



## FLORISSANT CITY COUNCIL AGENDA

City Hall

955 rue St. Francois

Monday October 12, 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](mailto:kgoodwin@florissantmo.com) prior to 3 pm on Monday October 12, 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 October 12, 2020 to [kgoodwin@florissantmo.com](mailto: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 October 12, 2020. If you need additional assistance please contact the City Clerk at [kgoodwin@florissantmo.com](mailto: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 September 28, 2020

***IV. HEARING FROM CITIZENS***

***V. COMMUNICATIONS***

***VI. PUBLIC HEARINGS***

20-10-028 Budget Message Proposed Budget	Public Hearing on the proposed budget for the City of Florissant including the General Revenue Fund, the Capital Improvement Fund, the Park Improvement Fund, the Street Improvement Fund, the Sewer Lateral Fund, the Property Revitalization Fund, the Property Maintenance Fund, the Public Safety Fund and the Court Building Fund for the Fiscal Year beginning December 1, 2020.	Staff
20-10-029 (Ward Application Staff Rept Plans	Request to approve a final subdivision plat for the property located at 3159 N. Hwy 67. (Planning & Zoning recommended approval on September 21, 2020)	Joe Pflieger
20-10-030 (Ward Application Staff Rept Plans	Request to authorize a Special Use Permit to allow for an Event Center establishment in a B-3 Extensive Commercial District for the property located at 3421 N. Hwy 67. (Planning & Zoning recommended approval on September 21, 2020)	Salean Williams

***VII. OLD BUSINESS***

***A. BILLS FOR SECOND READING***

9623	Ordinance authorizing an amendment to B-5 Ordinance no. 7657, as amended, to allow for the redevelopment of a new banking facility for the property located at 2895 N. Hwy 67.	Siam
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**VIII. NEW BUSINESS**

**A. BOARD APPOINTMENTS**

**B. REQUESTS**

Special Use Transfer (Ward 2)	Request to transfer special use permit no. 6678 from Kids Enterprises d/b/a St. Louis Pizza & Wings to Jive Turkey Eats, LLC for the operation of a carry-out/delivery restaurant located 739 A North Highway 67.	Cedric Powell
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**C. BILLS FOR FIRST READING**

9627	Ordinance to approve a final subdivision plat of the Flower Valley Shopping Center plat for the property located at 3159 N. Hwy 67.	Siam
9628	Ordinance to authorize a Special Use Permit to allow for an Event Center establishment in a B-3 Extensive Commercial District for the property located at 3421 N. Hwy 67.	Siam
9629	Ordinance authorizing a transfer of \$18,000 from account no. 08-5-08-61000 "Capital Additions" to account no. 08-5-08-33020 "Ice/Snow Removal" to allow for Ice and Snow removal expenditures.	Schildroth
9630	Ordinance Amending Title III "Traffic Code" of the Florissant City Code, Schedule III "Stop Intersections" Table III-D "Four-Way Stops" by adding thereto Jefferson Street at St. Antoine Street.	Mulcahy
9631	Ordinance transfer special use permit no. 6678 from Kids Enterprises d/b/a St. Louis Pizza & Wings to Jive Turkey Eats for the operation of a carry-out/delivery restaurant located 739 A North Highway 67.	Manganelli

**IX. COUNCIL ANNOUNCEMENTS**

**X. MESSAGE FROM THE MAYOR**

**XI. ADJOURNMENT**

**THIS AGENDA WAS POSTED AT THE FLORISSANT CITY HALL AND ON THE CITY WEBSITE AT FLORISSANTMO.COM ON OCTOBER 9, 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, OCTOBER 12TH, 2020.**

# CITY OF FLORISSANT



## COUNCIL MINUTES

September 28, 2020

Due to the Coronavirus (COVID-19) Pandemic, the Florissant City Council met in a virtual meeting through a Zoom platform on Monday, September 28, 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: Pagano, Parson, Siam, Harris, Manganelli, Eagan, Caputa, Schildroth and Mulcahy. 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 Siam moved to approve the City Council Minutes of September 14, 2020, seconded by Manganelli. Motion carried.

The next item on the Agenda was *Hearing from Citizens* of which there were none.

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

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

The City Clerk reported that Public Hearing #20-09-027 to issue an amendment to B-5 Ord. No. 7657, as amended, to allow for the redevelopment of a new banking facility for the property located at 2895 N Highway 67 had been advertised in substantially the same form as appears in the foregoing publication and by posting the property. The Chair declared the Public Hearing to be open and invited those who wished to be heard to come forward.

Mr. LaSurs, petitioner, stated that Chase Bank hoped to open a bank based on its new prototype design, with new contemporary designs and finishes. The facility will be 465 square feet with 33 parking spaces. There will be a drive-up ATM as well. The facility has met all the city's requirements regarding cross-access, screening, stacking, lighting and landscaping. Security will be installed. Chase Bank will be razing the current building. The new bank building will be smaller.

In response to Councilman Eagan's question, Mr. LaSurs explained that Coronado Stone will be used on 28% of the new building, while the remaining building will be a fiber cement panel. Aluminum panels will be used on 4%. Only upon close inspection, the color of the material begins to lighten/fade between approximately 22-24 years. More obvious color changes occur around 30 years. After 30 years, the product can be painted with one of three products recommended by the manufacturer for extending the warranty period.

40 Councilman Manganelli stated that he works with many construction materials and building  
41 products that have 50 year warranties. How does his product compare with those? Mr. LaSurs stated  
42 that he does not have any information that states the product lasts 50 years.

