE OF BIRTH _____
DATE OF BIRTH _____ SEX _____
PHONE NUMBER _____
ADDRESS _____
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 DEP Properties, LLC PHONE (314) 420-8696
ADDRESS 41 Rio Vista Dr CITY St. Louis STATE MO ZIP 63104
NAME OF BUSINESS A+C Happy Hour PHONE (314) 441-9088
ADDRESS 3403 N. Highway 67 CITY Gloressant STATE MO ZIP 63033
BUSINESS HOURS 10 AM - 10 PM
OWNER/MANAGER Chantelle Nickson-Clark PHONE (314) 441-9088
HOME ADDRESS 4579 Richmond Forest CITY Gloressant STATE MO ZIP 63034

**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 Chantelle Nickson-Clark ADDRESS 4579 Richmond Forest Dr
CITY & STATE Gloressant MO ZIP 63034 PHONE (314) 441-9088
HAS KEY: YES ☒ NO ()

CONTACT #2
NAME Antonio Jones ADDRESS 4579 Richmond Forest Dr
CITY & STATE Gloressant MO ZIP 63034 PHONE (314) 465-8989
HAS KEY: YES ☒ NO ()

Jayne Mann 2256 Atwood Dr
St. Louis MO 63136 (314) 281-0347
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



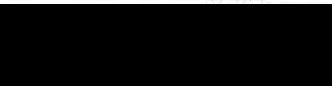

FLORISSANT, MISSOURI

WAIVER

Authorization to complete record check

I, Chantelle Nickson-Clare
RESIDING AT 4519 Richmond Forest Dr Florissant, MO 63034
IN THE CITY OF St. Louis
STATE MO

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.

_____	<u>Chantelle Nickson-Clare</u>
Witness	Signature
<u>8/57/20</u>	<u>6/13/77</u>
Date	Date of Birth
	
** Social Security Number	**Driver's License Number & State

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

ACCOUNT NUMBER	SCHOOL SUB	CITY CODE	SITE CODE	ST LOUIS COUNTY, MISSOURI				ORIGINAL	TAX YEAR
101396436	139Z	000	0095	PERSONAL PROPERTY TAX BILL				08/18/2020	2019
REG								PIN	
VALUATION	TYPE x	RATE PER \$100 =	CURRENT TAX +	INTEREST +	PENALTIES +	TOTAL FEES =			
4,830	PERSONAL	11.0179	532.16	85.15	12.35	0.00	PAY THIS AMOUNT		
							\$629.66		

PRINT
MAILING
ADDRESS
CHANGE

ST LOUIS COUNTY
101396436-0 - NICKSON CHANTELLE N
94036118-0030 Jalandra ... 08/18/2020 11

NICKSON CHANTELLE N
CLARK-NICKSON CHANTELLE N
1 KINGSTON DR
BELLEVILLE IL 62223

CASH*: \$
Payment Amount:

Make checks payable to: COLLECTOR OF REVENUE			
	DESCRIPTION OF PROPERTY	VEHICLE FEE	VALUATION
398540 A 18	CHEV MALIBU LS		4,830
VI N 1G1ZB5	ST1JF239781		
	NICKSON CHANTELLE N		
	... 08/18/2020 11		
629.66			

NICKSON CHANTELLE N
4579 RICHMOND FOREST DR

NY194000011 UA51901396436CCCC MD00000062966 YX1393940 5

TAX AMOUNTS		<p>MO law 139.100, 52.290 mandates the assessment of interest of 2% per month or any part thereof, plus a 2% penalty for all taxes unpaid by 12 midnight December 31 of tax year.</p> <p>In compliance with State statute 139.100 payments by mail require "postmark" by United States Postal Service on or before December 31.</p>
CURRENT TAX AMOUNT	\$532.16	
CURRENT INT/PEN AMOUNT	\$97.50	
TOTAL DUE	\$629.66	

IMPORTANT: Companies MUST SHOW PROOF of paid business personal property tax when applying for any County issued annual license or permit.

TEAR HERE. REMIT PAYMENT WITH LOWER PORTION OF THIS BILL

TRUDI MCCOLLUM FOUSHEE
Secretary

MATTHEW W. POTTER
Commissioner

ERIC FEY
Director of Elections

Saint Louis
COUNTY
ELECTION BOARD

SHARON BUCHANAN-MCCLURE
Chair

PEGGY BARNHART
Commissioner

RICK STREAM
Director of Elections

CERTIFICATE OF REGISTRATION

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)



This is to certify that CHANTELE N. NICKSON-CLARK is a resident and registered voter in
Precinct 11 of SPANISH LAKE Township of the County of St. Louis and the
State of Missouri having registered on 6/16/95.

I do hereby certify the following to be true and correct information obtained from the voter registration
file and verified by the applicant.

Current Address: 4579 RICHMOND FOREST DR.

City/State/Zip: FLORISSANT, MO 63034

Date of Birth: 6/13/77

U. S. Citizen: YES

IN WITNESS WHEREOF, I hereunto set my hand and the seal of said Board of Election
Commissioners located in St. Louis County, Missouri, this 18 day of August,
2020.

A large, stylized handwritten signature in black ink, likely belonging to Sharon Buchanan-McClure, is written over a horizontal line.
Signature of Election Board Official

(Seal)

**No Match Notification**

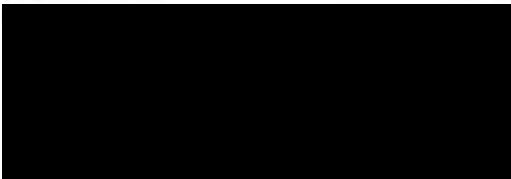
A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 08/04/2020

Name (1): CHANTELE NICKSON CLARK

Name (2): CHANTELE FOWLER

Name (3):



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

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



State of Missouri

John R. Ashcroft Secretary of State

Corporations Division
PO Box 778 / 600 W.Main St., Rm. 322
Jefferson City, MO 65102

Articles of Organization

Reference Number SR60989

Receipt Number TR173960

1. The name of the limited liability company is: A&C Happy Hour, LLC

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

Retail packaged Wine and Spirits

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

Name Chantelle Nickson-Clark

Address 4579 Richmond Forest Dr, Florissant, Missouri, 63034, United States

4. The address of its principal place of business is:

3425 North Highway 67, Florissant, Missouri, 63033, United States

5. The management of the limited liability company is vested in:

Manager

6. 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:

7/15/2020

7. 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

8. The name(s) and street address(es) of each organizer:

Name Chantelle Nickson-Clark

Address 4579 Richmond Forest Dr, Florissant, Missouri, 63034, United States

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

The undersigned believes the statements presented in this filing are true and correct to the best of their knowledge and belief, they are subject to the penalties provided under section 575.040 RSMo. for making a false declaration under Section 575.060 RSMo

The undersigned agrees and represents that he/she is authorized to execute this document

Name Chantelle Nickson-Clark

Title Organizer

Date 07/15/2020

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,


A&C Happy Hour, LLC
LC1717294

filed its Articles of Organization with this office on the 15th day of July, 2020, 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 15th day of July, 2020, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

Effective Date: July 15, 2020

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, the 15th day of July, 2020.


Secretary of State



STATE OF MISSOURI



John R. Ashcroft
Secretary of State

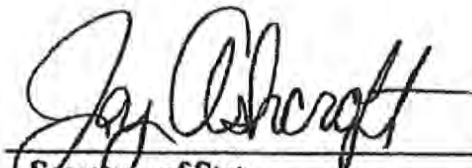
CERTIFICATE OF GOOD STANDING

I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

A&C Happy Hour, LLC
LC1717294

A Missouri entity was created under the laws of this State on 7/15/2020, and is Active, having fully complied with all the requirements of this office.

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, the 13th day of August, 2020.


Secretary of State

Certification Number: CERT-IN16084



LEASE

BY AND BETWEEN

DEP Properties LLC

("Landlord")

AND

Mrs. Chantelle Nickson – Clark

&

Mr. Antonio Jones

DBA

A&C Happy Hour LLC

("Tenant")

T CNC /
L _____

LEASE AGREEMENT

**NOTE: THIS LEASE IS NOT IN EFFECT UNTIL DULY SIGNED BY
BOTH LANDLORD AND TENANT**

Data Sheet

ARTICLE I	Grant of Premises
ARTICLE II	Term
ARTICLE III	Rent and Other Tenant Contributions
ARTICLE IV	Books and Records/ Audit
ARTICLE V	Use and Operation of Premises
ARTICLE VI	Construction, Maintenance, Alteration, Surrender
ARTICLE VII	Insurance
ARTICLE VIII	Fire or Other Casualty
ARTICLE IX	Assignment and Subletting
ARTICLE X	Default and Re-Entry
ARTICLE XI	Common Areas
ARTICLE XII	Eminent Domain
ARTICLE XIII	General Provisions
SIGNATURE PAGE	
EXHIBIT A	Description of Shopping Center
EXHIBIT B	Site Plan
EXHIBIT C	Sign Criteria
EXHIBIT D	Description of Landlord and Tenant's Work
EXHIBIT E	Lease Guaranty

T Cuc
L _____

United States registered or certified mail, postage prepaid, addressed to the parties at their respective addresses below:

LANDLORD

DEP Properties
41 Rio Vista Drive
St. Louis, Missouri 63124
Attn: Director of Property Management

GUARANTOR

Mrs. Chantelle Nickson – Clark & Mr. Antonio
Jones
3425 North Highway 67 Florissant MO 63031

Either Landlord or Guarantor may designate a different address by giving notice to the other party of same at the address set forth above.

7. Landlord's waiver of the performance of any obligation of Tenant under said Lease, or any other forbearance on the part of Landlord, or any failure by Landlord to enforce any of its rights under said Lease, or any modification of any lease term by Landlord and Tenant, shall in no way release Guarantor from liability hereunder or terminate or diminish the validity of this Guaranty; and all notices to Guarantor of any such modification, waiver, or forbearance or failure by Landlord under the terms of said Lease are hereby waived.

8. Guarantor shall look solely to Tenant for any recoupment of any losses or damages suffered by Guarantor as a result of Landlord enforcing this Guaranty.

9. This Guaranty shall extend to and be binding upon the parties' respective heirs, representatives, administrators, successors and assigns.

[SIGNATURE PAGE FOLLOWS]

T. Cud
L. _____

This Guaranty, consisting of 3 pages including the page on which these signatures appear, and the notarial acknowledgement(s) thereof, is entered into by the undersigned Guarantor(s), acting jointly and severally, as of the ___ day of July, 2020.

GUARANTOR:

GUARANTOR:

By: Chantelle Nickson - Clark (sign) By: _____ (sign)

Mrs. Chantelle Nickson - Clark

Mr. Antonio Jones

STATE OF MISSOURI)

) SS

COUNTY OF ST. LOUIS

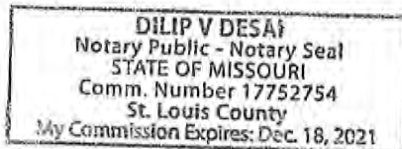
On this 18th day of April, 2020, before me personally appeared Maher Taha, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they have executed the same as their free act and deed.

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

(SEAL)

Notary Public

Print Name: DILIP V DESAI
My Commission Expires: 12/18/2021



TRANSFER OF SPECIAL PERMIT

AUTHORIZED BY ORDINANCE NUMBER (S) 8607

FROM HERTZ CORPORATION
TO TRAVERS AUTO PLAZA
FOR AUTO SALES
ADDRESS 1285 N HWY 67
Ward 1 Zoning _____ Date Filed 9/8/20 Accepted By [Signature]

TRANSFER OF SPECIAL USE PERMIT PETITION

TO THE CITY COUNCIL OF THE CITY OF FLORISSANT:

1. Comes now **GLENN TRAVERS** and states to the City Council that he (she) (they) has (have) the following legal interest in the property located at 1285 N HWY 67 in the City of Florissant, Missouri. Legal interest: ☐ 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

[Signature]
Individual's Name

FOR:

TRAVERS AUTO PLAZA INC
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

1285 N HWY 67

Telephone No.

314-960-4175

Email address

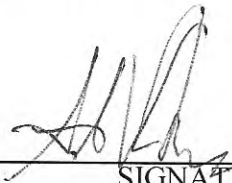
TRACY.KEHOE@TRAVERSAG.COM

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

PETITIONER SIGNATURE

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

5. Acknowledgement and consent of (**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 GLENN TRAVERS

785 ST PAUL RD WILDWOOD MO 63021

Telephone numbers & email addresses 314-960-4175 GMTAUTO@YAHOO.COM

Business name/address/phone TRAVERS AUTO PLAZA INC 1285 N HWY 67 314-737-5617

Photocopy of Corporation/LLC Articles and Certificate _____

Date of incorporation/LLC AUGUST 25, 2020

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 8607 which previously authorized a Special Use Permit:

TO: TRAVERS AUTO PLAZA INC

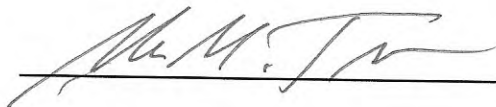
FOR: AUTO SALES

Located at: 1285 N HWY 67

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

GLENN TRAVERS

PRINT - NAME OF APPLICANT



SIGNATURE OF APPLICANT

1 INTRODUCED BY COUNCILMAN HENKE
2 MARCH 9, 2020

3
4 BILL NO. 9591

ORDINANCE NO. **8607**

5
6 **ORDINANCE AUTHORIZING A TRANSFER SPECIAL USE PERMIT**
7 **NO. 8463 AS AMENDED FROM TOP GEAR AUTO LLC TO THE**
8 **HERTZ CORPORATION TO ALLOW FOR AN AUTO RENTAL**
9 **BUSINESS LOCATED AT 1285 N. HWY 67.**
10

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

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

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

19 WHEREAS in August of 1992 Enterprise leasing was granted Special Use Permit no.
20 5383 for the installation and maintenance of a pole sign; and

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

23 WHEREAS in January of 2000, Ordinance no. 6365 was passed to transfer ordinances
24 5291, 5358, 5383 and 5476 From Enterprise Leasing to Elite Car Sales Inc.; and

25 WHEREAS In July of 2013, ordinance no. 7978 was passed to transfer ordinance no
26 5291 as amended and transferred to Hertz Car Sales LLC; and

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

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

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

34 WHEREAS, The Hertz Corporation has accepted the terms and conditions set out in
35 Ordinance No. 8463.
36

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

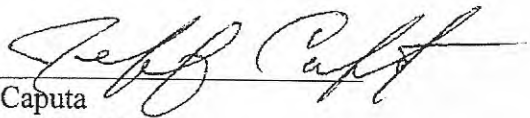
Section 1: The Special Use Permit authorized by Ordinance No. 8463 is hereby
transferred from Top Gear Auto LLC to The Hertz Corporation to allow for an auto rental
business located at 1285 N. Hwy 67.

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

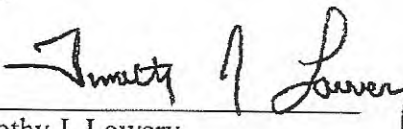
Section 3: The Special Use Permit herein authorized shall terminate if the said business
ceases operation for a period of more than ninety (90) days.

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

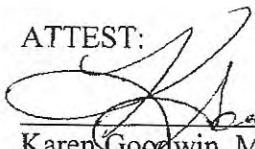
Adopted this 19 day of March, 2020.


Jeff Caputa
Council President

Approved this 20 day of March, 2020.


Timothy J. Lowery
Mayor, City of Florissant

ATTEST:


Karen Goodwin, MPPA/MMC/MRCC
City Clerk

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF INCORPORATION

WHEREAS, Articles of Incorporation of

Travers Auto Plaza, Inc.


001379927

have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of General and Business Corporation Law

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 hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the General and Business Corporation Law.

Effective Date: August 25, 2020

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, the 25th day of August, 2020.


Secretary of State





State of Missouri

John R. Ashcroft Secretary of State

Corporations Division
PO Box 778 / 600 W.Main St., Rm. 322
Jefferson City, MO 65102

001379927
Date Filed: 08/25/2020
John R. Ashcroft
Missouri Secretary of State

Articles of Incorporation for a General Business For Profit Corporation

Reference Number SR104444

Receipt Number TR294562

Article One

The name of the corporation is: Travers Auto Plaza, Inc.

Article Two

The registered agent's name is: Glenn M Travers

The address, including street and number for the registered agent's office in the state of Missouri is:
225 N. Hwy 67, Florissant, Missouri, 63031, United States

Article Three

The Capital of shares owned by the Organization:

\$30,000

Classes and values of shares as listed in form

Share Class: Common

Number of Authorized Shares: 30,000

Share par Value:

\$1

State the preferences, qualifications, limitations, restrictions and the special or relative rights including convertible right, if any, in respect of the share of each class:

Article Four

The name and physical business or residence address of each incorporator:

Name	Address	City/State/Zip
Glenn M Travers	225 N. Hwy 67	Florissant, Missouri, 63031

Article Five

The number of years the corporation is to continue or perpetual:

Perpetual

Article Six

The corporation is formed for the following lawful purpose(s):

The purpose for which the corporation is organized is to engage or transact any lawful business for which a corporation may be organized under Chapter 351 of the Revised Statutes of Missouri, General and Business Corporation Law of Missouri, including but not limited to the sale of used motor vehicles, of all kinds, descriptions, makes and models, at retail and/or at wholesale, as a duly licensed dealer.

Article Seven

The number of directors to constitute the board of directors:

1

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:

8/25/2020

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

The undersigned believes the statements presented in this filing are true and correct to the best of their knowledge and belief, they are subject to the penalties provided under section 575.040 RSMo. for making a false declaration under Section 575.060 RSMo

The undersigned agrees and represents that he/she is authorized to execute this document

Name Glenn M Travers

Title Incorporator

Date 08/25/2020

If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgement of all parties.

Approved by Counsel for St. Louis REALTORS
and by the Bar Association of Metropolitan St. Louis.
To be used exclusively by REALTORS
and members of the Bar Association of Metropolitan St. Louis.

Form # 2043

01/20

and members of the Bar Association of Metropolitan St. Louis.

SPECIAL SALE CONTRACT

DATE: August 20, 2020

Note: This contract does not have many clauses protecting Buyers included in the Residential Sale Contract, Form #2090. It should normally be used only for the sale of property without provision for building, termite, environmental, gas, municipal, insurability, and other inspections. Regardless of whether Seller's Disclosure Form is to be provided, Seller is still obligated to comply with Federal and State laws which require disclosure of certain defects, hazardous conditions and adverse material facts.

1. PARTIES AND PROPERTY.

MISSION HILLS DEVELOPMENT COMPANY, INC., Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated), Florissant, County of St. Louis, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: 1285 N. HWY 67 (#08J531066) containing 1,020+/- SF building on approx. .73 acres.

2. INCLUSIONS AND EXCLUSIONS.

The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Note: To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

In addition, the following items are included:

The following items are excluded:

3. PURCHASE PRICE.

\$303,700.00 is the total purchase price to be paid as follows:

\$5,000.00 earnest money (\$0 if none stated) (check one) ☐ received for delivery to OR ☒ to be delivered to St. Louis Title, LLC 7701 Forsyth, Ste 200, Clayton MO 63105 escrow agent within days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be escrow agent if none specified above.

\$ additional earnest money (\$0 if none stated) to be delivered to escrow agent within days after the "Acceptance Deadline" date (15 days if none stated) or

The balance, including any adjustments set forth in this contract, less, any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing, by cashier's check, wire transfer or any form acceptable to Closing agent.

4. METHOD OF FINANCING.

Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be necessary for the Buyer to request Seller to agree to an extension of the Closing Date.