43 Councilman Caputa asked if this product was thicker than a James Hardy Panel to which the  
44 petitioner responded that it was thicker. The petitioner stated that the project manager uses local  
45 contractors to bid on the project.

46 Councilwoman Pagano asked for the addresses of the banks currently using the new prototype.  
47 The petitioner stated he would get the addresses for her.

48 Being no citizens who wished to speak, Councilman Siam moved to close P.H. #20-09-027,  
49 seconded by Pagano. Motion carried.

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

51 Councilman Siam moved that Bill No. 9616 an Ordinance authorizing an amendment to B-5  
52 Ord. No. 6266, as amended, to allow for a new Tunnel Car Wash for the property located at 3180 N  
53 Hwy. 67 be read for a second time, seconded by Parson. Motion carried and Bill No. 9616 was read for  
54 a second time. Councilman Schildroth moved that Bill No. 9616 be read for a third time, seconded by  
55 Manganelli. Motion carried and Bill No. 9616 was read for a third and final time and placed upon its  
56 passage.

57 Before the final vote all interested persons were given an opportunity to be heard. Being no  
58 citizens who wished to speak, on roll call the Council voted: Pagano yes, Parson yes, Siam yes, Harris  
59 yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth yes and Mulcahy yes. Whereupon the Chair  
60 declared Bill No. 9616 to have passed and became Ordinance No. 8633.

61 Councilman Siam moved that Bill No. 9617 an Ordinance authorizing a Special Use Permit for  
62 the expansion of a convenience store with liquor for the property located at 1763-1765 N New  
63 Florissant Road be read for a second time, seconded by Mulcahy. Motion carried and Bill No. 9617  
64 was read for a second time. Councilman Siam moved that Bill No. 9617 be read for a third time,  
65 seconded by Schildroth. Motion carried and Bill No. 9617 was read for a third and final time and  
66 placed upon its passage.

67 Before the final vote all interested persons were given an opportunity to be heard. Being no  
68 citizens who wished to speak, on roll call the Council voted: Pagano yes, Parson yes, Siam yes, Harris  
69 yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth yes and Mulcahy yes. Whereupon the Chair  
70 declared Bill No. 9617 to have passed and became Ordinance No. 8634

71 Councilman Harris moved that Bill No. 9618 an Ordinance authorizing an amendment to Title  
72 IV, "Land Use", Article IV, "District Regulations" Section's 405.035, 405.120 Subsection B, 405.115,  
73 Subsection B and 405.125, Subsection B, to allow state licensed Barber and Cosmetology Schools as a  
74 "Permitted Use" in B Zoning Districts be read for a second time, seconded by Schildroth. Motion  
75 carried and Bill No. 9618 was read for a second time. Councilman Caputa moved that Bill No. 9618 be  
76 read for a third time, seconded by Eagan. Motion carried and Bill No. 9618 was read for a third and  
77 final time and placed upon its passage.

78 Before the final vote all interested persons were given an opportunity to be heard. Being no  
79 citizens who wished to speak, on roll call the Council voted: Pagano yes, Parson yes, Siam yes, Harris

80 yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth yes and Mulcahy yes. Whereupon the Chair  
81 declared Bill No. 9618 to have passed and became Ordinance No. 8635.

82 Councilman Mulcahy moved to accept Substitute No. 9619 an Ordinance authorizing a transfer  
83 of Special Use Permit No. 8607 from Hertz Corporation to Travers Auto Plaza for the property located  
84 at 1285 N Hwy 67, seconded by Schildroth. Motion carried.

85 Councilman Mulcahy moved that Substitute Bill No. 9619 be read for a second time, seconded  
86 by Parson. Motion carried and Substitute Bill No. 9619 was read for a second time. Councilman  
87 Mulcahy moved that SBill No. 9619 be read for a third time, seconded by Manganelli. Motion carried  
88 and Substitute Bill No. 9619 was read for a third and final time and placed upon its passage.

89 Before the final vote all interested persons were given an opportunity to be heard. Being no  
90 citizens who wished to speak, on roll call the Council voted: Pagano yes, Parson yes, Siam yes, Harris  
91 yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth yes and Mulcahy yes. Whereupon the Chair  
92 declared Substitute Bill No. 9619 to have passed and became Ordinance No. 8636.

93 The next item on the Agenda was Board Appointments.

94 Councilman Parson moved to approve the Mayor's re-appointment of Andrea Purnell to the  
95 Disability Awareness Commission as a member from Ward 2 with an expiration date of 9/8/2023,  
96 seconded by Caputa. Motion carried.

97 Councilman Parson moved to approve the Mayor's re-appointment of Brown-El Quoran to the  
98 Disability Awareness Commission as a member from Ward 9 with an expiration date of 7/24/2023,  
99 seconded by Caputa. Motion carried.

100 Councilman Schildroth introduced Resolution Number 1018 endorsing the St. Louis Audubon  
101 Society's "Bring Conservation Home" Program and said resolution was read for the first time.  
102 Councilman Mulcahy moved to amend Resolution No. 1018, seconded by Schildroth. Motion carried.

103 Councilman Mulcahy moved that Resolution Number 1018 be read for a second time, seconded  
104 by Schildroth. Councilman Mulcahy moved to amend the resolution to add "\$30 (normally \$60) for  
105 lots of less than one half acre or \$40 (normally \$80) for lots of half acre or more", seconded by  
106 Schildroth, on a voice vote the motion carried. On the motion to read the resolution for a second time,  
107 motion carried and Resolution Number 1018 was read for a second time. Councilman Mulcahy moved  
108 that Resolution Number 1018 be read for a third time, seconded by Parson. On roll call the Council  
109 voted: Pagano yes, Parson yes, Siam yes, Harris yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth  
110 yes and Mulcahy yes. Having received the unanimous vote of all members present Resolution Number  
111 1018 was read for a third and final time and placed upon its passage. Before the final vote all interested  
112 persons were given an opportunity to be heard.

113 Being no persons who wished to speak, on roll call the Council voted: Pagano yes, Parson yes,  
114 Siam yes, Harris yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth yes and Mulcahy yes.  
115 Whereupon the Chair declared Resolution Number 1018 to have been adopted.

116 The next item on the agenda was First Readings.

117 Councilman Siam introduced Bill No. 9623 an Ordinance authorizing an amendment to B-5  
118 Ord. No. 7657, as amended, to allow for the redevelopment of a new banking facility for the property  
119 located at 2895 N Hwy. 67 and said Bill was read for the first time by title only.

120 Councilman Schildroth introduced Bill No. 9624 an Ordinance requesting that St. Louis County  
121 distribute \$47 million of Cares Act funds on a per capita basis to the municipalities within the county to  
122 be used for eligible expenses, authorizing the Mayor of the City of Florissant, Missouri, to accept Cares  
123 Act funding and execute a municipality relief program funding agreement, and confirming agreement  
124 to indemnify and hold harmless St. Louis County from such distribution and said Bill was read for the  
125 first time.

126 Councilwoman Pagano moved that Bill No. 9624 be read for a second time, seconded by Harris.  
127 Motion carried and Bill No. 9624 was read for a second time. Councilman Siam moved that Bill No.  
128 9624 be read for a third time, seconded by Pagano. On roll call the Council voted: Pagano yes, Parson  
129 yes, Siam yes, Harris yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth yes and Mulcahy yes.  
130 Having received the unanimous vote of all members present Bill No. 9624 was read for a third and final  
131 time and placed upon its passage. Before the final vote all interested persons were given an opportunity  
132 to be heard.

133 Being no persons who wished to speak, on roll call the Council voted: Pagano yes, Parson yes,  
134 Siam yes, Harris yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth yes and Mulcahy yes.  
135 Whereupon the Chair declared Bill No. 9624 to have passed and said Bill became Ordinance No. 8637.

136 Councilman Schildroth introduced Bill No. 9625 an Ordinance to amend Title II, Chapter 245  
137 Section 254.030 “Park Hours” of the Florissant City Code to allow for changes in park hours said Bill  
138 was read for the first time.

139 Councilman Schildroth moved that Bill No. 9625 be read for a second time for the purpose of  
140 discussion, seconded by Pagano. Motion carried. The Mayor and the Chief of Police explained that  
141 there has been an increase in suspicious calls, drag racing and large gatherings of people involved in  
142 activities unrelated to park activities. Cheryl Thompson, Parks Director, added that most parks in the  
143 county have dawn to dusk hours. Exceptions could be made for the tennis courts and when scheduled  
144 ball games are in progress. The Mayor suggested 8 pm to close.

145 Councilman Schildroth moved to amend Item 2 to close the parks at 8 pm or ½ hour after the  
146 last scheduled ball game on the fields, seconded by Parson. Motion carried.

147 Councilman Caputa moved to amend for changed hours to be consistent within the ordinance,  
148 seconded by Manganelli. Motion carried.

149 On the motion for a second reading, motion carried and Bill No. 9625 was read for a second  
150 time. Councilwoman Pagano moved that Bill No. 9625 be read for a third time, seconded by Caputa.  
151 On roll call the Council voted: Pagano yes, Parson yes, Siam yes, Harris yes, Manganelli yes, Eagan  
152 yes, Caputa yes, Schildroth yes and Mulcahy yes. Having received the unanimous vote of all members  
153 present Bill No. 9625 was read for a third and final time and placed upon its passage. Before the final  
154 vote all interested persons were given an opportunity to be heard.

155 Being no persons who wished to speak, on roll call the Council voted: Pagano yes, Parson yes,  
156 Siam yes, Harris yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth yes and Mulcahy yes.  
157 Whereupon the Chair declared Bill No. 9625 to have passed and said Bill became Ordinance No. 8638.

158 Councilman Schildroth introduced Bill No. 9626 an Ordinance authorizing transfers within  
159 various Park Improvement Fund accounts for the parks department and said Bill was read for the first  
160 time.

161 Councilwoman Pagano moved that Bill No. 9626 be read for a second time, seconded by Harris.  
162 Motion carried and Bill No. 9626 was read for a second time. Councilman Manganelli moved that Bill  
163 No. 9626 be read for a third time, seconded by Mulcahy. On roll call the Council voted: Pagano yes,  
164 Parson yes, Siam yes, Harris yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth yes and Mulcahy  
165 yes. Having received the unanimous vote of all members present Bill No. 9626 was read for a third and  
166 final time and placed upon its passage. Before the final vote all interested persons were given an  
167 opportunity to be heard.

168 Being no persons who wished to speak, on roll call the Council voted: Pagano yes, Parson yes,  
169 Siam yes, Harris yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth yes and Mulcahy yes.  
170 Whereupon the Chair declared Bill No. 9626 to have passed and said Bill became Ordinance No. 8639.