☒ Not Contingent Upon Financing. This contract is not contingent upon financing; however, Buyer reserves the right to finance any portion of the purchase price.

☐ Contingent Upon Financing. Buyer agrees to do all things necessary, including, but not limited to the execution of a loan application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided by Buyer's lender, to Seller or listing broker, of Buyer's inability to obtain a loan approval on the terms described below on or before (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan

DS
Initials BUYER and SELLER acknowledge they have read this page
BUYER BUYER

SELLER SELLER

Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller or listing broker of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12.

Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should complete and attach to this contract an appropriate appraisal rider.

Loan amount: _____ % of the purchase price OR \$ _____
Initial interest rate not to exceed: _____ %. Amortization term: _____ years.

Other terms (none if blank): _____

LOAN TYPE: (Check applicable) ☐ Conventional ☐ FHA ☐ VA ☐ Other: _____

RATE TYPE: (Check applicable) ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: _____

- ☐ Seller agrees to pay, at Closing, a cost not to exceed _____ % of purchase price OR \$ _____ (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.

5. CLOSING AND POSSESSION.

The "Closing" is the exchange of the Seller's deed for the total purchase price. The Closing of this sale shall take place on September 25, 2020 or any other date that both parties agree in writing. Buyer will close at St. Louis Title LLC, the title company which provides title insurance. Regardless of who closes for Buyer, Seller may close at the title company of Seller's choice. **Note: If the Seller does not close at the same title company as the Buyer, or the Seller's choice of title company does not have a common underwriter with the Buyer's title company, then the Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are not protected by the title insurance underwriter. Title will pass when the sale is closed. Seller to deliver possession of the property and keys to Buyer no later than (check one only): ☒ Closing OR ☐ _____ m (time) of _____ (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete the appropriate rider. Deed as directed by Buyer. Except for tenants lawfully in possession, Seller warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks and codes following possession. Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements. **Note: Parties are cautioned to always call to confirm instructions before sending any Funds via wire transfer.****

6. TITLE AND SURVEY.

Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following: a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists for residential purposes at the time of the contract.

Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and Purchase Title").

- ☐ **Seller to Order, Provide and Purchase Title.** Note: Any Seller paid title costs set forth below are in addition to any Seller paid costs in Paragraph 4.
Not later than _____ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a lender's policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed \$ _____. Buyer to pay title cost exceeding this amount.

- ☒ **Buyer to Order, Provide and Purchase Title.**

Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an Owner's and/or lender's policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review documents, and, if necessary, object to defects that may be discovered.

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Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other matters that would be disclosed on a survey.

Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance. A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or acreage discrepancies.

If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on this contingency, Buyer shall within 25 days (25 days if none stated) after the "Acceptance Deadline" date, furnish a copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing to correct the defects prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance and Closing.

Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property. Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys, indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.

7. FRANCHISE DISCLOSURE.

Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

8. ADJUSTMENTS AND CLOSING COSTS.

Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135fha or #2135fa and current FHA and VA regulations) as follows:

Buyer shall pay for (where applicable):

- hazard insurance premium(s) and flood insurance premium, if required by lender;
- survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by Buyer, subject to paragraph 8;
- any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees, funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- building, termite, and environmental inspections;
- the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- real estate compensation to broker per separate written agreement;
- municipal occupancy permit; and
- agreed upon repairs.

Seller shall pay for (where applicable):

- existing loans on property (if not assumed by Buyer);
- any expenses of Buyer's loan agreed to in paragraph 4;
- title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by Seller, subject to paragraph 8;
- municipal, Conservation District and fire district inspection fees;
- special taxes and special assessments levied before Closing; and
- real estate compensation to broker per separate written agreement; Seller authorizes selling portion of commission to be paid directly to selling broker; and
- agreed upon repairs.

Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date of Closing (Seller to pay for last day):

- current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;
- general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- district improvement assessments for current year; Buyer to pay thereafter;
- subdivision upkeep assessments and monthly condominium fee;
- interest (when Buyer assumes existing loan); and
- flat rate utility charges (including water, sewer, and trash).

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9. LOSS.

Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing, to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract, thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or listing broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such information; and if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's option and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days during which time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

10. ASSIGNABILITY OF CONTRACT.

This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this contract.

11. MISCELLANEOUS PROVISIONS.

Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

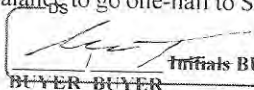
12. EARNEST MONEY.

Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute, Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected Closing date.

Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in writing to be bound by the provisions of this contract before being named as the escrow agent.

13. REMEDIES.

If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working


Initials BUYER and SELLER acknowledge they have read this page
BUYER BUYER

SELLER SELLER

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as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement of sale. Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's deed to Buyer.

14. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).

Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C. §1445] and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

15. CONSTRUCTION.

Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according to the context. When the term "listing broker" is used, it refers to one of the following: a) a broker working for the Seller under an agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term "selling broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's agency agreement; b) a broker assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is appropriate. The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). With the exception of the term "banking days" as used in paragraph 12, a day is defined as a 24-hour calendar day, seven (7) days per week.

16. FLOOD PLAIN.

Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a waiver by Buyer of this contingency.

17. ACCESS, FINAL WALK-THROUGH AND UTILITIES.

Upon reasonable advance notice to Seller or listing broker, Seller agrees to provide access for appraiser(s) and other professionals as may be provided for in the contract or required by Buyer's lender or insurer. Buyer and selling broker may be present. Seller grants Buyer and selling broker the right to enter and walk-through the property and the right to have utilities turned on or transferred, at Buyer's expense, within four (4) days prior to Closing. This right is for the Buyer to see that the property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract. The Closing does not relieve Seller of his obligation to complete improvements and repairs required by this contract.

18. SPECIAL AGREEMENTS.

Special agreements and Riders between Buyer and Seller forming a part of this contract:
As a condition of Buyer purchasing the Property, the Seller agrees to cooperate with the Buyer and transfer the Special Use Permit to the Buyer on or before Closing.
Within 2 days from the Acceptance Deadline, Seller will provide a copy of the most recent survey and appraisal.

Seller to pay a commission at Closing of 6% of the purchase price splitting equally between the Brokers.

☐ Special Sale Inspection Rider (Form #2184)

☐ Short Sale Rider to the Sale Contract (Form #2176)

☐ Other # _____

☐ Other # _____

19. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.

Broker is not an expert in measuring and does not measure the total square footage or lot size of the property. To the extent that Broker provides or shares information about the property, the information comes from one or more other sources, is only an approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage of property, and the available information about total square footage can vary depending upon the source, the measurement standard that was used and the date of measurement. One source for total square footage is public information from the county assessor's office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you wish to have verifiable and accurate information about the total square footage of the property, you should retain a qualified professional appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish to have verifiable and accurate information on lot size you should retain a licensed surveyor.

20. SELLER'S DISCLOSURE STATEMENT. (Check one)

- ☐ Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- ☐ Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date. Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency shall be deemed as waived by Buyer.
- ☒ No Seller's Disclosure Statement will be provided by Seller.

By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a written explanation.

Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.

21. RELATIONSHIPS AND COMMUNICATION DISCLOSURES.

Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property, upon first contact, or immediately upon the occurrence of a change to the relationship.

Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling Licensee.

Licensee assisting Seller is a: (Check appropriate box)

- ☒ Seller's Agent: Licensee is acting on behalf of the Seller.
- ☐ Buyer's Agent: Licensee is acting on behalf of the Buyer.
- ☐ Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- ☐ Designated Agent: Licensee has been designated to act on behalf of the Seller.
- ☐ Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

Licensee Personal Interest Disclosure: (Complete only if applicable)

_____(insert name of licensee) is a real estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

☐ a party to this transaction; ☐ a principal of and/or has a direct or indirect ownership interest with ☐ Seller ☐ Buyer; and/or

☐ an immediate family member of ☐ Seller ☐ Buyer ☐ Other Specify: _____

Licensee assisting Buyer is a: (Check appropriate box)

- ☒ Buyer's Agent: Licensee is acting on behalf of the Buyer.
- ☐ Seller's Agent: Licensee is acting on behalf of the Seller.
- ☐ Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- ☐ Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- ☐ Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- ☐ Subagent of Seller: Licensee is acting on behalf of the Seller.

Licensee Personal Interest Disclosure: (Complete only if applicable)

_____(insert name of licensee) is a real estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

☐ a party to this transaction; ☐ a principal of and/or has a direct or indirect ownership interest with ☐ Seller ☐ Buyer; and/or

☐ an immediate family member of ☐ Seller ☐ Buyer ☐ Other Specify: _____

Sources of compensation to Broker(s), including commissions and/or other fees: ☒ Seller ☐ Buyer

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311 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

312 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.

313 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic

314 Transaction Act as adopted by the state Missouri.

315	Cornerstone Commercial Realty, Inc.	NAI Desco
316	Brokerage Firm Name Assisting Buyer	Brokerage Firm Name Assisting Seller
317	Broker's Firm State License ID#: _____	Broker's Firm State License ID#: _____
318	By (Signature): <u>Jason Morgan</u> <small>DocuSigned by: 5AFB31C8D1A7421...</small>	By (Signature): _____
319	Printed Name: _____	Printed Name: _____
320	Licensee State License ID#: _____	Licensee State License ID#: _____
321	Date: _____ MLS ID: _____	Date: _____ MLS ID: _____
322	OFFER to be accepted by Seller by: 5:00 p.m. of August 21, 2020	
323	<small>DocuSigned by:</small> <u>[Signature]</u> 8/20/2020	
324	BUYER SIGNATURE _____ DATE _____	BUYER SIGNATURE _____ DATE _____
325		
326	Buyer Printed Name _____	Buyer Printed Name _____
327	SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.	
328		
329	SELLER SIGNATURE _____ TIME and DATE _____	SELLER SIGNATURE _____ TIME and DATE _____
330		
331	Seller Printed Name _____	Seller Printed Name _____

332 OR _____ (initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.

333 (use Form #2164 Sale Contract Counteroffer Form).

334 OR _____ (initials) WE REJECT THIS OFFER.

335 Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to

336 the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).

1 INTRODUCED BY COUNCILMAN HENKE
2 MARCH 9, 2020

3
4 BILL NO. 9591

ORDINANCE NO. 8607

5
6 **ORDINANCE AUTHORIZING A TRANSFER SPECIAL USE PERMIT**
7 **NO. 8463 AS AMENDED FROM TOP GEAR AUTO LLC TO THE**
8 **HERTZ CORPORATION TO ALLOW FOR AN AUTO RENTAL**
9 **BUSINESS LOCATED AT 1285 N. HWY 67.**
10

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

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

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

19 WHEREAS in August of 1992 Enterprise leasing was granted Special Use Permit no.
20 5383 for the installation and maintenance of a pole sign; and

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

23 WHEREAS in January of 2000, Ordinance no. 6365 was passed to transfer ordinances
24 5291, 5358, 5383 and 5476 From Enterprise Leasing to Elite Car Sales Inc.; and

25 WHEREAS In July of 2013, ordinance no. 7978 was passed to transfer ordinance no
26 5291 as amended and transferred to Hertz Car Sales LLC; and

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

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

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

34 WHEREAS, The Hertz Corporation has accepted the terms and conditions set out in
35 Ordinance No. 8463.
36

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

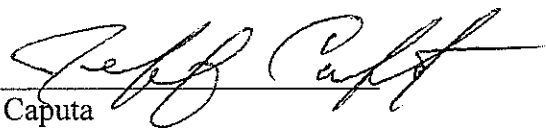
Section 1: The Special Use Permit authorized by Ordinance No. 8463 is hereby transferred from Top Gear Auto LLC to The Hertz Corporation to allow for an auto rental business located at 1285 N. Hwy 67.

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

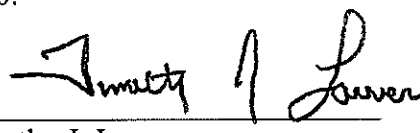
Section 3: The Special Use Permit herein authorized shall terminate if the said business ceases operation for a period of more than ninety (90) days.

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

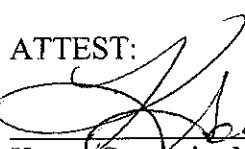
Adopted this 19 day of March, 2020.


Jeff Caputa
Council President

Approved this 20 day of March, 2020.


Timothy J. Lowery
Mayor, City of Florissant

ATTEST:


Karen Goodwin, MPPA/MMC/MRCC
City Clerk



City of Florissant

Honorable Timothy J. Lowery, Mayor

TRANSFER OF SPECIAL USE PERMIT PROCEDURE

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

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

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

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

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

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

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

TRANSFER OF SPECIAL PERMIT

AUTHORIZED BY ORDINANCE NUMBER (S) 6231

FROM Maureen Setzler
TO Rodrick Wanjala
FOR Firehouse Subs Restaurant
ADDRESS 2312 N Hwy 67, Florissant MO 63033
Ward _____ Zoning _____ Date Filed 08/08/20 Accepted By _____

TRANSFER OF SPECIAL USE PERMIT PETITION

TO THE CITY COUNCIL OF THE CITY OF FLORISSANT:

1. Comes now Rodrick Wanjala and states to the City Council that he (she) (they) has (have) the following legal interest in the property located at 2312 N Hwy 67, Florissant MO 63033 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:

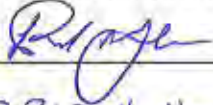
Wanjala Capital II, LLC

Company, Corporation, Partnership

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

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

SIGNATURE



ADDRESS

2312 N Hwy 67, Florissant MO 63033

Telephone No.

704-450-8662

Email address

RWWANJALA@GMAIL.COM

I (we) the petitioner(s) do hereby appoint Rodrick Wanjala 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.

DocuSigned by:

Maureen Selzer

7EF67D8E8614493

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 Rodrick Wanjala, 1421 Centerpoint Circle, Apt 104, Shiloh IL 62269Telephone number & email address 704-450-8662, RWWANJALA@GMAIL.COMBusiness name/address/phone Firehouse Subs Jeffery Plaza, 2312 N Hwy 67, Florissant MO 63033

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 Rodrick Wanjala704-450-8662 RWWANJALA@GMAIL.COM

Telephone numbers & email addresses _____

Business name/address/phone WANJALA CAPITAL II, LLCPhotocopy of Corporation/LLC Articles and Certificate AttachedDate of incorporation/LLC 07/31/20

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 6231 which previously authorized a Special Use Permit:

TO: Maureen Selzler

FOR: Firehouse Subs at Jeffray Plaza

Located at: 2312 N Hwy 67, Florissant MO 63033

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.

RODRICK WANJALA

PRINT - NAME OF APPLICANT



SIGNATURE OF APPLICANT



State of Missouri

John R. Ashcroft Secretary of State

Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

Articles of Organization

Reference Number SR76723

Receipt Number TR219944

1. The name of the limited liability company is: Wanjala Capital 2 LLC

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

fast food restaurant

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

Name Jane Hoff

Address 1155 Wentzville Pkwy, Ste 133, Wentzville, Missouri, 63385, United States

4. The address of its principal place of business is:

1421 Centerpoint Cir Apt 104, Shiloh, Illinois, 62269, United States

5. The management of the limited liability company is vested in:

Member

6. 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:

7/31/2020

7. 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

8. The name(s) and street address(es) of each organizer:

Name Rodrick Wanjala

Address 1421 Centerpoint Cir Apt 104, Shiloh, Illinois, 62269, United States

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

The undersigned believes the statements presented in this filing are true and correct to the best of their knowledge and belief, they are subject to the penalties provided under section 575.040 RSMo. for making a false declaration under Section 575.060 RSMo

The undersigned agrees and represents that he/she is authorized to execute this document

Name Rodrick Wanjala

Title Organizer

Date 07/31/2020



Murphy Business & Financial Services LLC

Standard Asset Purchase Agreement

Date: July 9, 2020

Rodrick Wanjala (herein referred to as "Buyer") and CNMS, LLC (herein referred to as "Seller") hereby agree that, upon acceptance of this contract, Seller shall sell and Buyer shall purchase, the business known as: Firehouse Subs located at 2317 North Highway 67, Florissant, in St. Louis County, MO including certain assets, including all furniture, fixtures, equipment, inventory, accounts receivable (where applicable), goodwill, and general intangibles, (the tangible assets are set forth in Schedule "A") pursuant to the terms and conditions of this Standard Asset Purchase Contract and Receipt and any addendums or amendments ("Contract").

<u>\$404,000</u>	A. Purchase Price.
<u>\$</u>	B. Earnest Money Deposit received. All Deposits to be held by _____ (hereinafter referred to as "Broker/Escrow Agent"). All parties acknowledge that all funds are subject to collection and that funds will not be disbursed until they are collected. All funds will be held in a non-interest bearing account.
<u>\$5,000</u>	C. As deposit upon acceptance of this offer by Seller, to be received in the form of a check. Deposits to be held by <u>MURPHY BUSINESS & FINANCIAL, LLC</u> (hereinafter referred to as "Broker/Escrow Agent") Seller and Buyer acknowledge that checks accepted by Broker and/or Escrow Agent are subject to collection. Escrow funds will not be disbursed until they have been cleared by said bank. Escrow accounts will not bear interest.
<u>\$338,400</u>	D. <u>Cashier's Check</u> payable to Closing Agent at or before Closing.
<u>\$40,400</u>	E. Promissory Note, as set out in Paragraph 4, made in favor of and to be delivered to Seller at Closing payable in 60 equal consecutive monthly payments of <u>\$690</u> which includes interest at the rate of <u>6%</u> per annum. The first payment shall be due <u>30</u> days after Closing.
<u>\$20,200</u>	F. Promissory Note shall be at full stand-by for the term of the SBA Loan, and may accrue interest consistent with the SBA Loan. In the event the Loan is re-financed the note shall become due.
<u>\$446,000</u>	PURCHASE PRICE TOTAL

The unpaid balance of any promissory note or other deferred indebtedness to be assumed by Buyer and mentioned above is approximate. Any adjustments therein shall be made to the cash portion provided at Closing.