171 The next item on the Agenda was Council Announcements.

172 Councilman Siam reminded everyone to continue to wear masks and socially distance even  
173 though it is difficult for everyone. Unfortunately, COVID continues to spread. He informed everyone  
174 that he has received many responses to his recent Ward 9 survey and he is now going through them all.

175 Councilman Parson thanked everyone who came out and attended the September 19, Ward 8  
176 Neighborhood Watch Meeting at Dunegant Park. He thanked the Mayor and all those involved. He  
177 reiterated his request to residents to pick up the trash in their neighborhoods.

178 Councilwoman Pagano encouraged residents to get involved in either their local Neighborhood  
179 Watch or serve on a Board or Commission. She asked for patience regarding the construction currently  
180 going on at Dunn Road and Highway 270.

181 Councilman Mulcahy thanked all those who attended his recent Ward 6 Litter Pick Up. He also  
182 thanked Old Town Partners for donating the trash cans along rue St. Francois. Construction has begun  
183 on St. Edward and St. Catherine Streets, which is very much needed. Prop S money is being used for  
184 the project and will be a full concrete replacement.

185 Councilman Caputa reminded everyone to secure their firearms and not leave guns in their  
186 vehicles. He encouraged everyone to join the Neighborhood Watch.

187 Councilman Eagan encouraged residents to donate to or volunteer at the TEAM Pantry on St.  
188 Catherine.

189 Councilman Manganelli announced that construction crews are finishing up the street  
190 replacement on Florisota. McNulty will be the next street for repair/replacement.

191 Councilman Harris thanked all those participating in Clean-Up Programs. He encouraged all  
192 residents and businesses to join the Neighborhood Watch Program. He thanked Officer Michael and  
193 the Police Department for their participation and support in the program, which is essential.

194 Councilman Schildroth stated that the Graham Road Project is near completion, but he asked  
195 residents to continue to be patient with the construction.

196 The next item was Mayor Announcements.

197 The Mayor announced an extension of the U.S. Census until 10/31/20. The city is up to a  
198 73.8% response rate.

199 MODOT will be closing 1-270 and Lindbergh this weekend from Friday night until Saturday  
200 morning at 15 minute intervals.

201 The Parks Department will host a "Boo Bash" drive-thru event at Sunset Park on October 23.

202           The Veterans Day Parade unfortunately has been cancelled this year due to COVID 19. The  
203 Christmas tree lighting ceremony will be held on City Hall grounds on November 28.

204           The Council President stated that the next regular City Council Meeting will be Monday,  
205 October 12, 2020 at 7:30 pm.

206           Councilman Caputa moved to adjourn the meeting, seconded by Pagano. Motion carried. The  
207 meeting was adjourned at 8:57 p.m.

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Karen Goodwin, MPPA/MMC/MRCC  
City Clerk

213   The following Bills were signed by the Mayor:

214           Bill No. 9614           Ord. 8633

215           Bill No. 9617           Ord. 8634

216           Bill No. 9618           Ord. 8635

217           SBill No. 9619           Ord. 8636

218           Bill No. 9624           Ord. 8637

219           Bill No. 9625           Ord. 8638

220           Bill No. 9626           Ord. 8639

221

# **CITY OF FLORISSANT**



## **NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF FLORISSANT WILL HOLD A PUBLIC HEARING ON THE PROPOSED BUDGET FOR THE CITY OF FLORISSANT INCLUDING THE GENERAL REVENUE FUND, CAPITAL IMPROVEMENT FUND, PARK IMPROVEMENT FUND, STREET IMPROVEMENT FUND, SEWER LATERAL FUND, PROPERTY REVITALIZATION FUND, PROPERTY MAINTENANCE FUND, PUBLIC SAFETY FUND AND COURT BUILDING FUND FOR THE FISCAL YEAR BEGINNING DECEMBER 1, 2020 IN THE COUNCIL CHAMBERS, 955 RUE ST. FRANCOIS, ON MONDAY, OCTOBER 12, 2020 AT 7:30 P.M.**

**ALL INTERESTED PERSONS ARE INVITED TO ATTEND THE PUBLIC HEARING AND MAY PRESENT THEIR VIEWS CONCERNING THE PROPOSED BUDGET. 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.**

**BY ORDER OF THE CITY COUNCIL OF THE CITY OF FLORISSANT.**

**KAREN GOODWIN, MMC, CITY CLERK**

**City of Florissant, Missouri**  
**2021 Budget Message**

Honorable Members of the City Council and Citizens of the City of Florissant:

As Mayor of the City of Florissant, it is my responsibility to submit a proposed budget for the upcoming 2021 fiscal year. The proposed budget of just over \$36 million is submitted in compliance with Section 6.6 of the City Charter and Section 67.010 of the Missouri Revised Statutes. The 2021 proposed budget provides a complete financial plan for the general, capital improvement, park improvement, street, property maintenance, public safety, sewer lateral, and property revitalization funds.

This budget contains the framework to continue to operate the City in a professional manner while providing the high level of programs and services our residents expect. One of my goals with this proposed budget, as with past budget proposals, is to anticipate expenditures for the next fiscal year so as to reduce the need for supplemental appropriations, recognizing that it is impossible to eliminate them completely.

The COVID-19 global pandemic struck the United States in March 2020, and prompted national, state, and local responses including mandatory closure of non-essential businesses, stay-at-home orders, social distancing protocols, and other required and/or recommended restrictions and activities. In response to these mandates, the City of Florissant closed many city facilities, including City Hall, and implemented a shared work program whereby many city employees worked from home or received partial furloughs. As I continued to keep the essential functions of the government operational during the pandemic times, I made sure that we still delivered the best services to our residents in a safe and efficient manner. The health and safety of the residents of the city and city employees is paramount throughout this pandemic. As the restrictions eased, the city was able to re-open City Hall on September 14 and most of the employees are back to working their normal hours.

Since the city had no knowledge of the oncoming pandemic when the FY2020 budget was developed and approved, there were no provisions in that budget for reduced revenues or costs due to the pandemic. Consequently, the city will experience revenue shortfalls in FY2020 as compared to budget, primarily in the consumption taxes, such as sales tax, and in activities where admission fees are charged. Accordingly, the city reduced expenditures in all areas except public safety to partially compensate for the reduced revenues. While the restrictions due to the pandemic have eased, there will likely still be an economic impact well into FY2021, and therefore the FY2021 budget will include decreased revenue projections. Careful consideration has been given to the expenditures in the budget so as to reduce the expenditures without decreasing the level of essential services provided by the city.

Projected revenue dictates the level of programs and services that can be funded. In this regard, some categories of revenue sources have produced less than anticipated results due to the continuing changes in technology, buying habits and State legislation. As a result those revenues have not kept pace with former expectations making it more challenging to fund the cost of services.

The City Administration and the City Council continue to review cost reduction and revenue generating strategies to allow Florissant's city government to continue to provide the level of services and programs that our residents have come to appreciate and expect without compromising the required reserve.

A healthy reserve is crucial to maintaining a consistent level of services and programs over time. Reserves provide the cushion necessary to bridge the fluctuations in the City's revenue streams from one year to the next. The general fund is projected to have a reserve balance of \$4.2 million at the end of the 2021 fiscal year. It is projected that the general fund will have a reserve balance of 17.5% of the proposed budget and above our policy of targeting a reserve balance of at least 10%.

Sales tax and Utility tax are two of the most substantial revenue sources in the General Fund. The City continues to experience a decline in both of these revenue streams which are consumer driven and is budgeted in 2021 using the 2020 projected revenue which continue to decrease each year.

General Fund 2021 Sales Tax budget comparison to 2020 budget:

Sales tax revenues decreased \$750,000.  
Utility tax revenues decreased \$740,000.

Due to the continued reduction in Sales tax and Utility tax revenue, in conjunction with increased cost of providing services, the Proposed 2021 general fund budget reflects a deficit in the amount of \$3,427,967, which would require an appropriation from the General Fund Reserve.

Other Funds 2021 Sales Tax budget comparison to 2020 budget:

Public Safety fund tax revenues decreased \$200,000.  
Capital Improvement fund tax revenues decreased \$110,000.  
Park Improvement fund tax revenues decreased \$100,000.  
Street Improvement fund tax revenues remains the same.

Every Municipality is a service organization and at the heart of our ability to serve our residents is the effectiveness of our employees. Being the former Chief of Police I know firsthand the importance of appreciating the needs of our great employees.

In July 2014 a new pay plan was adopted by the City Council which gave all full-time employees a new pay schedule which provides for a 2% merit pay step increase. The 2021 proposed budget continues to provide a 2% merit increase to eligible personnel.

The budget proposal calls for increasing our minimum wage to stay with the Missouri minimum wage increase for the part-time employee schedule for January 2021. Seasonal will remain the same. This will allow the City to continue to stay competitive in our recruitment efforts and maintain necessary staffing levels.

It is recommended that the City will continue to pay 100% of employee health care premiums and 50% for dependent premiums. We are still reviewing with our Employee Benefit Consultants what our renewal costs for the 2021 plan year will be. We have had some major claims that will result in premium increases for 2021.

The City is experiencing increases in business insurance cost that affect the 2021 Budget. Workers Compensation premium is projected to increase 55% and Business, Law Enforcement, Property and Auto Insurance premiums are projected to increase 25%.

As Mayor, I intend to focus on economic development in Florissant by working with commercial developers, real estate brokers, and community stakeholders throughout our city and the greater North County area, in an effort to stimulate economic activity to benefit our businesses and residents.

If we are going to have continued economic development success, we will need to focus on key aspects of potential growth including enhancing Saint Francois Street, filling vacancies, and diversifying our business sectors. This will be accomplished through our economic development department. Our Economic Development Director, Travis Wilson, continues to develop a strategic plan which lays the framework for capitalizing on our potential.

Some highlights of new business establishments that have opened this year include:

- 1) Mann Meats
- 2) First Collinsville Bank
- 3) Aspen Dental
- 4) Siteman Cancer Center
- 5) MOD Pizza

Currently under construction:

- 1) DaVita Dialysis
- 2) Plaza Madrid redevelopment
- 3) "Ross Dress for Less" to be located at the previous Barnes & Noble location

There are many exciting projects that are in the Due Diligence and Planning Phase and we are working with the Developers to bring them to fruition anticipating more public announcements this year, 2021 and beyond.

I believe the proposed budget presents a reasonable and conservative framework for continuing a high level of services given the issues facing the City, both now and in the future. Highlights of the proposed budget include the following:

- A. The Administration is still researching pension alternatives, including Lagers, in an effort to provide a total compensation package to be as competitive as possible to continue to attract and retain outstanding Florissant police officers.