SELLER'S INITIALS MS

BUYER'S INITIALS RW

IT IS HEREBY AGREED THAT:

1. **ACCEPTANCE OF OFFER AND COUNTEROFFER:** Buyer's offer shall remain open for Seller's written acceptance on or before: 5:00 o'clock PM on July 17, 2020 Seller shall accept this offer by executing this Standard Asset Purchase Contract and Receipt and deliver to Broker. If Seller fails to accept Buyer's Offer, at Buyer's option, the earnest money deposit shall be returned to Buyer and this offer withdrawn. Unless otherwise stated, the time for acceptance of any counteroffer shall be two (2) business days excluding any holidays.
2. **CLOSING DATE:** The undersigned hereby agree to execute any and all documents necessary to close this transaction. The Closing Date for this sale shall be on or before September 11, 2020. Any extension of this Closing Date must be in writing and signed by Buyer and Seller.
3. **CLOSING AGENT, COSTS AND PRORATIONS:** The parties hereby appoint Daniel E. Herren, Esq., 439 South Kirwood Road, Suite 204, St. Louis, MO 63122 as Closing Agent to receive, deposit and distribute funds for the parties as set forth in this Contract. The parties agree that the Closing Agent shall prepare and obtain escrow instructions, closing documents and instruments evidencing the terms and conditions of this transaction as are required for the closing and conduct the closing and provide for recording of the documents. Buyer and Seller agree to execute said documents as are reasonably requested by the Closing Agent and each is to pay one-half (1/2) of Closing Agent's fees and Closing Agent's expenses. In the absence of any agreement, between the parties, closing expenses such as judgment and lien searches, documentary stamp taxes and the recording of UCC-1 financing statements in County and State records will be allocated according to local custom. Documentary stamps, intangible tax, recording of the UCC-1's and any other fees related to Buyers financing of the transaction shall be paid by the Buyer. Such expenses shall include a judgment and lien search, documentary stamp taxes and the recording of UCC-1 financing statements in County and State records. Such closing documents shall include Seller(s) and Buyer(s) Affidavits, Closing Agreement, Bill of Sale, Promissory Notes, Security Agreement, Closing Statements, and other documents as may be necessary, in the opinion of the Closing Agent, to effectuate the transaction. The parties agree that the Closing Agent shall not be representing either Seller or Buyer. All transferable taxes, insurance, licenses, rents, utilities and any other customarily prorated items shall be prorated as of the date of Closing.
4. **PROMISSORY NOTE AND SECURITY AGREEMENT:** At the time of Closing, Buyer shall execute in favor of the Seller a Promissory Note as set forth in paragraph E above, personally guaranteed by the Buyer(s) or the shareholders of the Buyer, if a corporation. Buyer shall execute a Security Agreement giving Seller a lien against all assets purchased hereunder until the indebtedness is paid in full. Payment in full shall be due if any of the secured assets are sold to a third party other than in the ordinary course of business. The Security Agreement shall be subordinate to any existing liens described herein and shall contain the right of the Seller to obtain, if the Note is in default, a court-appointed receiver to preserve the business assets. Further, Buyer shall execute UCC-1 forms which shall be recorded in the State of Missouri public records, as per the Uniform Commercial Code. The collateral for the Security Agreement and Note shall be the following:
 - a) All furniture, fixtures and equipment listed in Schedule "A", together with all substitutions and replacements, as well as the product inventory of the Business, Accounts Receivable and all records as a going concern.
 - b) A collateral assignment of the Lease Agreement as consented to by the Landlord, if required, indicating that a default in either the Note or the Lease Agreement by Buyer shall constitute a default in both, giving the Seller, at Seller's option, the right to assume the Lease Agreement, re-enter the premises and take control of the Business.
5. **BILL OF SALE:** Seller shall deliver to Buyer at the Closing an Absolute Bill of Sale for all of the assets to be purchased pursuant to this Contract to include but not limited to all furniture, fixtures and equipment, and other personal property included in this sale, as per the Schedule "A" list attached hereto. Seller warrants that it has good and marketable title to the assets transferred by the Bill of Sale, free and clear of all liens and encumbrances, except any liens or encumbrances specifically set forth on the Bill of Sale.
6. **ACCOUNTS RECEIVABLE:** Check (✓) which is applicable:
(☐) It is agreed that Seller's accounts receivable of \$ _____ are included in the Purchase Price. Details of these receivables shall include account names, numbers, amount and aging, and shall be delivered to Buyer at Closing. Any increase or decrease from the above set forth herein shall adjust the Purchase Price at Closing. Where applicable, an increase shall be added to the Promissory Note owed to the Seller and a decrease shall reduce the cash down-payment. All receivables so transferred shall be guaranteed by the Seller, and if uncollectible within 180 days, may be set-off against the next payment(s) due under the

SELLER'S INITIALS TH

BUYER'S INITIALS RW

Promissory Note owed to Seller. If Buyer sets off any amount of accounts receivable as provided for in this paragraph, Buyer shall assign to Seller the right to collect said receivables.

ALTERNATIVELY

() The accounts receivable of the Business for work done or goods sold prior to and including the date of Closing (hereinafter, Seller's Accounts Receivable) shall remain the property of Seller. Buyer will forward to Seller payments received by Buyer with respect to Seller's Accounts Receivable, and will cooperate with Seller in providing all correspondence or other documents received by Buyer with respect to Seller's Accounts Receivable and will otherwise cooperate with Seller to enable Seller to collect Seller's Accounts Receivable.

7. **WARRANTY:** Seller warrants that all outstanding liabilities of the Business, except as specifically set forth herein, shall be paid in full on or before the Closing of this sale, and that Buyer shall receive the assets of the Business free and clear of any encumbrances other than the security interest which may be created pursuant to the terms of this transaction.

8. **INDEMNIFICATION AND RIGHT OF SET-OFF:** Seller indemnifies Buyer and shall hold Buyer harmless from any and all debts, claims, actions, losses, damages and attorney's fees, existing or that may arise from or be related to Seller's operation and ownership of the Business, except any liabilities assumed by Buyer hereunder. In the event Buyer should become aware of any such claim against the Business not disclosed by Seller prior to Closing, Buyer shall promptly notify Seller, in writing, of such claim. In the event Seller does not satisfy said claim or said claim is not disputed within ten (10) days from the receipt of such notice, Buyer may, at its sole discretion, pay such claim and receive full credit against the next payment(s) due under any Promissory Note owed to Seller under this Contract; and this right of set-off shall be incorporated into any "Promissory Note." In the event of a cash sale, or wholly third party financing, the parties agree that the Closing Agent shall retain \$ _____ from the Seller's closing proceeds for a period of _____ days to secure the Seller's indemnification responsibilities as provided for herein.

9. **ACCOUNTS PAYABLE:** All accounts payable accruing up to and including the date of the Closing shall remain the responsibility of Seller. Immediately from and after the Closing, all incurred accounts payable shall be the sole responsibility of Buyer.

10. **INVENTORY OF GOODS:** It is agreed that, included in the Purchase Price, the inventory at Closing of marketable goods at Seller's cost shall be \$6,578. An itemized physical count of these goods held for resale shall be taken by Buyer and Seller prior to the Closing and an increase or decrease as compared to this cost shall adjust the total purchase price. Where applicable, an increase shall be added to the Promissory Note owed to Seller and a decrease shall reduce the cash down payment from Buyer.

11. **COVENANT NOT TO COMPETE:** Seller, including all officers, directors and shareholders of Seller if Seller is a corporation, will not directly or indirectly engage in or become interested in a similar business or any business or activity incidental to the business being purchased or become the agent or employee of any competitor of Buyer, or in any other way compete with Buyer, other than employment of the Seller by the Buyer at the Business, within an area encompassing a radius of fifty (50) miles from the location of the Business for a period of three (3) years from the Closing Date. Seller acknowledges that any remedy at law for breach of this covenant would be inadequate and that Buyer will be entitled to injunctive relief to enforce this Section, in addition to any other legal remedies available to Buyer for such breach of this Section. Seller acknowledges that the area covered by the covenant not to compete, and the nature and duration of the restrictions in this Section, are reasonable and necessary for the proper protection of Buyer. If any part of this Section is invalidated, the remainder of this Section will nevertheless continue to be valid and enforceable. If anyone successfully contests the validity or enforceability of this Section in its present form predicated upon the duration or area of coverage, this provision will not be deemed invalid or unenforceable, but will instead be deemed modified, so as to be valid and enforceable, to provide coverage for the maximum duration that any Court of competent jurisdiction will deem reasonable, necessary and equitable.

12. **FINANCIAL INFORMATION:** Seller represents and warrants that the financial information supplied to Buyer by Seller is true and correct and is a fair and accurate representation of the financial condition and results of operation of the Business. From the date of execution of this contract Buyer shall, at its option, have five (5) business days to request, in writing, any financial information of Seller necessary to verify the financial condition of the Business and the information supplied by Seller to Buyer. Buyer shall have seven (7) business days after receipt of said additional information to verify the information. If there is a five percent (5.0%) negative variance in any of the financial information furnished by the Seller, Buyer, in its sole discretion, may cancel this contract by written notice to Seller and Broker within the 7 day period set forth above. Buyer's failure to notify Seller and Broker within the time specified, shall constitute Buyer's absolute waiver of this provision.

SELLER'S INITIALS ML

BUYER'S INITIALS RW

13. **BUYER'S ACKNOWLEDGMENT:** Buyer hereby acknowledges that Buyer is relying solely on Buyer's own inspection of the Business and the representations of Seller regarding the prior Business operating history, the value of the assets being purchased and all other material facts. Broker(s) neither represented nor warranted the accuracy of any facts, figures, books, records, memoranda, financial information or data, of any kind, concerning the operations of Seller. Broker has not conducted any independent investigation whatsoever of the Business and the information provided by Seller to Broker. Moreover, Buyer acknowledges that Broker has not verified any of the representations made by Seller.
14. **SELLER'S ACKNOWLEDGMENT:** Seller acknowledges that Broker made no representations concerning the creditworthiness, integrity or ability of Buyer to complete this transaction. Seller has relied solely on Buyer's representations with respect thereto. Seller acknowledges that the Broker has performed all its duties pursuant to the listing agreement and has earned its compensation as set forth therein.
15. **LITIGATION:** Except as noted herein, Seller represents and warrants that there are no judgments, liens, actions, arbitrations, decrees, investigations or proceedings pending or threatened before any court or before any federal, state, municipal or other governmental body, commission or agency against Seller or relating to the Business, its properties or business activity.
16. **DEFAULT:** If Buyer fails to perform this Contract within the time specified herein, including the payment of all deposits, the deposits paid by Buyer may be retained by Seller as liquidated damages and full settlement of any claims or the Seller may proceed in equity to enforce the Contract. If Seller chooses to receive all deposits as liquidated damages, the Seller agrees to disburse half of the deposits to the Broker(s) involved. The "listing agreement" between Seller and Broker shall continue in full force and effect. In the event Seller shall default by failing to perform any of the covenants contained in this Contract, or fails to provide information specified herein within five (5) days after a written request from Buyer to do so, or to otherwise close according to the terms and conditions of this Contract, Buyer may seek specific performance or terminate this Contract and receive the return of Buyer's escrow deposit, as well as seek reimbursement for any and all reasonable legal and accounting fees and other costs incidental to inspecting the Business. Regardless of whether Seller or Buyer should default under this Contract, Broker's compensation shall be due and payable upon demand.
17. **CONDITION OF EQUIPMENT:** All furniture, fixtures and equipment, and other personal property included in this sale, as set forth on Schedule "A", are being purchased on an "AS IS" basis, without warranties of its merchantability or fitness for any particular purpose. However, at the time of Closing, all equipment shall be in working condition. It is the Buyer's sole responsibility to inspect the equipment prior to Closing to determine that the equipment is in working condition.
18. **LOSS OR DAMAGE:** In the event there is any loss or damage to the Business premises or any of the assets, improvements, systems or equipment included in this sale at any time prior to Closing, the risk of loss shall be upon Seller. Immediately from and after Closing, all risk of loss or damage shall be upon Buyer.
19. **BUSINESS DEPOSITS:** Any and all amounts currently on deposit for the benefit of the Business for utility services, leases, insurance, etc., are and shall remain the sole property of Seller and are not included as part of the Purchase Price. Buyer shall, as of the date of Closing, deposit such monetary amounts as is necessary to continue the operation of the Business or the Seller shall receive a credit for such deposits at Closing.
20. **OPERATION OF THE BUSINESS BEFORE CLOSING:** Seller hereby agrees, from the date of execution of this contract to the date of Closing, to carry on the business activities and operations of the Business diligently and in substantially the same manner as has been customary in the past, and Seller shall not remove any items, with the exception of product inventory sold in the normal course of business.
21. **BUSINESS TELEPHONE:** Seller agrees to transfer to Buyer at Closing, and Buyer agrees to accept all of Seller's right, title, interest and responsibility for the Business telephone number(s), yellow page advertisements and any other advertising that refers to said telephone number(s).
22. **BUSINESS MAIL:** After Closing, Seller agrees that all mail it receives relating to the Business, shall be immediately forwarded to Buyer, and Buyer agrees to immediately forward to Seller any personal mail of Seller.
23. **BUSINESS RECORDS:** At Closing, Seller shall deliver copies of all customer accounts, records, and any other documents pertinent to the operation of the Business which Seller has in its possession. Such records shall include copies of those documents necessary to conduct business with suppliers and customers of the Business.
24. **BUSINESS PREMISES:** Until Closing, Seller agrees to maintain the Business premises, including heating, cooling, plumbing and electrical systems and built-in fixtures, together with all other equipment and assets included in this sale, in good working order and to deliver the premises in a clean and orderly condition.

SELLER'S INITIALS MS

BUYER'S INITIALS EW

25. **LICENSES AND PERMITS:** Unless otherwise specified herein, Seller agrees to cooperate with Buyer in obtaining, at Buyer's expense, any licenses, permits, approvals or certificates necessary for the continued operation of the Business. At closing, Seller warrants that to the best of its knowledge the Business and premises are in compliance with all government regulations as to health, fire, zoning and other licensing laws. Seller shall bear the cost of repairs and/or alterations which are or may be required to allow Buyer to operate the Business in a lawful manner.
26. **FAMILIARIZATION:** Seller and/or _____ agrees to spend, at no cost to Buyer, a period of 7 days, during normal business hours exclusive of holidays and Sundays from the Closing Date, to assist Buyer and employees in the orderly transfer of the Business.
27. **BUSINESS TRADE NAME:** Seller hereby grants Buyer, effective with the Closing of this sale, any and all rights held by Seller in the trade name, Firehouse Subs and any variations thereof. Seller hereby waives any rights thereto, and shall not directly or indirectly, after Closing, make use of such name. If the corporate and business trade names of the Seller are the same or similar, the Seller shall be obligated to change its corporate name to a name unrelated to the Business name within 90 days from the date of Closing.
28. **LEASE OF PREMISES:** Within seven (7) days after the satisfaction of all contingencies, but not less than ten (10) days prior to the date of Closing, Seller shall execute an assignment for the lease on the Business premises with the Landlord's written consent. The Buyer shall assume the lease at Closing. This contract shall be subject to such consent where consent is required. Alternatively, at Buyer's option, Seller shall assist Buyer, within the time constraints set out above, to obtain a new lease on substantially the same terms and conditions as the existing lease, to be effective as of the Closing Date.
29. **INCORPORATION BY BUYER:** It is acknowledged and agreed that Buyer may elect to incorporate. In such event, the Buyer shall assign this Contract to the newly formed corporation. Buyer shall cause the corporation to ratify and adopt the terms and conditions of this Contract. The original Buyer shall continue to be personally liable for the performance of the terms, covenants and conditions herein. In the event the Buyer is a corporation, the signatory to this Agreement shall, in addition to the corporation, be personally liable for the performance of the terms, conditions and covenants contained herein.
30. **PRE-CLOSING COVENANTS:** Buyer and Seller agree not to disclose to any third party the terms and conditions of this transaction prior to the date of Closing, except to the party's attorneys, accountants or other professional advisors. Buyer further agrees not to visit the business premises prior to Closing, discuss the pending sale, contact employees, vendors or customers, without Seller's approval.
31. **AUTHORITY:** The undersigned have the full authority to enter into this Contract and to conclude the transaction described herein. This Agreement has been duly authorized, executed and delivered by Seller and Buyer and constitutes a legal, valid and binding obligation, enforceable against each of them in accordance with its terms. The execution, delivery and performance of this Agreement by Seller and Buyer will not constitute a violation of its Certificate of Incorporation or its By-Laws or any other third party agreement.
32. **GOVERNING LAW:** This Contract shall be governed by the laws of the state of Missouri. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement in the Circuit Court in and for St. Louis County, Missouri. The parties hereby agree that any controversy which may arise under this Agreement would involve complicated and difficult factual and legal issues. Therefore, any action brought by either party, alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury. Any breach of this Agreement shall result in the prevailing party being entitled to receive from the other party all of its reasonable attorney's fees, costs, and expenses incurred at both the trial and appellate levels.
33. **ESCROW DISPUTES:** In the event of a dispute at any time among Buyer, Seller and/or Broker which may involve funds held in escrow by Broker and/or Escrow Agent, all parties shall agree to be bound under the terms of Paragraph 32 hereinabove. Broker and/or Escrow Agent may hold such funds in escrow until such time as the parties have either resolved the dispute or submitted it to resolution through mediation, arbitration, or otherwise. However, if Broker is holding an escrow, the Broker shall nonetheless notify the Missouri Real Estate Commission of such escrow dispute. The Escrow Agent shall be under no responsibility in respect to the Escrow Funds deposited with it other than faithfully to follow the instructions herein contained. The Escrow Agent may advise with counsel and shall be fully protected in any actions taken in good faith, in accordance with such advice. The Escrow Agent shall not be required to institute legal proceedings of any kind and shall be fully protected in acting in accordance with any written instructions given to the Escrow Agent hereunder and believed by the Escrow Agent to have been signed by the proper parties. The Escrow Agent assumes no liability under this Agreement except that of a stakeholder. If there is any dispute as to whether the Escrow Agent is obligated to deliver the Escrow Funds, or as to whom that sum is to be delivered, the Escrow Agent will not be obligated to make any delivery of said sum, but in such event may hold said sum until receipt by the Escrow Agent of any authorization in writing signed by all of the persons having an interest in such dispute, directing the disposition of said sum, or in the absence of such authorization, the Escrow Agent may hold the SELLER'S INITIALS MS
- BUYER'S INITIALS fw

sum until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given, or proceedings for such determination are not begun and diligently continued, the Escrow Agent may, but is not required to, bring an appropriate action or proceeding for leave to deposit said sum in court, pending such determination. In making delivery of the Escrow Funds in the manner provided for in this Agreement, the Escrow Agent shall have no further liability in the matter, and Seller and Buyer shall be jointly and severally liable for all of Escrow Agent's costs and fees, to include without limitation attorney's fees related to the performance of Escrow Agent's duties hereunder.

34. **WAIVER:** No waiver of any provisions of this contract shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing waiver.

35. **PARAGRAPH HEADLINES:** Captions and paragraph headlines in this Contract are for convenience and reference only and do not define, describe, extend or limit the scope or intent of this contract or provision herein.

36. **BINDING EFFECT:** This contract shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the parties hereto. The parties acknowledge that this Contract, including all covenants, representations, warranties and agreements, shall survive the Closing of this transaction.

37. **ENTIRE AGREEMENT:** Time is of the essence. This Purchase Contract and Receipt constitutes the entire agreement and understanding of the parties and cannot be modified except in writing executed by all parties. All the terms, conditions, covenants and representations made herein shall survive the Closing of this transaction.

38. **SEVERABILITY:** In the event that any of the terms, conditions or covenants of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and effect shall be given to the remaining provisions.

39. **CONTRACT REVIEW:** From the date of acceptance of this Contract, Buyer and Seller shall have five (5) business days from the date of the last party to execute the Contract to have this Contract including all addenda or amendments, reviewed by their respective attorneys for the sole purpose of verifying that the form and language used herein adequately protects their clients and to make any necessary language changes within such time. The substance and material terms of this Contract shall remain unchanged.

40. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions inserted in this form and acknowledged by the parties by their initials shall control all printed provisions in conflict therewith.

41. **BROKER:** Broker shall be deemed to include any and all other brokers with whom Murphy Business & Financial Services LLC is cooperating.

42. **ENVIRONMENTAL:** The parties acknowledge having been advised by the Broker that they are aware of the health, liability and economic impact of environmental matters relative to real estate transactions, which may include the sale of the Business or the lease of the premises where the Business is conducted. The Broker specifically affirms that it does not conduct, advise and/or have any knowledge of environmental matters, nor does it undertake or conduct analyses thereof. The parties are advised to retain qualified environmental professionals to determine if any hazardous toxic wastes, substances or other undesirable materials or conditions exist on the property and if so, whether any health danger or other liability exists and whether such substances may have been used during the construction or operation of the business or buildings, or may be present as a result of previous activities on property. Various laws and regulations have been enacted at the federal, state and local level dealing with the use, storage, handling, removal, transportation and disposal of toxic or hazardous wastes and substances. Depending upon past, current and proposed uses of this property, the parties acknowledge that it is prudent to retain an environmental expert to conduct a site investigation and/or building inspection. If hazardous or toxic substances exist or are contemplated to be used at the property, special governmental approvals or permits may be required. Further, the cost of removal and disposal of such materials may be substantial. Consequently, the assistance of legal and technical experts should be obtained where these substances are or may be present.

43. **TAX DISCLOSURE:** Broker specifically disclaims any responsibility as to whether and/or to what extent said statutory provision is applicable to this transaction. Broker advises that the parties hereto seek the assistance of independent counsel. The parties acknowledge that they have been advised by the Broker to seek advice as to the allocation of the purchase price, as is required by law. Buyer and Seller acknowledge that certain Federal Income Tax and State of Missouri laws and taxes may be applicable to this transaction.

44. _____

SELLER'S INITIALS MS

BUYER'S INITIALS RW

INSTRUCTIONS TO CLOSING AGENT: Both Seller and Buyer direct the Closing Agent to disburse at Closing the full amount of the brokerage fee specified in agreements with the parties and via any cooperative agreements between the brokers, unless such fees were retained from Escrow Funds or paid in advance in all or in part. For reference purposes, the participating licensees, their Agency Status and respective brokerage firms is printed below.

Selling Firm (Print)

MURPHY BUSINESS & FINANCIAL SERVICES LLC

Listing Firm (Print)

MURPHY BUSINESS & FINANCIAL SERVICES LLC
Listing Real Estate Firm

THIS IS A LEGALLY BINDING AND FULLY ENFORCEABLE CONTRACT. read it carefully. If you wish counsel then please seek assistance from an attorney and/or accountant prior to executing this document. Broker is not qualified to give legal or financial advice. A facsimile copy of this document and signatures, shall be considered for all purposes as original.

DATED and RECEIVED on July 10, 2020 at the hour of 12 o'clock 23 M.

The undersigned Buyer expressly acknowledges fully reading, understanding and receiving a copy of this document.

BUYER: Rodrick Wayala
Printed Name

Street Address: 2020 E KERR ST

By: [Signature]
Signature Title, if a Corporation

City: Springfield State: Mo Zip: 65803

By: _____
Printed Name

Phone: (417) 450-8002

By: _____ who personally guarantees Buyer's performance of this Agreement.
Signature

SELLER'S INITIALS ms

BUYER'S INITIALS _____

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SELLER'S ACCEPTANCE: I/we accept the foregoing offer and agree to sell the above-described business and assets on the terms and conditions of the contract. Seller acknowledges fully reading, understanding and receiving a copy of this document.

7/14/2020

DATED and ACCEPTED on _____ at the hour of 10:00 AM o'clock M.

Maureen Selzler
SELLER: Printed Name

8404 Rock Ridge Ct
Address:

By: Maureen Selzler owner
Signature Title, if a Corporation

City: Edwardsville State: IL Zip: 62025

By: _____
Printed Name

618 567 2351
Phone: ()

By: _____ who personally guarantees Seller's performance of this Agreement.

COUNTER OFFER: ☐ Seller counters Buyer's offer via markings hereon ☐ or separate attachment ☐ and signs this acceptance based upon Buyer's agreeing to said changes. To accept this Counter Offer, Buyer must initial each change or sign said attachment, and deliver same to Seller by 5:00 PM on: _____

SELLER'S REJECTION: ☐ Seller rejects Buyer's offer and declines to Counter Offer.

Date: _____

Seller's Signature

Seller's Printed Name

MURPHY BUSINESS & FINANCIAL SERVICES LLC

Address: 1609 Highland Valley Circle, Chesterfield, MO 63005

Telephone: 636-728-0688

SELLER'S INITIALS MS

BUYER'S INITIALS YRW

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BILL NO. 7114

ORDINANCE NO. 6231

AN ORDINANCE GRANTING A SPECIAL PERMIT TO JETS MIDWEST, L.L.C. D/B/A QUIZNO'S CLASSIC SUBS FOR THE OPERATION OF A RESTAURANT ON THE PROPERTY HEREINAFTER DESCRIBED AND KNOWN AS 2312 NO. HIGHWAY 67, FLORISSANT, MISSOURI.

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

WHEREAS, an application has been filed by JETS Midwest, LLC d/b/a Quizno's Classic Subs for the location and operation of a sit-down and carry-out restaurant on the property hereinafter described and known as 2312 No. Highway 67; and

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

WHEREAS, due notice of a public hearing on said application to be held on the 25th day of January, 1999 at 8:00 P.M. by the Council of the City of Florissant was duly published, held and concluded; and

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

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

Section 1: A Special Permit is hereby granted to JETS Midwest, LLC d/b/a Quizno's Classic Subs to locate and operate a sit-down and carry-out restaurant, with no drive-thru or delivery service, on the property known as:

2312 No. Highway 67, Florissant, Missouri.

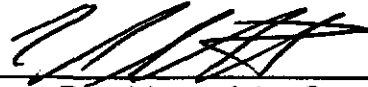
Section 2: Said Special Permit herein authorized shall remain in full force and effect only under the following terms and conditions and subject to all of the ordinances of the City of Florissant:

- (a) There shall be only sit-down and carry-out services offered on the premises.

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

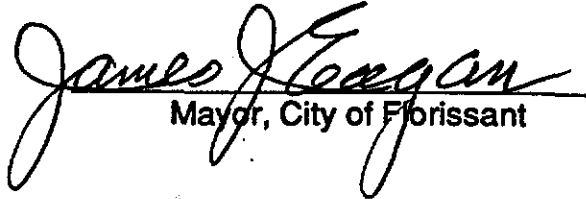
Section 4: This ordinance shall become in force and effect immediately upon its passage and approval.

Adopted this 8th day of February, 1999.



President of the Council
City of Florissant

Approved this 9 day of February, 1999.



Mayor, City of Florissant

ATTEST:



City Clerk

1 INTRODUCED BY COUNCILMAN HERNANDEZ
2 JUNE 9, 2014
3

4 BILL NO. 9002

ORDINANCE NO. 8050

5
6 **ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE**
7 **PERMIT NO. 6231 FROM JETS MIDWEST LLC D/B/A QUIZNO'S**
8 **TO CNMS, LLC D/B/A FIREHOUSE SUBS FOR THE OPERATION**
9 **OF A RESTAURANT LOCATED AT 2312 N. HWY 67.**
10

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

14 WHEREAS, pursuant to Ordinance No. 6231, Jets Midwest LLC d/b/a
15 Quizno's was granted a Special Use Permit for the location and operation of a Subway
16 Sandwich Shop on the property known as 2313 N. Highway 67; and

17 WHEREAS, an application has been filed by CNMS, LLC d/b/a Firehouse Subs
18 to transfer the Special Use Permit authorized by Ordinance No. 6321 to its name; and

19 WHEREAS, the City Council of the City of Florissant determined at its
20 meeting on June 9, 2014 that the business operated under Ordinance No. 6231 would
21 be operated in a substantially identical fashion as set out herein; and

22 WHEREAS, Jets Midwest LLC has accepted the terms and conditions set out in
23 Ordinance No. 6231.

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

28 Section 1: The Special Use Permit authorized by Ordinance No. 6231 is hereby
29 transferred from Jets Midwest LLC d/b/a Quizno's to CNMS, LLC d/b/a Firehouse
30 Subs for the operation of a restaurant located at 2312 N. Hwy 67.

31 Section 2: The Special Use Permit herein authorized shall terminate if the
32 restaurant ceases operation for a period of more than ninety (90) days or when the
33 named permittee ceases to be the owner and operator of the said restaurant operation.

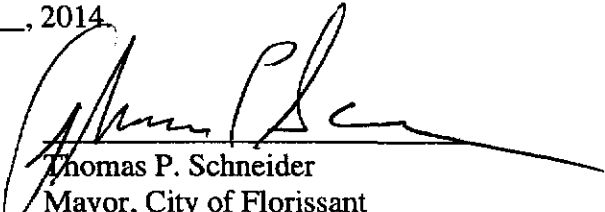
34 Section 3: This ordinance shall become in force and effect immediately upon
35 its passage and approval.
36
37

Adopted this 9 day of June, 2014



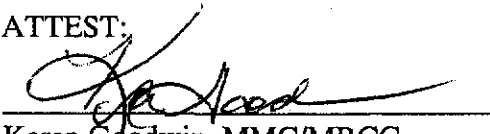
Joseph Eagan
President of the Council
City of Florissant

Approved this 16 day of June, 2014



Thomas P. Schneider
Mayor, City of Florissant

ATTEST:



Karen Goodwin, MMC/MRCC
City Clerk

1 INTRODUCED BY COUNCILMAN SCHILDROTH
2 AUGUST 24, 2020

3
4 BILL NO. 9614

ORDINANCE NO.

5
6 **AN ORDINANCE AUTHORIZING SUPPLEMENTAL RE-**
7 **APPROPRIATIONS OF FISCAL YEAR 2019 OUTSTANDING**
8 **PURCHASE ORDERS IN VARIOUS FUNDS.**
9

10 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS
11 COUNTY, MISSOURI, AS FOLLOWS:
12

13 Section 1: There is hereby authorized an appropriation of \$60,805 from the General
14 Revenue Fund to various accounts listed as follows:
15

16 **General Fund Total \$ 60,805**

17 01-5-36-24000	Telephone – Land Line	\$ 8,661
18 01-5-40-32010	Office Exp – Office Furniture	\$ 1,584
19 01-5-48-50045	Prof Serv – Computer	\$ 48,309
20 01-5-49-30010	Vehicle Repairs	\$ 2,251

21
22 Section 2: There is hereby authorized an appropriation of **\$851,021** from the Capital
23 Improvement Fund to various accounts listed as follows:
24

25 **Capital Improvement Fund Total \$851,021**

26 03-5-03-50010	Professional Services	\$ 38,164
27 03-5-03-52000	Street Contracts	\$ 550,506
28 03-5-03-54020	Bridge Repair & Maint	\$ 129,362
29 03-5-03-61360	Capital Add's – IT	\$ 19,995
30 03-5-03-61400	Capital Add's – Admin	\$ 10,446
31 03-5-03-61480	Capital Add's - Public Works	\$ 102,548

32
33 Section 3: There is hereby authorized an appropriation of **\$2,231,801** from the Street
34 Improvement Fund to various accounts listed as follows:
35

36 **Street Improvement Fund Total \$ 2,231,801**

37 08-5-08-52000	Street Contracts – Other	\$ 206,478
38 08-5-08-52100	Contracts – N Lafayette	\$ 2,025,323

39
40 Section 4: There is hereby authorized an appropriation of **\$119,768** from the Park
41 Improvement Fund to various accounts listed as follows:
42

43 **Park Improvement Fund Total \$ 119,768**

44 09-5-09-61470	Capital Add's – Park Fencing	\$ 112,000
45 09-5-09-61560	Capital Add's – Koch Park Landscaping	\$ 7,768

48 Section 5: There is hereby authorized an appropriation of **\$ 1,395,441** from the Grant
49 Revenue Street Improvement Fund to various accounts listed as follows:

50
51 **Grant Revenue Street Improvement Fund Total \$ 1,395,441**

52 08-4-08510	Grant Revenue – St Ferdinand & 67	\$ 165,182
53 08-4-08511	Grant Revenue – N Lafayette	\$ 1,230,258

54
55 Section 6: There is hereby authorized an appropriation of **\$ 247,204** from the Public
56 Safety Fund to various accounts listed as follows:

57
58 **Public Safety Fund Total \$ 247,204**

59 17-5-17-61000	Capital Additions	\$ 247,204
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60
61 Section 7: There is hereby authorized an appropriation of **\$28,097** from the SOB
62 (Special Obligation Bond) Project Fund to various accounts listed as follows:

63
64 **2016 SOB (Special Obligation Bond) Project Fund Total \$ 28,097**

65 31-5-31-02000	Court Bldg Renovations	\$ 28,097
----------------------------	------------------------	-----------

66
67 Section 8: This ordinance shall become in force and effect immediately upon its passage
68 and approval.

69 Adopted this _____ day of _____, 2020.

70
71 _____
72 Keith Schildroth
73 President of the Council
74 City of Florissant
75

76 Approved this _____ day of _____, 2020.

77
78 _____
79 Timothy J. Lowery
80 Mayor, City of Florissant

81 ATTEST:

82
83 _____
84 Karen Goodwin, MPPA/MMC/MRCC,
85 City Clerk

City of Florissant, Missouri
Memorandum

To: City Council

Date: August 20, 2020

Thru: Mayor Timothy Lowery

From: Kimberlee Johnson
Director of Finance

Subject: FY20 re-appropriation of FY19 encumbrance rollover

Prior accounting processes allowed encumbrances to be spent any time after the fiscal year and did not allow for proper representation of goods/services expensed in current year compared to the current budget.

To alleviate this issue and adhere to best practices, upon closing of the FY18 fiscal year the City adopted the accounting process change to roll and re-encumber, budgeting expenses in the year they will be spent. Additionally, the audit no longer requires a second financial statement in addition to the GAAP required financial statements.

Per this new process, FY19 appropriations not completed by November 30th 2019 rolled over into FY20 and require re-appropriation for FY20. These are not new appropriations, they merely move out of FY19 and into FY20 and have no effect on the fund balance.

This memorandum is to request the council to approve the appropriation of the following FY19 outstanding encumbrances and associated revenue:

General Fund Total \$ 60,805

01-5-36-24000	Telephone – Land Line	\$ 8,661
01-5-40-32010	Office Exp – Office Furniture	\$ 1,584
01-5-48-50045	Prof Serv – Computer	\$ 48,309
01-5-49-30010	Vehicle Repairs	\$ 2,251

Capital Improvement Fund Total \$851,021

03-5-03-50010	Professional Services	\$ 38,164
03-5-03-52000	Street Contracts	\$ 550,506
03-5-03-54020	Sidewalk Repairs	\$ 129,362
03-5-03-61360	Capital Add's – IT	\$ 19,995
03-5-03-61400	Capital Add's – Admin	\$ 10,446
03-5-03-61480	Capital Add's - Public Works	\$ 102,548

Park Improvement Fund Total \$ 119,768

09-5-09-61470	Capital Add's – Park Fencing	\$ 112,000
09-5-09-61560	Capital Add's – Koch Park Landscaping	\$ 7,768

Public Safety Fund Total \$ 247,204

17-5-17-61000	Capital Additions	\$ 247,204
---------------	-------------------	------------

2016 SOB (Special Obligation Bond) Project Fund Total \$ 28,097

31-5-31-02000	Court Bldg Renovations	\$ 28,097
---------------	------------------------	-----------

Street Improvement Fund Total \$ 2,231,801

08-5-08-52000	Street Contracts – Other	\$ 206,478
---------------	--------------------------	------------

08-5-08-52100	Contracts – N Lafayette	\$ 2,025,323
---------------	-------------------------	--------------

Grant Revenue Street Improvement Fund Total \$ 1,395,441

08-4-08510	Grant Revenue – St Ferdinand & 67	\$ 165,182
------------	-----------------------------------	------------

08-4-08511	Grant Revenue – N Lafayette	\$ 1,230,258
------------	-----------------------------	--------------

FLORISSANT CITY COUNCIL

AGENDA REQUEST FORM

Date: 8/06/2020

Mayor's Approval:

Agenda Date Requested:

8/6/2020

Description of request:

FY20 Supplemental Budget to roll over FY19 outstanding appropriations and associated revenue at 11/30/18.

Department: City Clerk

Recommending Board or Commission:

Type of request:

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

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: _____

1 INTRODUCED BY COUNCILMAN SIAM
2 AUGUST 24, 2020

3
4 BILL NO. 9615

ORDINANCE NO.

5
6 **ORDINANCE TO AUTHORIZE A SPECIAL USE PERMIT TO A&C**
7 **HAPPY HOUR, LLC TO ALLOW FOR A WINE AND SPIRITS**
8 **ESTABLISHMENT LOCATED AT 3425 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 package liquor stores in the City of Florissant; and

13 WHEREAS, an application has been filed by Chantelle Nickson-Clark d/b/a A&C Happy
14 Hour, LLC for the operation of a package liquor store operating as a retail wine and spirits
15 establishment located at 3425 N. Hwy 67; and

16 WHEREAS, the Planning and Zoning Commission at their meeting August 3rd, 2020,
17 recommended that a Special Permit be granted; and

18 WHEREAS, due notice of public hearing no. 20-08-023 on said application to be held on
19 the 24th of August, 2020 at 7:30 P.M. by the Council of the City of Florissant was duly
20 published, held and concluded; and

21 WHEREAS, the Council, following said public hearing, and after due and careful
22 consideration, has concluded that the issuance of a Special Permit for package liquor store would
23 be in the best interest of the City of Florissant.
24

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

28 Section 1: Special Use to allow for a Package Liquor store operating as Wine and Spirits
29 establishment (with tasting) d/b/a A&C Happy Hour, LLC in a 'B-3' Extensive Business
30 District is hereby approved as shown on plans 1, 2, 6 and 8 dated 12/17/15.
31

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

34 Adopted this ____ day of _____, 2020.

35
36 _____
37 Keith Schildroth
38 President of the Council

39 Approved this ____ day of _____, 2020.

40
41 _____
42 Timothy J. Lowery
43 Mayor, City of Florissant

44 ATTEST:

45
46 _____
47 Karen Goodwin, MPPA/MMC/MRCC
City Clerk

CITY OF FLORISSANT

Public Hearing



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, August 24, 2020 at 7:30 P.M. on the following proposition:

To authorize a Special Use Permit to A & C Happy Hour, LLC to allow for a Wine and Spirits establishment for the property located at 3425 N Highway 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**

Receipt
7.27.2020
621068
300-



**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

Council Ward _____ Zoning _____

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

SPECIAL PERMIT FOR Operation of Retail wine + spirits and tobacco.
Statement of what permit is being sought. (i.e., special permit for operation of a restaurant).

AMEND SPECIAL PERMIT # _____ TO ALLOW FOR _____
ordinance # _____ Statement of what the amendment is for.

LOCATION 3405 North Highway 67, Florissant, MO 63033
Address of property.

1) Comes Now Chantelle Nickson-Clark DBA A + C Happy Home, LLC
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) 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 VACANT 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)

Chantelle Nickson-Clark Chantelle Nickson-Clark AAndCHappyhour@gmail.com
PRINT NAME SIGNATURE email and phone

FOR A & C Happy Hour, LLC
(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):

☒ 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 Chantelle Nickson-Clark

ADDRESS 4579 Richmond Forest Dr. Florissant, MO 63034
STREET CITY STATE ZIP CODE

TELEPHONE / EMAIL (314) 441-9088 AAndCHappyhour@gmail.com
BUSINESS

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

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 A & C Happy Hour 3425 N. Highway 67 63033
(2) Telephone Number (314) 441-9088
(3) Business Address 3425 N. Highway 67, Florissant, MO 63034
(4) Date started in business 7/16/2020
(5) Name in which business is operated if different from (1) N/A
(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 A & C Happy Hour
Address 3425 N. Highway 67, Florissant, MO 63034
Property Owner Chantelle Nickson-Clark
Location of property 3425 N. Highway 67, Florissant, MO 63034
Dimensions of property 1050 Sq ft
Property is presently zoned Requests Rezoning To
Proposed Use of Property Retail Wine, Spirits, & Tobacco
Type of Sign ENCASED BOX Height 11' 7"
Type of Construction N/A Number Of Stories 1
Square Footage of Building 10,190 sq ft Number of Curb Cuts N/A
Number of Parking Spaces 96 Sidewalk Length
Landscaping: No. of Trees 2 Diameter UNKNOWN
No. of Shrubs 0 Size 0
Fence: Type N/A Length N/A Height N/A

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.