- B. Throughout these difficult times in 2020 our Media Department has strived to broadcast positive and helpful messages and programming through all of our outlets. Our social media following has soared to over 25,000 followers collectively. The Florissant Media Department will continue their success in 2021 by continuing to film and promote positivity, commerce, activities and everything else that our wonderful city and its residents have to offer.
- C. The I.T. department had unique challenges in 2020. We've worked diligently to keep our employees connected while their work environments and needs have changed throughout the year. We have also continued to refine our wide area building-to-building network with cost saving measures and failover redundancies. Information Security has been enhanced with a new anti-spam application, new firewalls, increased policy restrictions, and quick resolutions to out-of-network phishing attacks.
- D. Continue to fully fund the salary plan for full-time non-uniformed personnel that the City Council passed in July 2014.
- E. The hours for part-time positions continue to be limited so that no part-time position will be regularly scheduled to work more than 29 hours per week.
- F. The Park Improvement budget includes:
- \$67,300 for the purchase of a Rotary Mower to assist with the maintenance at the Golf Course.
  - \$60,000 for the upgrading/replacement of stage lighting for the Theatre.
  - \$20,000 to refurbish the inoperable splash pad at Bangert Pool along with \$2,500 to purchase a new motor for the filtration system.
  - \$24,000 to sandblast and repaint the Eagan Center Pool and \$7,000 to purchase a new automatic pool vacuum.
  - \$57,000 has been budgeted to replace aging treadmills at JFK.
  - \$20,000 has been budgeted to remove the rocks adjacent to the Splash Pad and replace them with concrete.
  - \$30,000 has been budgeted to replace the fencing at Dunegant Park.
  - \$14,000 to replace zero turn mowers and \$130,000 to purchase wide area mowers for Parks Maintenance.
  - \$90,000 has been budgeted for the leasing of parks department vehicles.
  - \$735,395 has been budgeted to install an inclusive Playground at Manion Park for which \$525,000 will be reimbursed through the St. Louis County Municipal Parks Grants
- G. The City will continue to provide funding for programs the families of Florissant have come to know and love: The St. Louis Family Theater Series, Valley of Flowers Festival performers and the celebrated Music Under the Stars concert series. To stay competitive with other venues, we are asking to appropriate \$60,000 from the Park Improvement Fund to purchase phase 1 of 2 of a new stage lighting upgrade/replacement package that will aide in showcasing our wonderful facility and reduce energy consumption by an average of 90.4%.

H. The proposed budget includes \$3,410,000 in funding for street, road, bridge and sidewalk work.

Capital Improvement fund is budgeted for \$1,160,000 in street maintenance contracts including:

- Asphalt overlays and preservation and Concrete pavement slab replacement. \$50,000 will be used for routine bridge repair and \$110,000 will be used for annual sidewalk repair.

Proposition S, the street sales tax, will be the conduit for \$2,250,000 in street projects including:

- \$850,000 is budgeted to complete the North Lafayette Street reconstruction. \$200,000 is budgeted to accomplish the St. Ferdinand and North Highway 67 project. These major street projects are facilitated under the auspices of a Federal public improvement grant through the East-West Gateway Council of Governments. The city will receive 80% or \$160,000 of the cost of the St. Ferdinand and North Highway 67 project back in grant revenue. The long-standing practice of utilizing grants to help fund projects for our bridges and roadways is a very cost-effective approach enabling Florissant to leverage the maximum value from tax collections.
- \$1,200,000 from the street sales tax will fund the continuous major street projects to restore curb and riding surfaces to like new condition. 2020 saw the replacement of Eldorado Drive, Florisota Drive, Jeanette Drive, Alberto Lane, Monterey Drive, Pompano Lane, St Edward Lane with new concrete pavement and Mc Nulty Drive with new curbs and asphalt surface.

I wish to thank Chief Fagan and his Command Staff, Public Works Director Todd Hughes and his staff, Parks Director Cheryl Thompson, and her staff and all of the Department Heads for their diligence and hard work in assisting the administration in the preparation of the proposed budget. I wish to thank Finance Director Kimberlee Johnson for the hard work and commitment to complete the 2021 budget and I commend all of the employees of the City of Florissant for their dedication to the residents of our City.

I look forward to discussing the proposed budget with the Florissant City Council and to continue to work together for the progress of our city.

Respectfully Submitted,

Timothy J. Lowery  
Mayor

# City of Florissant, Missouri



## 2021

# Proposed Budget

(Submitted October 1, 2020)

955 rue St. Francois  
Florissant, Missouri 63031  
314-921-5700  
[www.florissantmo.com](http://www.florissantmo.com)