3425 N. Highway 67, part of Lindbergh Plaza

PROVIDE LOCATION MAP SHOWING AREA INVOLVING THIS PETITION

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

Please see Attached

OFFICE USE ONLY

Date Application reviewed _____

STAFF REMARKS: _____

Building Commissioner or Staff Signature

1
2
3
MEMORANDUM



4
5
6
7
8
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."

9 To: Planning and Zoning Commissioners Date: July 29, 2020

10
11 From: Philip E. Lum, AIA-Building Commissioner c: Todd Hughes, P.E.,
12 Director Public Works
13 Deputy City Clerk
14 Applicant
15 File
16

17 Subject: **3425 N. Highway 67 (A&C Happy Hour, LLC)** Request Recommended
18 Approval of a Special Use to allow for a Wine and Spirits establishment
19 (with tasting) in a 'B-3' Extensive Business District.
20

21
22
23
STAFF REPORT
CASE NUMBER PZ-080320-1

24 **I. PROJECT DESCRIPTION:**

25 This is a request for **recommended approval** of a Special Use, to allow for a Wine & Spirits
26 establishment at **3425 N. Highway 67**, in an existing 'B-3' Planned Commercial District.
27

28 **II. EXISTING SITE CONDITIONS:**

29 The existing property at **3425 N. Highway 67** is a property which is a 2.31 acre site with a
30 shopping center in a 'B-3' Extensive Business District.
31

32 The subject property is approximately 1050 s.f. in the shopping center which is about
33 10,190 s.f.. There is a survey attached which shows the boundary limits and existing
34 parking.
35

36 The existing building was built in 1983 per County record, which lists the portion of the
37 Shopping Center that currently houses other Uses.
38
39
40

41 **III. SURROUNDING PROPERTIES:**

42 The property to the West is an auto repair facility at 14150 Sunswept Park Ct, zoned
43 similarly in the 'B-3' Extensive Business District. The properties to the North are 3267
44 and 3270 Churchill Dr Celeste in a County Single Family Dwelling District.

45
46 **IV. STAFF ANALYSIS:**

47 Plans received from the applicant include architect's plans from the previous tenant, 1, 2,
48 6 and 8 dated 12/17/15 with no proposed changes.

49
50 Comments on Drawings:

51 Detailed description of the business includes a square foot report of 3 major spaces. 700
52 s.f. sales, 200 s.f. storage and 100 s.f. tasting area. It appears that 3 major areas exist on
53 the previous tenant plans.

54
55 Site Plan: A site plan was requested indicating compliance with the parking code and an
56 ALTA Survey was provided, see attached.

57
58 Parking required for the center as calculated by staff, using the info. provided:

3401 Regional Finance	Banking/ Finance	2300
3403 Spartan Staffing	Employment Services Majority of services done online and via the phone	830
3405 Favor Barber Shop	Outstanding community Member/ Waiting room now closed.	1010
3421 Curves/ Vacant		2000
3425 Cricket Wireless/Vacant Proposed Liquor Store		1050
3433 Our Urgent Care	Medical services.	3000
Total s.f.		10190

59
60 Staff Calculations:

61 Offices are calculated at 3/1000 s.f. x 2130 s.f.= 6.4

62 Commercial Service Retail Centers are calculated at 4/1000 s.f.x 4150= 16.6

63 Medical Offices are calculated at 4.5/1000 s.f.= 13.5

64 **Total parking required 36, total provided 84, complies.**

65
66
67 **III. STAFF RECOMENDATIONS:**

68 Tasting Events are mentioned in descriptive materials, however, tasting area is also
69 described as 100 s.f., so perhaps 'Events' should be more fully described by the
70 petitioner as anticipated.

71
72 **Suggested Motion:**

73 I move for Recommended Approval of a Special Use to allow for a Wine and Spirits
74 establishment (with tasting) in a 'B-3' Extensive Business District as shown on plans 1,
75 2, 6 and 8 dated 12/17/15, subject to the conditions set forth below with these conditions
76 being part of the record:

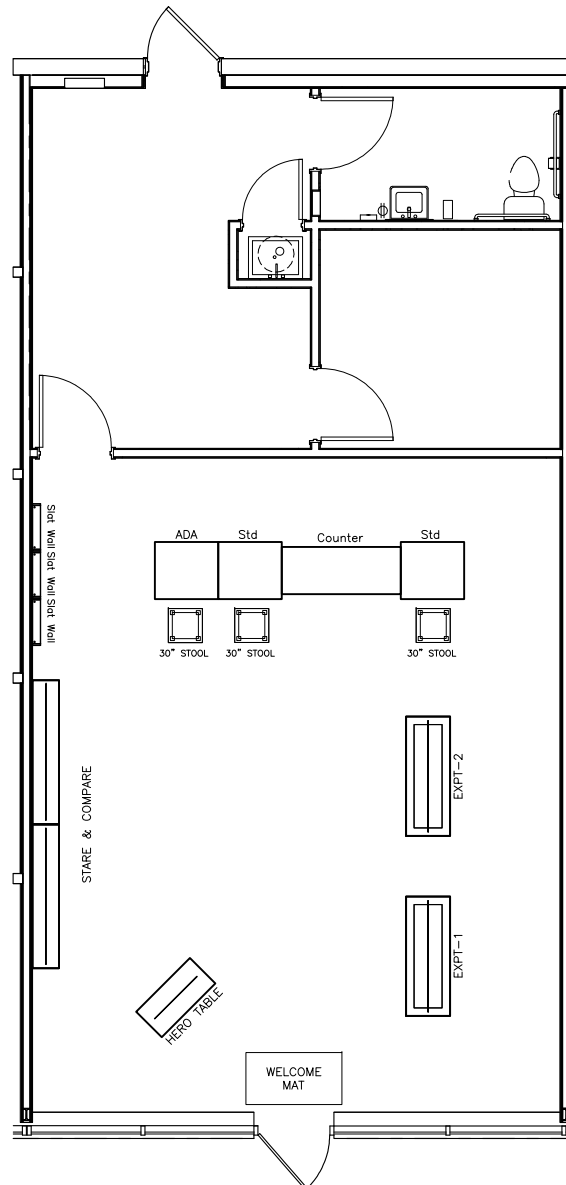
77
78
79 (End of report and suggested motion)

NABALIE INC - 3425 N HIGHWAY 67, FLORISSANT, MO

Cricket Wireless

*FINAL CRICKET RETAIL DESIGN PLAN
 **9'-0" MINIMUM CEILING HEIGHT
 REQUIRED

NOTE: GC TO DEMO ANY EXISTING WALLS,
OBSTRUCTIONS OR ARCHITECTURAL FEATURES
IN SALES AREA THAT WOULD FACILITATE
LAYOUT



APPROVED

By Scott LaBarge at 10:01 am, Dec 21, 2015

600 FT²

SPACE PLAN

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

SITE PHOTOS

** ALL EXISTING WALL FIXTURES
(E.G., CABINETS, SLATWALL, ETC..) MUST BE REMOVED / PATCH AND PAINT DRYWALL.



Exterior



Interior

STORE TYPE:

Exclusive

Fixture Schedule

QTY	DESCRIPTION
2	POS-Standard
1	POS-ADA
1	Common Counter Standard
2	Experience Table
1	Hero Table
0	Kid Conversation Table
1	Store and Compare Wall Fixture
0	Store and Compare Access Cabinet
1	Slot Wall Brackets
0	Bill Pay Station
1	Impact Regular Store Kit
1	MTI Full Store Kit
0	Chairs for Center Seating
3	30" Stools
3	2ft Wall Merchandiser

2015 Lakeside Centre Way, Suite 250
Knoxville, TN 37922 USA
c: 865.602.4058 f: 865.602.4104
www.principalglobal.com

Final connections to be made by Certified Electrical contractor on site

The details shown on this drawing are confidential and are the exclusive property of the Principles Group of Companies. No use, copy or disclosure of this drawing may be made without written permission and it is to be returned to the Principles Group of Companies upon request.

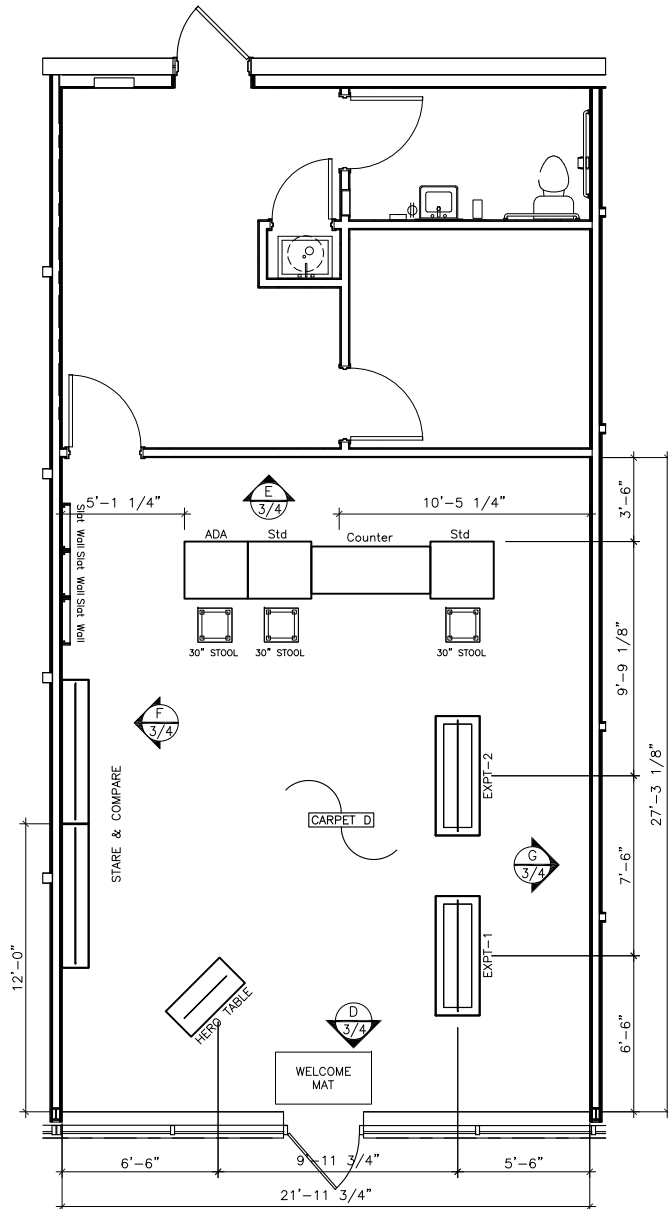
COPYRIGHT © 2014

STORE #
70175 125

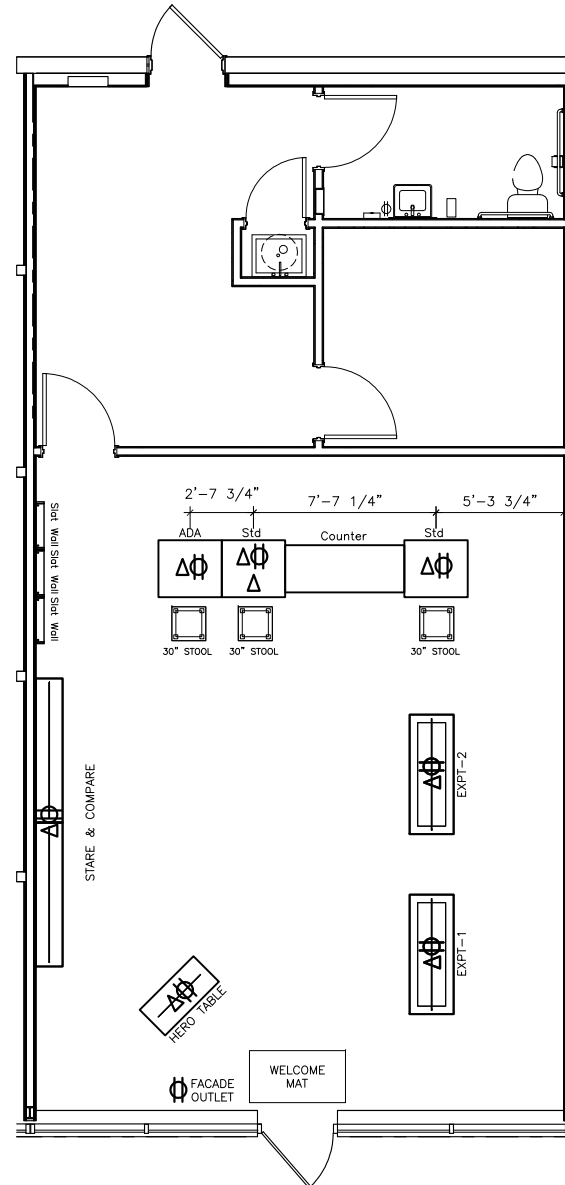
NABALIE INC - 3425 N HIGHWAY 67, FLORISSANT, MO

Cricket Wireless

*FINAL CRICKET RETAIL DESIGN PLAN



(B) DETAIL & DIMENSION PLAN
SCALE: 1/8" = 1'-0"



(C) POWER & DATA PLAN
SCALE: 1/8" = 1'-0"

All data runs need to be terminated in the back office - See page 7

Notes:

Power & Data Specifications:
DSL Business Class service with bandwidths greater than 15MB download and 5MB upload required at all locations.
All trenched power requires a dedicated circuit.

BAR / POS:
Duplex floor outlet and 2 data ports center unit. Duplex floor outlet and 1 data port right and left unit.
Feed power via and data via floor trench.

HERO TABLE:
Duplex floor outlet and 1 data port.
Feed power and data via floor trench.

EXPERIENCE TABLE:
Duplex floor outlet and 1 data port.
Feed power and data via floor trench.

STARE & COMPARE FIXTURE (SIDEWALL):
Duplex wall quad outlet and 1 data port.
Mount junction box inside wall at 36" AFF.

Open Sign Duplex Outlet:
1. Acoustical or Hard Ceiling - mount duplex box into ceiling near facade window.
2. Facade Wall - mount duplex outlet above facade window.

WALL OUTLETS:
Duplex wall outlets as required.

Carpet Specifications:

CARPET D:
Mohawk Carpet Tile
Style: Riot #BT355
Color: #983 Roust About
Construction: Tufted
Installation Method: Brick Pattern

RUBBER BASE:
Roppe or similar
Color: Black
Number: 100
Size: 4"

Contacts:

Carpet:
Harris-Global Solutions Partner
Mohawk
800-622-6228 ext. 24739
richard_harris@mohawkind.com
Fax # 706-422-6079

Sheet:

2

STORE #
70175 125

NABALIE INC - 3425 N HIGHWAY 67, FLORISSANT, MO

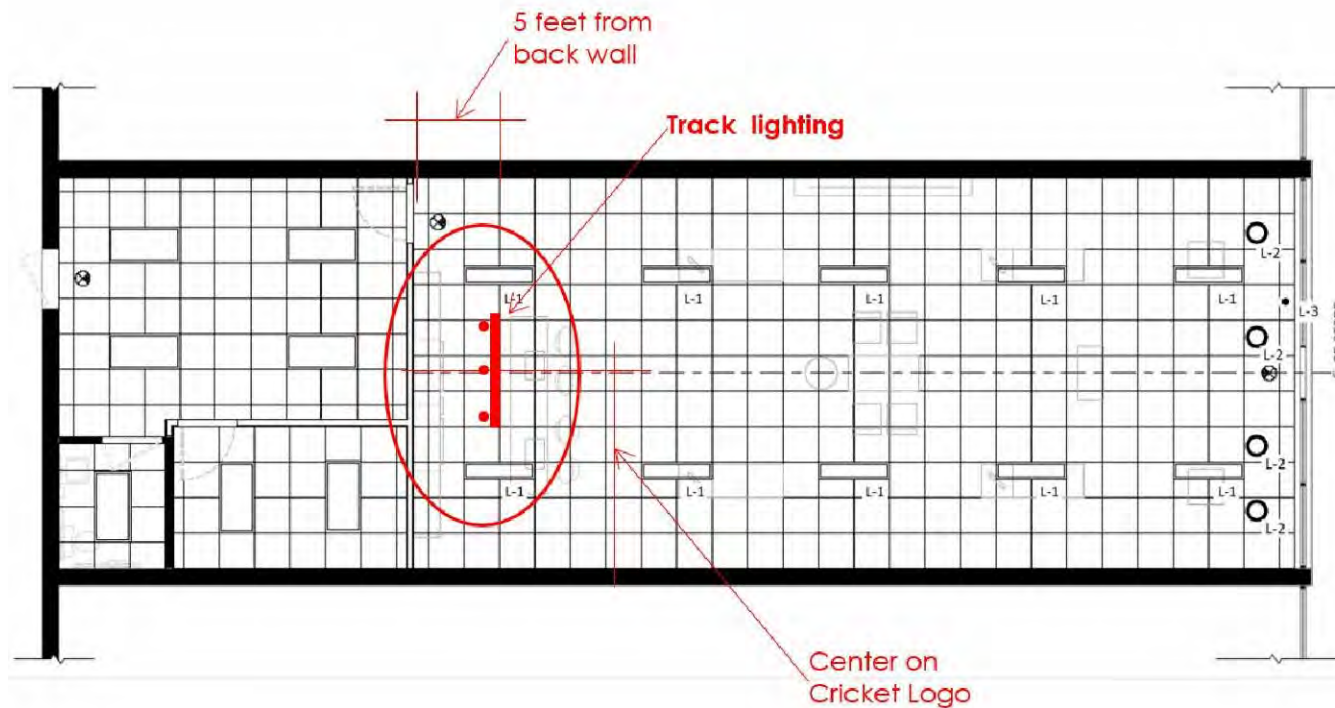
Cricket Wireless

*FINAL CRICKET RETAIL DESIGN PLAN

Lighting – Required

Track lighting is required at the Cricket branded logo wall.
Mount track directly to the suspended or hard ceiling 5'
away from back wall on center of the Cricket logo.
If location has an exposed deck the recommendation is
to mount on a suspended "I" bar at 10' above finished
floor
The specified track lighting and bulbs are available off
the shelf at Home Depot or Lowes hardware stores.

The example Ceiling & Lighting Plan below shows a
prototypical store.



Notes:

Specifications:

All specifications are prototypical. GC should refer to site specific space plan for all power & data locations.