City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**FUND SUMMARIES**

<u>Page #</u>	<u>Dept #</u>	<u>Actual</u> 2019	<u>Budget</u> 2020	<u>Proposed</u> 2021
<b>General Fund - 01</b>				
3 & 4	Revenues	\$ 22,538,444	\$ 23,230,574	\$ 20,579,490
<b>Expenditures</b>				
5	Administrative	\$ 2,925,978	\$ 2,962,104	\$ 3,093,124
6	Legislative	140,045	154,438	127,953
7	Information Technology/MEDIA (2020)	730,566	653,115	685,140
8-9	Police	10,423,409	10,829,405	11,421,912
10	Municipal Court	594,945	624,487	616,365
11	Prosecuting Attorney	260,703	267,810	267,575
12	Housing Resource Center	45,126	52,794	59,435
13	Senior Services	171,683	213,429	210,725
14-15	Public Works (merged Health FY2020)	3,958,122	4,037,016	3,804,115
16	Recreation-Theater	412,743	463,778	458,448
17	Recreation-Centers	1,620,090	1,889,138	1,908,185
18	Recreation-Summer Camp	88,340	190,004	165,892
19	Recreation-Bangert Pool	171,691	316,189	285,680
n/a	Recreation - Parks (FY20 PIF)	413,045	-	-
20	Recreation-Golf Course	780,424	924,865	902,908
	General Fund Expenditures	\$ 22,736,910	\$ 23,578,572	\$ 24,007,457
	Revenue over Expenditures	\$ (198,466)	\$ (347,998)	\$ (3,427,967)
<b>21-24 Capital Improvement Fund - 03</b>				
	Revenue	\$ 3,794,618	\$ 3,497,000	\$ 3,515,000
	Expenditures	3,283,368	4,468,621	3,762,288
	Revenue over Expenditures	\$ 511,250	\$ (971,621)	\$ (247,288)
<b>25-31 Park Improvement Fund - 09</b>				
	Revenue	\$ 4,426,050	\$ 3,990,221	\$ 3,881,400
	Expenditures	5,121,077	4,783,382	4,883,386
	Revenue over Expenditures	\$ (695,027)	\$ (793,161)	\$ (1,001,986)
<b>32-33 Street Fund - 08</b>				
	Revenue	\$ 1,536,543	\$ 3,285,440	\$ 1,660,000
	Expenditures	1,503,868	4,021,801	2,086,376
	Revenue over Expenditures	\$ 32,675	\$ (736,361)	\$ (426,376)

City of Florissant Operating Budget  
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<u>Page #</u>		<u>Actual</u> 2019	<u>Budget</u> 2020	<u>Proposed</u> 2020
34-35	<b>Sewer Lateral Fund - 04</b>			
	Revenue	\$ 590,537	\$ 509,000	\$ 509,000
	Expenditures	597,202	805,835	761,185
	Revenue over Expenditures	\$ (6,665)	\$ (296,835)	\$ (252,185)
36	<b>Property Revitalization Fund - 10</b>			
	Revenue	\$ -	\$ -	\$ -
	Expenditures	1,971	45,000	44,802
	Revenue over Expenditures	\$ (1,971)	\$ (45,000)	\$ (44,802)
37	<b>Court Building Fund - 14</b>			
	Revenue	\$ 87,665	\$ 149,000	\$ 132,000
	Expenditures	32,550	132,000	132,000
	Revenue over Expenditures	\$ 55,115	\$ 17,000	\$ -
38-40	<b>Public Safety Fund - 17</b>			
	Revenue	\$ 2,902,771	\$ 2,800,000	\$ 2,600,000
	Expenditures	2,823,053	3,036,284	2,758,660
	Revenue over Expenditures	\$ 79,718	\$ (236,284)	\$ (158,660)
41	<b>Property Maintenance Fund - 16</b>			
	Revenue	\$ 425,814	\$ 390,000	\$ 365,000
	Expenditures	362,763	388,000	396,170
	Revenue over Expenditures	\$ 63,051	\$ 2,000	\$ (31,170)
	<b>Total Expenditures - All Funds</b>	<b>\$ 36,462,762</b>	<b>\$ 41,259,495</b>	<b>\$ 38,832,323</b>

Expenditure Forecast

Estimate of future expenditures and personnel.

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City of Florissant Operating Budget  
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**01 - GENERAL FUND - REVENUES**

	<b>Actual <u>2019</u></b>	<b>Budget <u>2020</u></b>	<b>Proposed <u>2021</u></b>
<b><u>TAXES</u></b>			
Cigarette	\$ 105,682	\$ 108,000	\$ 105,000
Gasoline	1,646,966	1,648,000	1,499,604
Road & Bridge Taxes	545,209	542,000	550,000
Sales Tax	7,951,844	7,925,000	7,178,500
Utility Tax	<u>5,608,430</u>	<u>5,717,000</u>	<u>4,975,825</u>
Total Taxes	\$ 15,858,130	\$ 15,940,000	\$ 14,308,928
<b><u>LICENSES</u></b>			
Business	\$ 749,434	\$ 746,500	\$ 672,000
Liquor & Other Licenses	<u>59,441</u>	<u>61,000</u>	<u>60,000</u>
Total Licenses	\$ 808,875	\$ 807,500	\$ 732,000
<b><u>PERMITS</u></b>			
Building	\$ 441,856	\$ 463,000	\$ 400,000
Minimum Housing	421,624	430,000	350,000
Signs & Other Permits	<u>46,263</u>	<u>46,000</u>	<u>42,000</u>
Total Permits	\$ 909,744	\$ 939,000	\$ 792,000
<b><u>RECREATION - GOLF</u></b>			
Green Fees	\$ 204,579	\$ 235,000	\$ 235,000
Cart Fees	183,318	214,000	214,000
Pro Shop Sales	31,759	50,000	50,000
Concession Sales and Fees	105,786	138,000	138,000
Other- Rental Carts & Clubs	<u>9,179</u>	<u>8,400</u>	<u>8,400</u>
Total Golf	\$ 534,620	\$ 645,400	\$ 645,400
<b><u>RECREATION - OTHER</u></b>			
Rentals-Nature Lodge/Gym	\$ 34,543	\$ 30,000	\$ 30,000
Center Activity	265,248	277,000	277,000
Outdoor Pool Receipts	89,309	96,700	96,700
Rink	101,432	91,600	91,600
Parks & Rec Fees	205,206	213,900	213,900
Summer/Winter Camp Program	70,086	75,000	75,000
Theater	124,818	135,000	125,000
Concession Sales	<u>49,689</u>	<u>50,800</u>	<u>50,800</u>
Total Other Recreation	\$ 940,330	\$ 970,000	\$ 960,000
Total Recreation	\$ 1,474,950	\$ 1,615,400	\$ 1,605,400