Track:

Hampton Bay 4 ft. White Track Lighting
Track
Model # EC750WH
1 required



Power Feed:

Hampton Bay White Conduit Power
Feed for Linear Track Lighting
Model # EC705WH
1 required



Light Fixture:

Hampton Bay PAR30 75W Perforated
Double Arm Gimbal Fixture
Model #EC934WH
3 required



Bulb:

Philips EcoVantage 53W Halogen
PAR30S Indoor/Outdoor Dimmable
Flood Light Bulb
Model #421438
3 required

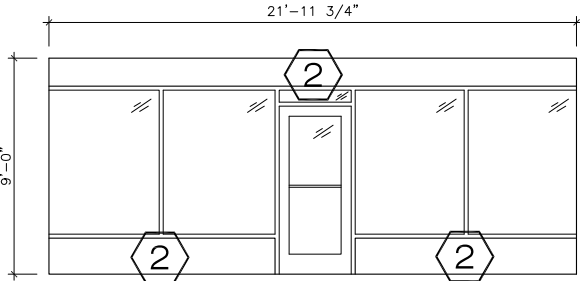


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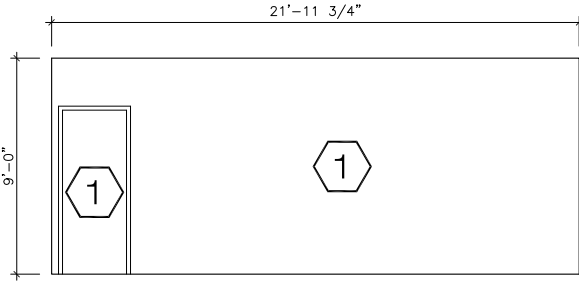
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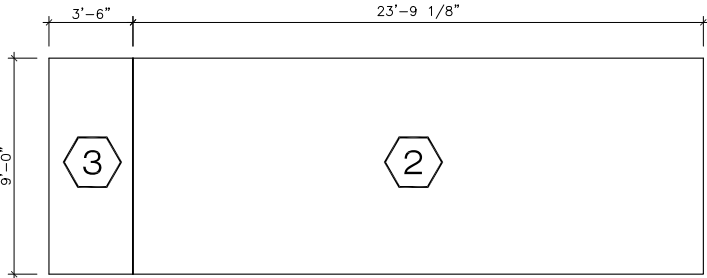
*FINAL CRICKET RETAIL DESIGN PLAN



D FRONT ELEVATION
SCALE: 1/8" = 1'-0"

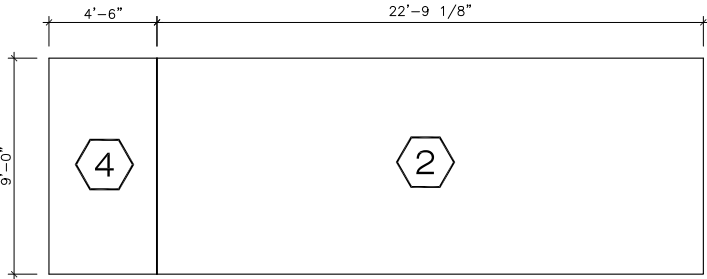


E BACK WALL ELEVATION
SCALE: 1/8" = 1'-0"



F LEFT WALL ELEVATION
SCALE: 1/8" = 1'-0"

FRONT TO BACK



G RIGHT WALL ELEVATION
SCALE: 1/8" = 1'-0"

BACK TO FRONT

Notes: PAINT SCHED

PAINT SPECIFICATIONS:
Cricket paint is available at any local Sherwin-Williams store. The custom paint mix is captured in the Sherwin-Williams database under:

Cricket division of AT&T
Account number: 5530-0478-9
Name/Color

PAINT 1:
Name/Color: Cricket Green
Manufacturer: Sherwin-Williams
Finish: Eggshell

PAINT 2:
Name/Color: Cricket White
Manufacturer: Sherwin-Williams
Finish: Eggshell

PAINT 3:
Name/Color: Cricket Yellow
Manufacturer: Sherwin-Williams
Finish: Eggshell

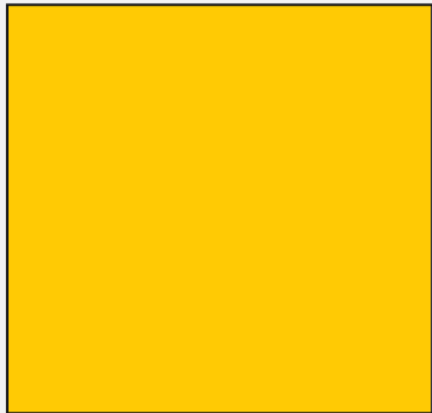
PAINT 4: BLACKBOARD
Name: BLACKBOARD
Manufacturer: Sherwin-Williams
Number: 958-995
Finish: Eggshell

PAINT 5:
Name: Cricket Blue
Manufacturer: Sherwin-Williams
Finish: Eggshell

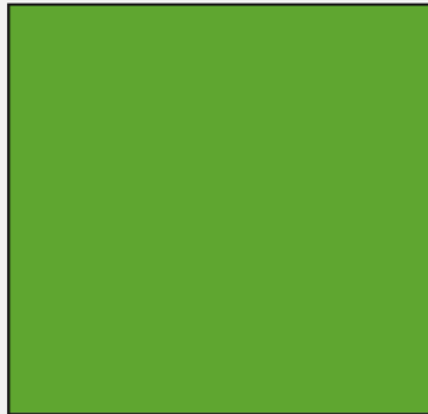
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*FINAL CRICKET RETAIL DESIGN PLAN



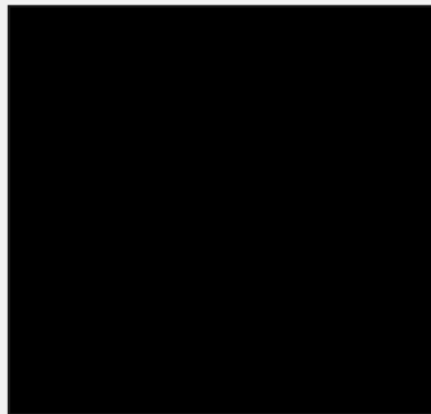
Cricket Yellow



Cricket Green



Cricket White



Chalkboard

Notes: PAINT SCHED

PAINT SPECIFICATIONS:
Cricket paint is available at any local Sherwin-Williams store. The custom paint mix is captured in the Sherwin-Williams database under:

Cricket division of AT&T
Account number: 5530-0478-9
Name/Color

PAINT 1:
Name/Color: Cricket Green
Manufacturer: Sherwin-Williams
Finish: Eggshell

PAINT 2:
Name/Color: Cricket White
Manufacturer: Sherwin-Williams
Finish: Eggshell

PAINT 3:
Name/Color: Cricket Yellow
Manufacturer: Sherwin-Williams
Finish: Eggshell

PAINT 4: BLACKBOARD
Name: BLACKBOARD
Manufacturer: Sherwin-Williams
Number: 958-995
Finish: Eggshell

PAINT 5:
Name: Cricket Blue
Manufacturer: Sherwin-Williams
Finish: Eggshell

Contacts:

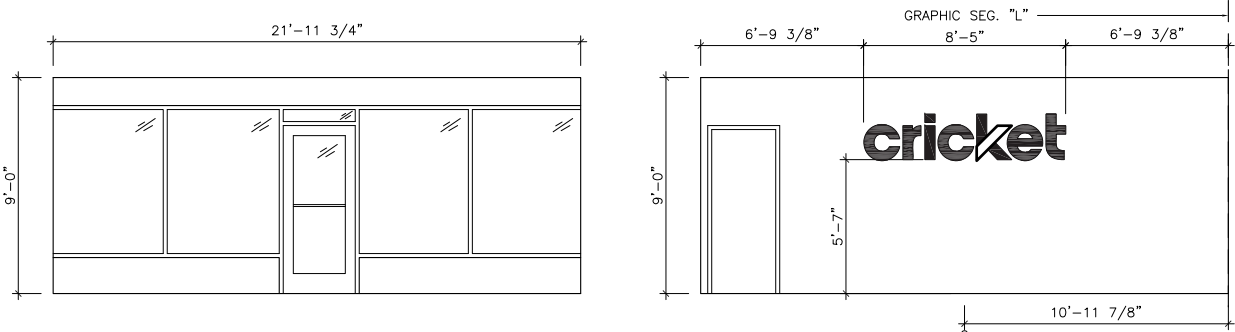
Sheet:

3A

*FINAL CRICKET RETAIL DESIGN PLAN

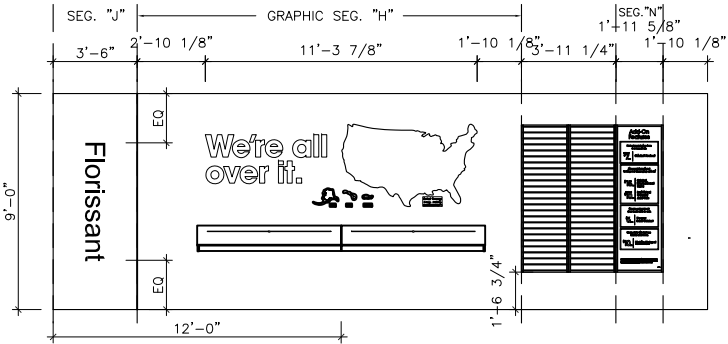
*ACTUAL GRAPHICS MAY DIFFER FROM FINAL INSTALLATION

NOTE: SEE INSTALLATION
INSTRUCTIONS FOR GRAPHIC
PLACEMENT / DIMENSIONS
ABOVE FINISHED FLOOR

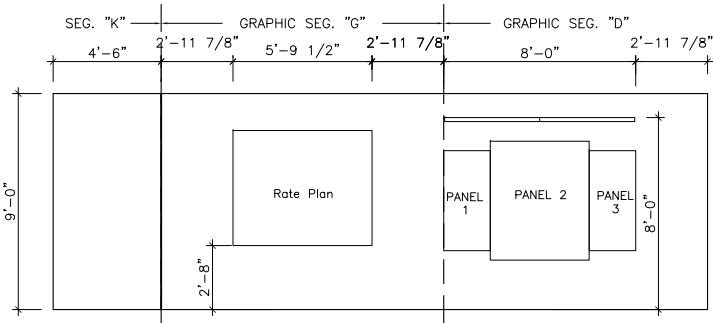


D FRONT ELEVATION
SCALE: 1/8" = 1'-0"

E BACK WALL ELEVATION
SCALE: 1/8" = 1'-0"



F LEFT WALL ELEVATION
SCALE: 1/8" = 1'-0"



G RIGHT WALL ELEVATION
SCALE: 1/8" = 1'-0"

GRAPHIC LEGEND	
QTY	DESCRIPTION
	GRAPHIC SEGMENT "A"
	Happy Cloud Set - 3mm SINTRA
	GRAPHIC SEGMENT "C"
	Phones Graphics -6mm Sintra Letters
	GRAPHIC SEGMENT "D"
1	HRS Right Set Nationwide 4G
1	HRS Right Set Yellow Background
	GRAPHIC SEGMENT "E"
	GRAPHIC SEGMENT "F"
	Heart & Phone Set 3 mm Sintra
	GRAPHIC SEGMENT "G"
1	Magnetic Rate Plan --printed graphic and backer
1	Magnetic Rate Plan Frame
	GRAPHIC SEGMENT "H"
1	Small Footprint Map Board Wall
	GRAPHIC SEGMENT "J"
1	City Locator Letters 6mm Sintra
	GRAPHIC SEGMENT "K"
1	GRAPHIC SEGMENT "L"
1	Cricket Back Wall Letters 24" (Standard)
	GRAPHIC SEGMENT "M"
	HRS Left Set Good Phone Day
	HRS Left Set Skyline Background
	GRAPHIC SEGMENT "N"
1	Wall Accessory Cabinet Graphic

NOTES:

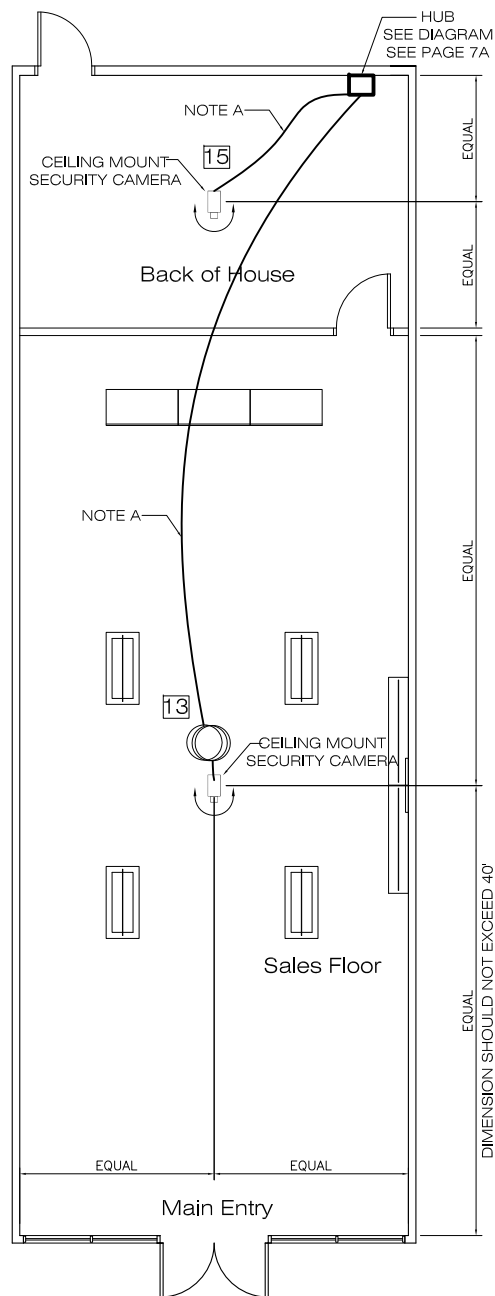
Sheet:

4

STORE #
70175 125

NABALIE INC - 3425 N HIGHWAY 67, FLORISSANT, MO

Cricket Wireless

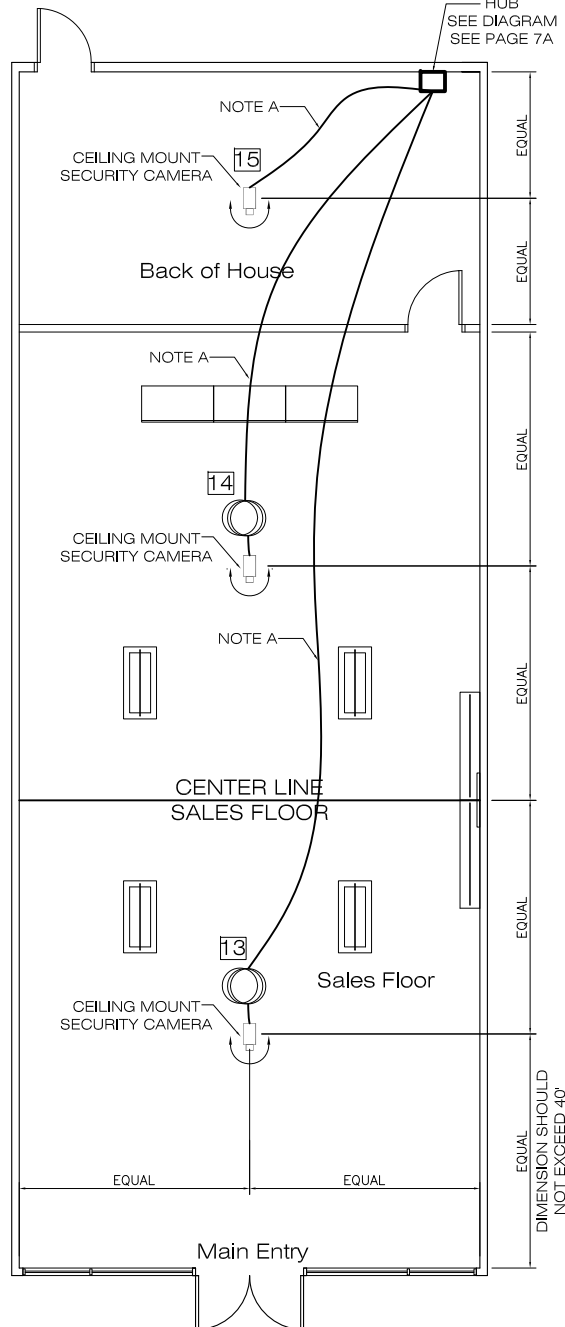


A

Security Camera Plan.

Sales Floor LESS than 1,000 sq. feet

Packet Page 165 of 192



B

Security Camera Plan.

Sales Floor GREATER than 1,000 sq. feet

NOTE:

All cat 5E cables need to be terminated in the back office (MDF room or dedicated wall space)

See page 7A

Use tags to identify all cat 5E cables at termination point.

If a unit is not used in a site, skip the data number for that particular unit

X = CAT 5E TAG NUMBER

NOTE: SEE YOUR SITE SPECIFIC DRAWING PACKAGE FOR LOCATION OF STARE & COMPARE FIXTURE ON WALL.

Camera Deployment:

Sales Floors Less than 1,000 sq. feet.

Sales Floor:

Locate (1) security camera in the center of the sales floor ceiling. If an electrical or mechanical fixture prevents center location, locate camera as close as possible to intended location.

Back of House:

Locate (1) security camera in the center of the Back of House ceiling. Adjust location as required by site conditions. SEE PLAN A THIS SHEET.

Sales Floors greater than 1,000 sq. feet.

Sales Floor:

Determine the over all Center Line of the Sales Floor.

Locate (1) security camera from the centerline of the sales floor forward to the store front wall. Center camera in this area. Locate a 2nd security camera from the centerline of the sales floor to the back wall. Center camera in this area.

If an electrical or mechanical fixture prevents center location, locate camera as close as possible to intended location

Back of House:

Locate (1) security camera in the center of the Back of House ceiling. Adjust location as required by site conditions. SEE PLAN B THIS SHEET.

Notes:

NOTE A:

G.C. to run "home run" cat 5E cables to each camera location.

At Sales Floor camera location, provide 12' of slack cable, coiled in ceiling, for location adjustment as required.

Sheet:

6

principle

2025 Lelandia Cribbs Way, Suite 226
Kennesaw, TN 37138
P 405.602.4058 F 405.602.4154
www.principleglobal.com

All fabric to be attached
on site by site install.
Final connections to be made by
Certified Electrical contractor on site

COPYRIGHT © 2014
The details shown on this drawing are confidential and are the exclusive
property of Principle Global. No part of this drawing may be made without
written permission and it is to be returned to the Principle Group of Companies upon request.

Notes:

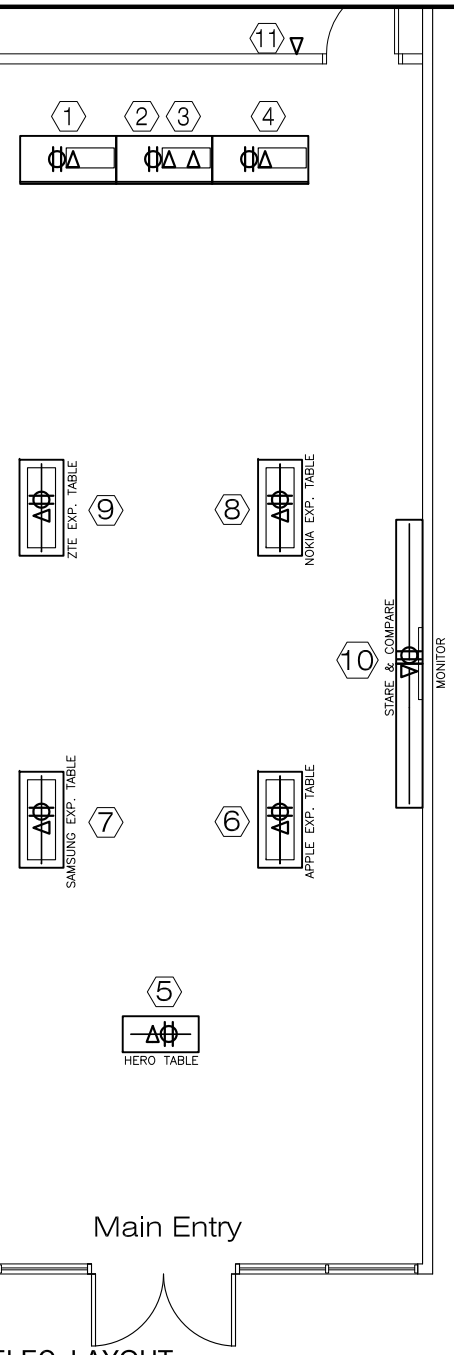
NOTE:
All data runs need to
be terminated in the
back office (MDF room
or dedicated wall space)
See page 7A

Use tags to identify all data
run cables at termination point.

If a unit is not used in a site,
skip the data number for that
particular unit

 = DATA TAG NUMBER

NOTE: SEE YOUR SITE
SPECIFIC DRAWING PACKAGE
FOR LOCATION OF STARE &
COMPARE FIXTURE ON WALL.



A TYPICAL ELEC. LAYOUT

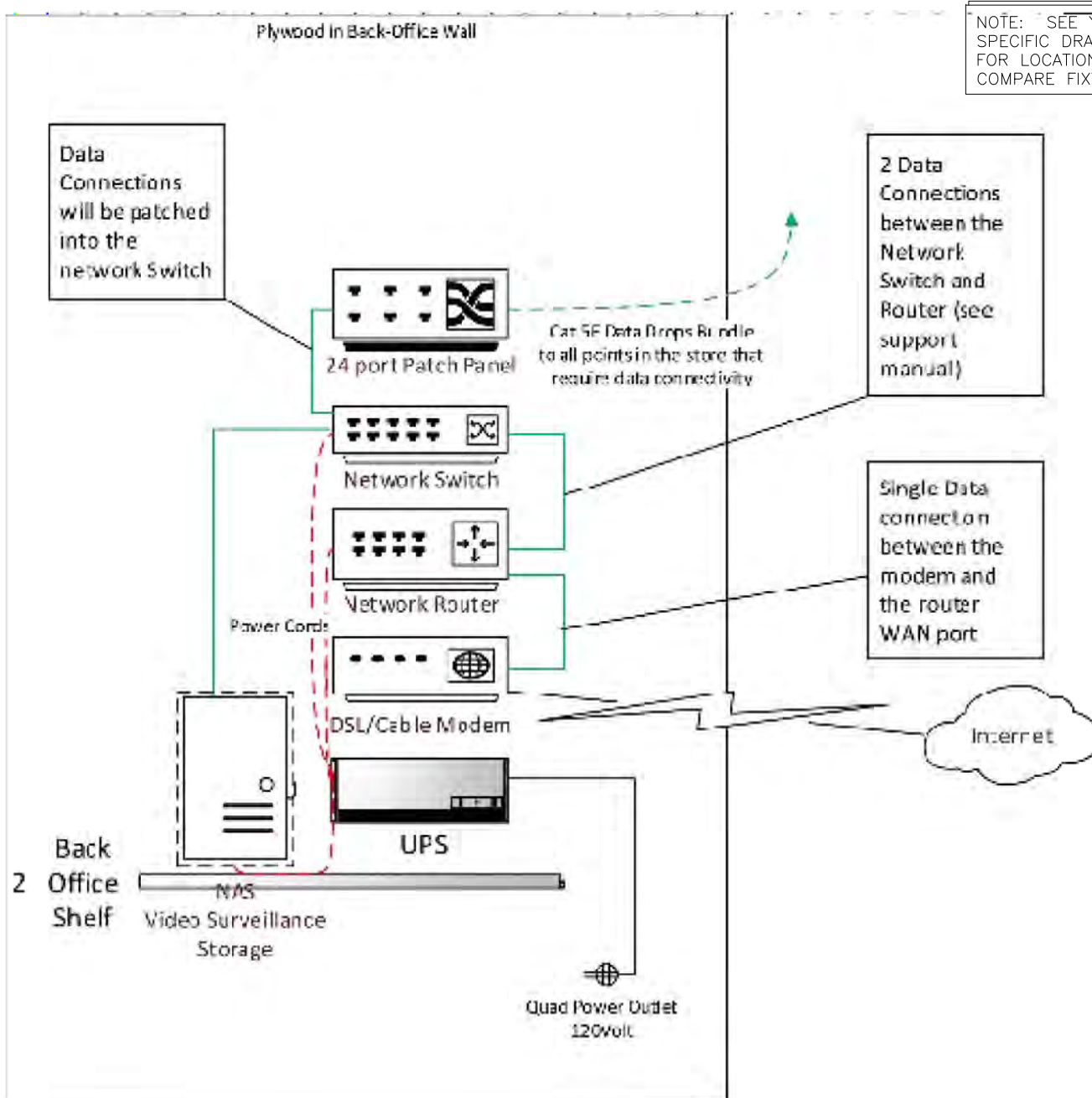
DATA/PHONE PORT SCHEDULE	
TAG #	DESCRIPTION
① ② ④	DATA PORT FOR POINT OF SALE SYSTEM
③	DATA PORT FOR POINT OF SALE PRINTER
⑤	DATA PORT FOR HERO TABLE
⑥ ⑦ ⑧ ⑨	DATA PORT FOR EXPERIENCE TABLE
⑩	DATA PORT FOR STARE AND COMPARE WALL
⑪	PHONE LAND LINE - TYP LOCATION AT DEALER'S DESCRETION IN BACK OF HOUSE

Sheet:

STORE #
70175 125

NABALIE INC - 3425 N HIGHWAY 67, FLORISSANT, MO

Cricket Wireless



MDF Schematic Notes:

DSL Business Class Service with bandwidths greater than 15 MB download and 5 MG upload required.
All runs need to be terminated in the back office (MDF room or dedicated wall space).

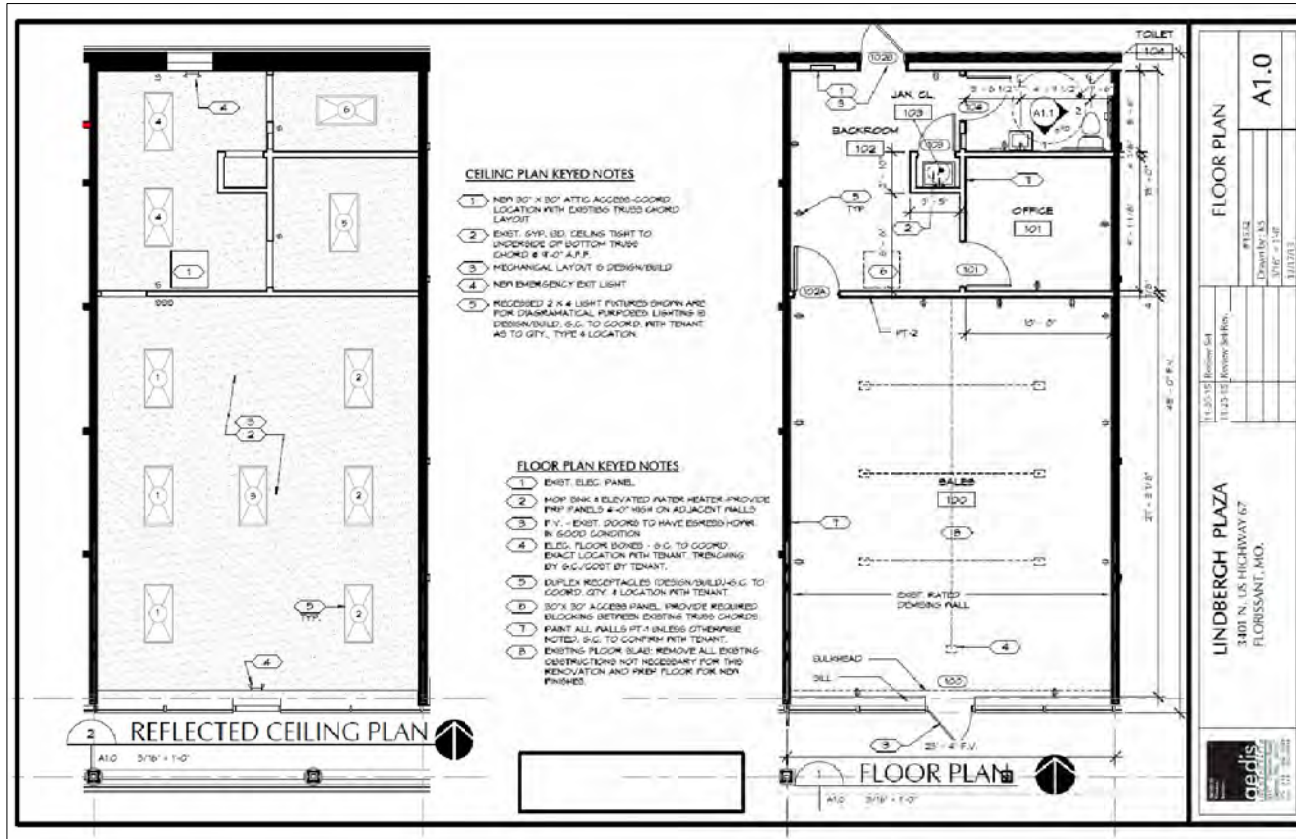
Sheet:

7A

© 2011, Lohman, Cramer, Wray, Dineen & Associates, Inc. 17102 US Highway 67, Florissant, MO 63031
P: 636.972.4684 F: 636.972.4104
www.lcmgroup.com

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1 INTRODUCED BY COUNCILMAN SIAM
2 SEPTEMBER 14, 2020

3
4 BILL NO. 9616

ORDINANCE NO.

5
6 **ORDINANCE TO AUTHORIZE AN AMENDMENT TO B-5 ORDINANCE**
7 **NO. 6266, AS AMENDED, TO ALLOW FOR A NEW TUNNEL CAR**
8 **WASH FOR THE PROPERTY LOCATED AT 3180 N. HIGHWAY 67.**
9

10 WHEREAS, the City Council passed and approved Ordinance No.6266 which
11 authorized a proposed development at 3180 N. Hwy 67; and

12 WHEREAS, the Planning and Zoning Commission of the City of Florissant has
13 recommended to the City Council at their meeting of August 17th, 2020 that Ordinance No. 6266
14 (as amended by Ordinance Nos. 6380, 8064, 8224, 8616, and 8626) to allow for additional
15 'Permitted Uses' in a B-5 Zoning District for the property located at 3180 N Highway 67; and

16 WHEREAS, due and lawful notice of a public hearing no. 20-09-024 on said proposed
17 change was duly published, held and concluded on 14th of September by the Council of the City
18 of Florissant; and

19 WHEREAS, the Council, following said public hearing, and after due and careful
20 deliberation, has concluded that the amendment of Ordinance No. 6266 (as amended by
21 Ordinance Nos. 6380, 8064, 8224, 8616, and 8626), as hereinafter set forth, to be in the best
22 interest of the public health, safety and welfare of the City of Florissant; and

23
24 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
25 FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:
26
27

28 Section 1: 'B-5' Ordinance No. 6266 (as amended by Ordinances Nos. 6380, 8064, 8224, 8616,
29 and 8626), at 3180 N. Highway 67 is hereby amended to allow for a new tunnel carwash in an
30 existing 'B-5' District as depicted by on the attached Cochran drawings 1-4 of 4 dated July 2020
31 and Finkle+Williams Renderings and Elevations, attached, subject to the regulations of the 'B-
32 5' Planned Commercial District, with permitted uses allowed being those within the B-3
33 "Extensive Business District" without a Special Permit, and the following additional
34 requirements:
35

36 The following changes to B-5 ordinance no. 6266, Section 2 are hereby approved:
37

38 Add the following sub-paragraph a) to Section 2, para:
39

40 **1. PERMITTED USES**

41

a)“The uses permitted in this ‘B-5’ Planned Commercial District shall also include a tunnel carwash as shown on the attached plans Cochran drawings 1-4 dated July 2020, Finkle+Williams Renderings and Elevations.

2. FLOOR AREA, HEIGHT AND BUILDING REQUIREMENTS

Add para b. Tunnel carwash shall be 5671 s.f. as depicted on referenced plans.

Paragraph 3 shall be changed to read:

3. PERFORMANCE STANDARDS

Except as otherwise provided herein, the uses within the ‘B-5’ Planned Commercial District identified herein, shall conform to the most restrictive performance standards as set forth in Section 405.135 of the Florissant Zoning Ordinance.

Paragraph 4 shall be replaced with the following paragraph:

4. PLAN SUBMITTAL REQUIREMENTS

A final site development plan shall be submitted to the Building Commissioner to review for compliance to this ordinance and other city ordinances prior to issuance of land disturbance permits or building permits. Final Development Plan shall include improvements as shown on Cochran Plan 1 of 4 dated July 2020, attached.

Paragraph 6. FINAL SITE DEVELOPMENT PLAN CRITERIA:

shall be amended by adding the following paragraphs:

Add to para. c. Minimum Parking/Loading Space Requirements, the following paragraph:

4. There shall be a minimum of **25 stacking spaces** required for the tunnel car wash and 3 spaces for employee parking provided on the property.

Add to para. d. Road Improvements, Access and Sidewalks

Para 1, c. Shall be amended as shown on Cochran Plan 1 of 4 dated July 2020, attached.

Add to para. e. Lighting Requirements.

Para. e. 3. Shall be amended as shown on Cochran Plan 2 of 4 dated July 2020, attached.

Add to para. f. Sign Requirements.

Paragraph; Shall be amended as shown on sign package attached.

i. Miscellaneous Design Criteria.

Add to para h. miscellaneous provisions, para. 4., the following paragraph: “The masonry ordinance requirement shall be excepted only for the Club Carwash outlot project.”

87 Paragraph 8 RECORDING, shall be replaced with the following paragraph:

88 **8. FINAL SITE DEVELOPMENT PLAN**

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

95
96 Paragraphs 11 PROJECT COMPLETION and 12 HOURS OF OPERATION AND
97 DELIVERIES shall be replaced with the following paragraphs:

98
99 **11. AMENDMENTS TO THE SITE AND EXTERIOR BUILDING PLANS:**

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

- 103
104 1. The property owner or designate representative shall submit in writing a request
105 for an amendment to the approved plans. The building commissioner shall
106 review the plans for consistency with the purpose and content of the proposal as
107 originally or previously advertised for public hearing and shall make an advisory
108 determination.
- 109 2. If the building commissioner determines that the requested amendment is not
110 consistent in purpose and content with the nature of the purpose as originally
111 proposed or previously advertised for the public hearing, then an amendment to
112 the special use permit shall be required and a review and recommendation by the
113 planning and zoning commission shall be required and a new public hearing shall
114 be required before the City Council.
- 115 3. If the building commissioner determines that the proposed revisions are
116 consistent with the purpose and content with the nature of the public hearing then
117 a determination of non-necessity of a public hearing shall be made.
- 118 4. Determination of minor changes: If the building commissioner determines that an
119 amendment to the special use permit is not required and that the changes to the
120 plans are minor in nature the Building Commissioner may approve said changes.
- 121 5. Determination of major changes: If the Building Commissioner determines that
122 an amendment to the 'B-5' is not required but the changes are major in nature,
123 then the owner shall submit an application for review and approval by the
124 Planning and Zoning commission.

125
126 **12. VERIFICATION PRIOR TO OCCUPANCY PERMIT**

127 No changes.

128
129 **13. GENERAL DEVELOPMENT CONDITIONS.**

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

133

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

137

138 **14. PROJECT COMPLETION.**

139 Tunnel carwash project shall be commenced within 120 days of the issuance of
140 permits and shall be completed within 1 year from beginning of work.

141

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

144

145 Adopted this _____ day of _____, 2020.

146

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Keith Schildroth
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 SEPTEMBER 14, 2020

3
4 BILL NO. 9617

ORDINANCE NO.

5
6 **ORDINANCE AUTHORIZING A SPECIAL USE PERMIT FOR THE**
7 **EXPANSION OF A CONVENIENCE STORE WITH LIQUOR FOR THE**
8 **PROPERTY LOCATED AT 1763-1765 N. NEW FLORISSANT ROAD.**
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 convenience stores in the City of Florissant; and

13 WHEREAS, an application has been filed by MA UMIYA, LLC d/b/a Mini Market 4 or
14 the operation of a package liquor store operating as a retail wine and spirits establishment located
15 at 3425 N. Hwy 67; and

16 WHEREAS, the Planning and Zoning Commission at their meeting August 17th, 2020,
17 recommended that a Special Permit be granted; and

18 WHEREAS, due notice of public hearing no. 20-09-25 on said application to be held on
19 the 14th of September, 2020 at 7:30 P.M. by the Council of the City of Florissant was duly
20 published, held and concluded; and

21 WHEREAS, the Council, following said public hearing, and after due and careful
22 consideration, has concluded that the issuance of a Special Permit for convenience store would
23 be in the best interest of the City of Florissant.
24

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

28 Section 1: Special Use to allow for a Convenience Store with Package Liquor Sales located at
29 1763-1765 N. New Florissant Rd (Mini Market 4) in a 'B-3' Extensive Business District as shown on
30 plans ZP-1, ZP-2, both dated 7/27/20 by John Zekind, PE and attached hereto.
31

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

34 Adopted this ____ day of _____, 2020.

35
36 _____
37 Keith Schildroth
38 President of the Council

39 Approved this ____ day of _____, 2020.

40
41 _____
42 Timothy J. Lowery
43 Mayor, City of Florissant

44 ATTEST:

45
46 _____
47 Karen Goodwin, MPPA/MMC/MRCC
City Clerk

1 INTRODUCED BY COUNCILMAN SCHILDROTH
2 SEPTEMBER 14, 2020
3

4 BILL NO. 9618

ORDINANCE NO.

5
6 **ORDINANCE AUTHORIZING AN AMENDMENT TO TITLE IV**
7 **“LAND USE”, ARTICLE IV “DISTRICT REGULATIONS”,**
8 **SECTION’S 405.035, 405.115 SUBSECTION B, 405.120, SUBSECTION B**
9 **AND 405.125, SUBSECTION B, TO ALLOW STATE LICENSED**
10 **BARBER AND COSMETOLOGY SCHOOLS AS A “PERMITTED USE”**
11 **IN B ZONING DISTRICTS.**
12

13 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
14 OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:
15

16 Section 1: Section 405.035 “Definitions” is hereby amended by adding a definition of :

17 **Section 405.035 Definitions**
18

19 **BARBER, BEAUTY OR COSMETOLOGY SCHOOL**

20 A facility who holds themselves out as providing educational services, duly
21 licensed by the Missouri State Board of Cosmetology and Barber Examiners for a
22 Barber School, Cosmetology School or Crossover School.
23

24 Section 2: Section 405.115 “B-1” Local Shopping District, Subsection B “Permitted
25 Uses” is hereby amended by adding “Barber, Beauty and Cosmetology Schools” as a Permitted
26 Use and renumbering accordingly.

27 Section 3: Section 405.120 “B-2” Central Business District, Subsection B “Permitted
28 Uses” is hereby amended by adding “Barber, Beauty and Cosmetology Schools” as a Permitted
29 Use and renumbering accordingly.

30 Section 4: Section 405.125 “B-3” Extensive Business District, Subsection B “Permitted
31 Uses” is hereby amended by adding “Barber, Beauty and Cosmetology Schools” as a Permitted
32 Use and renumbering accordingly.

33 Section 5: This ordinance shall be in full force and effect immediately upon its passage
34 and approval as provided by law.

35 Adopted this _____ day of _____, 2020.

36
37 _____
38 Keith Schildroth
39 President of the Council

40 Approved this _____ day of _____, 2020.

41
42
43
44
45
46
47
48

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk

Timothy J. Lowery
Mayor

1 INTRODUCED BY COUNCILMAN SIAM
2 SEPTEMBER 14, 2020

3
4 BILL NO. 9619

ORDINANCE NO.

5
6 **ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE**
7 **PERMIT NO. 8607 FROM HERTZ CORPORATION TO TRAVERS**
8 **AUTO PLAZA FOR AN AUTO RENTAL BUSINESS FOR THE**
9 **PROPERTY LOCATED AT 1285 N HWY 67.**
10

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

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

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

19 WHEREAS in August of 1992 Enterprise leasing was granted Special Use Permit no.
20 5383 for the installation and maintenance of a pole sign; and

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

23 WHEREAS in January of 2000, Ordinance no. 6365 was passed to transfer ordinances
24 5291, 5358, 5383 and 5476 From Enterprise Leasing to Elite Car Sales Inc.; and

25 WHEREAS In July of 2013, ordinance no. 7978 was passed to transfer ordinance no
26 5291 as amended and transferred to Hertz Car Sales LLC; and

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

29 WHEREAS in March of 2020, ordinance no. 8607 was passed to transfer Special Use
30 Permit no. 8463 the Hertz Corporation; and

31 WHEREAS, an application has been submitted by Travers Auto Plaza to transfer the
32 Special Use Permit authorized by Ordinance No. 8607 as transferred, to its name; and

33 WHEREAS, the City Council of the City of Florissant determined at its meeting on
34 September 14, 2020 that the business would be operated in substantially identical fashion as set
35 out herein; and

WHEREAS, Travers Auto Plaza has accepted the terms and conditions set out in Ordinance No. 8607 as transferred from the original ordinance no. 5291.

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

Section 1: The Special Use Permit authorized by Ordinance No. 8607, as transferred from the original Special Use Permit no. 5291 is hereby transferred from transferred from The Hertz Corporation to Travers Auto Plaza to allow for an auto rental business located at 1285 N. Hwy 67.

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

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

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

Adopted this ____ day of _____, 2020.

Keith Schildroth
Council President

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 SEPTEMBER 14, 2020

3
4 BILL NO. 9620

ORDINANCE NO.

5
6 **ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE**
7 **PERMIT NO. 8050 FROM CNMS, LLC D/B/A FIREHOUSE SUBS TO**
8 **WANJALA CAPITAL II, LLC FOR THE OPERATION OF A**
9 **RESTAURANT LOCATED 2312 N. HWY 67.**

10
11 WHEREAS, the Florissant Zoning Ordinance authorizes the Council of the City of
12 Florissant, by Special Use Permit, after public hearing thereon, to permit the location of a
13 restaurant; and

14 WHEREAS, Jets Midwest LLC d/b/a Quizno's Classic Subs was granted Special Use
15 Permit no. 6231 in February of 1999 for the location of a restaurant located at 2312 N. Hwy 67,
16 and

17 WHEREAS In June of 2014, ordinance no. 8050 was passed to transfer ordinance no
18 6231 and transferred to CNMS, LLC d/b/a Firehouse Subs; and

19 WHEREAS, an application has been submitted by Wanjala Capital II, LLC to transfer the
20 Special Use Permit authorized by Ordinance No. 8607 as transferred, to its name; and

21 WHEREAS, the City Council of the City of Florissant determined at its meeting on
22 September 14, 2020 that the business would be operated in substantially identical fashion as set
23 out herein; and

24 WHEREAS, Wanjala Capital II, LLC has accepted the terms and conditions set out in
25 Ordinance No. 8050 as transferred from the original ordinance no. 6231.

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

29
30
31 Section 1: The Special Use Permit authorized by Ordinance No. 8050, as transferred
32 from the original Special Use Permit no. 6231 is hereby transferred from transferred from from
33 CNMS, LLC d/b/a Firehouse Subs to Wanjala Capital II, LLC for the operation of a restaurant
34 located 2312 N. Hwy 67.

35 Section 2: The terms and conditions of said Special Permit authorized by Ordinance No.
36 6231 shall remain in full force and effect.

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

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

Adopted this ____ day of _____, 2020.

Keith Schildroth
Council President

Approved this ____ day of _____, 2020.

Timothy J. Lowery
Mayor, City of Florissant

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk

1 INTRODUCED BY COUNCIL AS A WHOLE
2 SEPTEMBER 14, 2020

3
4 BILL NO. 9621

ORDINANCE NO.

5
6 **AN ORDINANCE AMENDING TITLE II, SECTION 210.720 OF THE**
7 **FLORISSANT CODE OF ORDINANCES RELATING TO**
8 **OBSTRUCTING PUBLIC PLACES.**
9

10
11 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
12 OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:
13

14 Section 1: Section 210.720 "Obstructing Public Places" is hereby shall be deleted in its
15 entirety and replaced with the following:
16

17 **Section 210.720 Obstructing Public Places.**

18 A. *Definition.* The following term shall be defined as follows:

19 **PUBLIC PLACE**

20 Any place to which the general public has access and a right of resort for business,
21 entertainment or other lawful purpose, but does not necessarily mean a place devoted solely
22 to the uses of the public. It shall also include the front or immediate area of any store, shop,
23 restaurant, tavern or other place of business and also public grounds, areas or parks.

24 B. It shall be unlawful for any person to stand or remain idle either alone or in consort with
25 others in a public place in such manner so as to knowingly and actually:

26 1. Obstruct any public street, public highway, public sidewalk or any other public place or
27 building by hindering or impeding the free and uninterrupted passage of vehicles, traffic or
28 pedestrians;

29 2. Commit in or upon any public street, public highway, public sidewalk or any other public
30 place or building any act or thing which is an obstruction or interference to the free and
31 uninterrupted use of property or with any business lawfully conducted by anyone in or upon
32 or facing or fronting on any such public street, public highway, public sidewalk, or any
33 other public place or building, all of which prevents the free and uninterrupted ingress,
34 egress and regress, therein, thereon and thereto;

35 3. Obstruct the entrance to any business establishment, without so doing for some lawful
36 purpose, if contrary to the expressed wish of the owner, lessee, managing agent or person in
37 control or charge of the building or premises.

C. When any person causes or commits any of the conditions in this Section, a Police Officer or any Law Enforcement Officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who knowingly fails or refuses to obey such orders shall be guilty of a violation of this Section.

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

Adopted this _____ day of _____, 2020.

Keith Schildroth
President of the Council

Approved this _____ day of _____, 2020.

Timothy J. Lowery
Mayor

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk

1 INTRODUCED BY COUNCILMAN MULCAHY
2 SEPTEMBER 14, 2020

3
4 BILL NO. 9622

ORDINANCE NO.

5
6 **AN ORDINANCE AMENDING TITLE III OF THE FLORISSANT CITY**
7 **CODE, SCHEDULE XIII “PARKING PROHIBITED AT ALL TIMES ON**
8 **CERTAIN STREETS” BY ADDING THERETO PORTIONS OF**
9 **JEFFERSON AND ST. ANTOINE.**

10
11 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS
12 COUNTY, MISSOURI, AS FOLLOWS:

13
14 Section 1: Title III of the Florissant City Code, Schedule XIII “Parking
15 prohibited at all times on certain streets” is hereby amended by adding the
16 following:

17
18 **Jefferson at St. Antoine** *both sides for a distance of 30 ft from the intersection.*

19
20 **St. Antoine at Jefferson** *both sides for a distance of 30 ft from the intersection.*

21
22
23 Section 3: This ordinance shall become in force and effect immediately upon its
24 passage and approval.

25
26 Adopted this _____ day of _____, 2020.

27
28
29
30 _____
31 Keith Schildroth
32 President of the Council
33 City of Florissant

34
35 Approved this _____ day of _____, 2020.

36
37
38
39 _____
40 Timothy J. Lowery
41 Mayor, City of Florissant

42 ATTEST:

43
44 _____
45 Karen Goodwin, MPPA/MMC/MRCC
46 City Clerk

CITY OF FLORISSANT

MEMO

TO: Councilman Patrick Mulcahy DATE: August 19, 2020

THRU: Mayor Timothy Lowery

THRU: Todd Hughes
Director of Public Works

FROM: Jason Timme
Street Superintendent



SUBJECT: Request to Place Stop Signs on Jefferson at St. Antoine
to Create a Four-Way Intersection

The Traffic Commission has reviewed the request to place stop signs on Jefferson at St. Antoine to create a four-way stop intersection at the August 11, 2020 meeting. The Traffic Commission made a recommendation not to place stop signs on Jefferson at St. Antoine since it does not meet the criteria of the stop sign warrant; however, a motion was made to place no parking signs on all four corners on both sides of the street 30 feet back from the stop signs, and to place cross traffic does not stop under the stop signs on St. Antoine (see attached Minutes, Item 05/20).

FLORISSANT CITY COUNCIL

AGENDA REQUEST FORM

8/19/2020

Mayor's Approval:

Agenda Date Requested: 8/31/20

Description of request: Request to restrict parking on Jefferson at St. Antoine
on all four corners in each direction 30 feet back from the intersection.

Department: Street

Recommending Board or Commission: Traffic Commission

Type of request:

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

Back up materials
attached:

Minutes	X
Maps	
Memo	
Draft Ord.	

Back up materials
needed:

Minutes	
Maps	
Memo	
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: _____

The next one is Clark and it's the same thing. There are stop signs on Clark and nothing on St. Denis. But then you start the four-way at Lafayette, the four-way at Jefferson, there is a two-way at St. Jacques, a four-way at St. Jean, a four-way at St. Pierre and then you hit St. Ferdinand. Officer Kiefer said the resident lives kind of right in the middle of that stretch where there aren't stop signs on St. Denis. He said you go about four blocks before you wind up with a stop sign on St. Denis itself.

Motion was made by Greg Keil to make a recommendation not to place stop signs on St. Denis since the data does not support the need for stop signs. Motion was seconded by Teri Reiter. On the roll call the commission voted: Donna Smith-Pupillo – yes, Don Adams – yes, Greg Keil – yes, Teri Reiter – yes, Pete Fischer – yes, Zach Schneider – no, and Kim Redden – yes. Motion carried. Item 03/20 was dropped from the Agenda.

UNDER NEW BUSINESS:

**05/20 REQUEST TO PLACE STOP SIGNS ON JEFFERSON AT ST. ANTOINE TO
CREATE A FOUR-WAY STOP INTERSECTION
Denied – Alternate Solution was Approved
Ward 6**

Request was made to place stop signs on Jefferson at St. Antoine to create a four-way stop intersection. See e-mail from Councilman Mulcahy, July 5, 2020. Chris Steinmetz, 605 St. Antoine Street, introduced himself. He said he is not for putting stop signs all around every street because it is a pain and you are not going to stop. People are going to roll through them and do all that. He said here is the exception with this four-way intersection. Hendel's Restaurant is right there on the corner. He said he lives at corner of St. Antoine and Jefferson.

The issue is that on any given night that they are open, except for Monday night, the only place to park outside of the very small parking lot is on Jefferson at all four corners. Jefferson at St. Antoine, all four corners, have vehicles on both sides of the street. He said you have stop signs east and westbound on St. Antoine Street. When you pull up to the stop sign, if you have an SUV or a van parked on any one of the corners, you cannot see the traffic coming down the hill. As people pull out, and the people heading down north on Jefferson Street going toward Lindbergh, they don't see the vehicle on the side street, east and westbound. When the cars are parked on both sides of the street only one vehicle can get up and down Jefferson Street. He said people speed through there and people at the stop signs pull out, or they don't stop. He said he sits in his yard or his living room and just watches two or three nights a week where people are swerving or slamming on brakes. He said there haven't been any accidents as of late, but obviously things have been a little quieter for the last few months. He said the main issue is it's a blind intersection because you have cars parked on both sides of the street. He said on the days the restaurant is not open, cars and motorcycles just fly down the street. He said his other argument would be, not from the restaurant point of view, but in that part of Old Town there is a heavy, heavy traffic walking area. He said people, kids and animals are just out walking. He said he doesn't have any data for us, and there haven't been any of the speed detectors or anything, but just for the fact that it is a blind corner makes it extremely dangerous and that's all 100 percent because of the restaurant. Kim Redden said that she knows someone who works there and on occasion she has had to take him and pick him up. She said she knows exactly what he is talking about right there at the intersection of Jefferson and St. Antoine. She said it is very hard to see as you are coming northbound. She said when she went through there today there were no cars

there, but the person that was coming from the Hendel's direction was going rather quickly and she could not see them. She said she almost hit them. She said she is understanding what Mr. Steinmetz is saying. She said when Hendel's re-opens on a more consistent basis this is a problem. Teri Reiter asked if stop signs are going to fix the problem or should we do something more like not letting them park that close to the curb. Kim Redden said they are not supposed to legally. Teri Reiter said therein lies the problem. They are parking too close to the intersection. Mr. Steinmetz said if you know that area right there, they redid some of the streets over there, but from the stop sign at Jefferson and St. Antoine up to Hendel's has not been redone. It is one of the very narrow streets and if there is one car parked on each side, there is only room for one vehicle to get through there. He said the people who live in Old Town and live around there, everybody is stopping at a stop sign, but the rest of the people don't stop at the two stop signs going east and westbound. They roll or just go straight through. He said he is surprised someone hasn't been killed there yet. Teri Reiter said she is not sure stop signs are going to fix the problem there. Don Adams asked when people are parked on the side streets, are they parked right at the corner per se, or are they parked right at the stop sign. In other words, if we were to put up no parking signs 15 or 20 feet back from the stop sign that would allow some line of sight right there. Mr. Steinmetz said no because there is no stop sign on Jefferson. Don Adams said but we would put no parking signs 15 or 20 feet back on all four corners. He said he cannot comprehend why they allow parking on both sides of that street. He said what he is getting at is if you have no parking signs on every corner back 15 or 20 feet, that should allow people to be able to see that intersection a little better. Mr. Steinmetz said that would certainly help. Several people said that would be a better solution than stop signs. Zach Schneider said he also has a

suggestion. He said on the same post as the stop sign, put a sign that says cross traffic does not stop. He said he has seen those signs around. He said that gives them no excuse to not know that those cars are not going to stop when they cross over St. Antoine. Don Adams said that was a great idea, but you are still going to have the problem of blind spots. He said you're not supposed to park within 30 feet of a stop sign anyway. Kyle Rachow said that typically most of our areas that have no parking from here to corner is usually about 50 feet. Teri Reiter said she gets it. Parking is an issue. Zach Schneider asked if they are having a problem at other intersections around Hendel's. He was told that the next intersection is a four-way stop because of the school. Mr. Steinmetz said the narrowest restriction is at Hendel's. Teri Reiter said the alternative is to make it no parking on that one side from Hendel's down to Lindbergh. Mr. Steinmetz said there is one corner, which is in front of his house, it's the only spot they don't park because there is a fire hydrant there. He said people do park back from the fire hydrant, but that is the only spot that they don't park up to the corner. Don Adams said we could put up no parking signs and see how that works. Officer Kiefer said any kind of signs would help. He said there are parking issues for Hendel's. He said they are located in Old Town and there are parking issues for everyone that lives there. He said he is not saying that it won't work, but it is worth a try. He said we could start there before we address the stop sign issue. Mr. Steinmetz was asked if he thought this would alleviate the problem or does he want a stop sign. Mr. Steinmetz said he is not here to tell anybody what to do. He said ideally if we can clear the corners, that would make a huge difference. He said even when you squeeze one vehicle coming down the hill northbound, people are still speeding through there which makes no sense to him, because if someone opens their door, now you've got another problem. Zach Schneider said to he would put signs on all

four corners of each street on both sides. He asked how far back do we want to put those signs. Kyle Rachow said we already have no parking 30 feet from the stop signs. It was stated that there is not a sign there and people are going to park there anyway to the very edge. If we do this we don't need an ordinance because we already have one. We can just put the signs up. Kyle Rachow said that if you go any further than that then you would have to create an ordinance on how many feet you actually want to go outside of that 30 feet. He said typically on average, almost all of what he can remember or can recall, is that any here to corners are 50 feet. He said if you want to match what everyone else is doing on no parking from here to corner he believes it is 50 feet. Everyone agreed that 50 feet is a lot. Teri Reiter said that would be a good thing, but how many car lengths is that. She was told it is about two car lengths. She said that is two cars on each side on each street. You will be taking away parking for about eight cars. Zach Schneider said he thinks 30 feet would work. He asked if we can put up signs that say no parking from here to corner 30 feet or does it have to be 50 feet. Kyle Rachow said you would put that sign at that 30 foot mark with an arrow. Zach Schneider said he would like to put eight no parking here to corner signs in every single direction at that intersection and he would also like to propose that we put a cross traffic does not stop sign underneath the stop sign on St. Antoine. Mr. Steinmetz said he just wanted to remind everyone that the corner with the fire hydrant is not an issue because no one parks near that stop sign. Kyle Rachow said as of now, but when you put up no parking signs, they are going to start pushing it.

Motion was made by Zach Schneider to make a recommendation not to place stop signs on Jefferson at St. Antoine since it does not meet the criteria of the stop sign warrant. However, he made a motion to place no parking signs on all four corners on both sides of the street 30 feet

back from the stop signs, and to place cross traffic does not stop signs under the stop signs on St. Antoine. Motion was seconded by Pete Fischer. On the roll call the commission voted:

Donna Smith-Pupillo – yes, Don Adams – yes, Greg Keil – yes, Teri Reiter – yes,

Pete Fischer – yes, Zach Schneider – yes, and Kim Redden – yes. Motion carried. Item 05/20 was dropped from the Agenda.

NOTE: Since there are no stop signs on Jefferson at St. Antoine, request an ordinance to prohibit parking on all four corners in each direction 30 feet back from the intersection.

**06/20 REQUEST TO PLACE STOP SIGNS ON MEADOWGRASS AT HARNESS OR
CLASSIC
Denied
Ward 8**

Request was made to place stop signs on Meadowgrass at Harness or Meadowgrass at Classic to slow down speeding traffic. See e-mail from Councilman Parson, July 8, 2020. Zach Schneider said he went over there yesterday just to take a look around. He said it is a street between St. Catherine and Parker. He said there are no stop signs at all the entire length of that street on Meadowgrass. He said he didn't see much traffic at all. He said as a matter fact, he sat there and only one other car came by. He said he sat there about 15 minutes which is not a very long time, but just the time he was there he didn't see anything. Greg Keil asked if there was a speed monitor there. He said there is a speed limit sign and something below it says "Your speed is", but it was turned off. Officer Kiefer said he would have to look. He is not assigned to that area but he can find out. Greg Keil said it is a small sign and it is in the direction going from St. Catherine to Parker. He said it sits on a sign post right below a speed limit sign. He said when he passed it, it was off. It didn't display anything when he was there. Pete Fischer said

MaryAnn Fitzpatrick

Item 05/20

From: Todd Hughes
Sent: Monday, July 6, 2020 8:49 AM
To: MaryAnn Fitzpatrick
Subject: FW: Stop sign- Ward 6

Please put on traffic commission agenda.
Todd Hughes

From: Cheryl Entwistle
Sent: Monday, July 6, 2020 8:47 AM
To: Todd Hughes <THughes@florissantmo.com>
Subject: FW: Stop sign- Ward 6

Hi
See email request below.
Thanks
Cheryl

From: Karen Goodwin
Sent: Monday, July 6, 2020 7:52 AM
To: Cheryl Entwistle <centwistle@florissantmo.com>
Subject: FW: Stop sign- Ward 6

Sent from Mail for Windows 10

From: Ward 6
Sent: Sunday, July 5, 2020 6:25 PM
To: Karen Goodwin
Subject: Fw: Stop sign

Karen,

Can this be forwarded to the Police Department or Traffic Commission for possible review?

Thank you,

Patrick

From: Jaime Steinmetz <jabernard77@yahoo.com>
Sent: Saturday, July 4, 2020 8:50 PM
To: Ward 6 <ward6@florissantmo.com>
Subject: Stop sign

Is there any way possible to have a stop sign placed on the corner of Jefferson and saint Antoine street? We have witnessed multiple close calls with people assuming Jefferson traffic has to stop.

Jaime Steinmetz
Sent from my iPhone