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City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

	<b><u>Actual</u></b> <b><u>2019</u></b>	<b><u>Budget</u></b> <b><u>2020</u></b>	<b><u>Proposed</u></b> <b><u>2021</u></b>
<b><u>MISCELLANEOUS</u></b>			
Interest Income	\$ 103,602	\$ 70,000	\$ 70,000
Municipal Court	1,205,126	1,193,700	1,034,700
Other Miscellaneous	201,387	170,800	198,800
Property Maintenance Fees	202,074	200,000	150,000
Various: Claim Settlements, Ins Proceeds etc	392,803	674,962	0
Cable TV	600,046	603,000	550,000
Senior Citizen Trips/Luncheons	18,862	33,000	31,400
Grants & Reimbursement	<u>418,455</u>	<u>983,212</u>	<u>1,106,262</u>
Total Miscellaneous	<u>\$ 3,142,356</u>	<u>\$ 3,928,674</u>	<u>\$ 3,141,162</u>
Total Revenue	\$ 22,194,055	\$ 23,230,574	\$ 20,579,490
		Less Total Expenditures	<u>(24,007,457)</u>
		Equal Revenue Over/(Under) Expenditure	(3,427,967)
		Plus Estimated Beg Fund Bal	<u>7,644,215</u>
		Equal Estimated Ending Fund Bal	\$ 4,216,248

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City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**40 - ADMINISTRATIVE DEPARTMENT**

<u>Account</u>	<u>Actual</u> <u>2019</u>	<u>Budget</u> <u>2020</u>	<u>Proposed</u> <u>2021</u>
4000-Salaries & Benefits	\$ 1,875,105	\$ 1,586,676	\$ 1,588,361
4021-Uniforms	-	-	600
4023-Postage & Printing	39,075	46,000	46,000
4024-Telecom/Computer	31,437	49,200	43,500
4031-Lease/ Rental Equip	34,679	44,000	44,000
4032-Office Expense	11,765	19,584	15,750
4042-Travel, Training & Certifications	8,447	22,250	21,900
4043-Organizational Dues	23,897	40,300	38,618
4050-Professional Services	292,074	393,368	401,520
4052-Programs & Events	28,181	80,540	79,250
4053-Advertising	4,656	6,500	4,500
4055-Insurance & Bonds	566,701	658,686	794,125
4058-Elected Official Expense	9,961	15,000	15,000
Total	\$ 2,925,978	\$ 2,962,104	\$ 3,093,124

**PERSONNEL SERVICES**

Full-time	\$ 983,838	\$ 1,130,000	\$ 1,143,620
Part-time	33,964	-	-
Overtime	6,794	7,000	7,000
Total Personnel Services	\$ 1,024,596	\$ 1,137,000	\$ 1,150,620

**PERSONNEL SCHEDULE**

<u>Office of the Mayor</u>		<u>Office of the City Clerk</u>	
Mayor	1.00	City Clerk/Legislative Assist	1.00
Gov't Affairs/Sr Comm Mgr	1.00	Deputy City Clerk	1.00
Executive Assistant to the Mayor	<u>1.00</u>	Receptionist	1.00
Total	3.00	Mailroom/Printing Clerk	1.00
		Duplicating Operator (sharec	<u>0.50</u>
		Total	4.50
 <u>Finance Department</u>			
Director of Finance	1.00		
Assistant Director of Finance	1.00		
Accounting Clerk	5.00	<u>Economic Development Department</u>	
Acctg Specialist (shared with City Clerk)	<u>0.50</u>	Economic Dev. Coordinator	1.00
Total	7.50		
		<u>Community Development Office</u>	
 <u>Human Resources</u>		Comm. Dev. Coordinator	1.00
Director of Human Resources	1.00		
Human Resource Specialist	<u>1.00</u>		
Total	2.00		
		Full-time	18.00
		Full-time Equivalent (Part-time)	0.00
Total Personnel	<u>19.00</u>	Full-time Elected Official	1.00

City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**38 - LEGISLATIVE DEPARTMENT**

<u>Account</u>	Actual <u>2019</u>	Budget <u>2020</u>	Proposed <u>2021</u>
3800-Salaries & Benefits	\$ 125,100	\$ 127,438	\$ 127,953
3858-Elected Official Expense	<u>14,945</u>	<u>27,000</u>	<u>-</u>
Total	\$ 140,045	\$ 154,438	\$ 127,953

**PERSONNEL SERVICES**

Full-time		\$ -	\$ -
Part-time	105,612	105,612	106,000
Overtime		<u>-</u>	<u>-</u>
Total Personnel Services	\$ 105,612	\$ 105,612	\$ 106,000

**PERSONNEL SCHEDULE**

Councilmember's	<u>9.00</u>		
Total	9.00	Full-time	0.00
	<u>          </u>	Full-time Equivalent (Part-time)	0.00
Total Personnel	<u><u>9.00</u></u>	Elected Officials	9.00

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City of Florissant Operating Budget  
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**36 - IT/MEDIA DEPARTMENT**

<u>Account</u>	Actual <u>2019</u>	Budget <u>2020</u>	Proposed <u>2021</u>
3600-Salaries & Benefits	\$ 363,196	\$ 405,454	\$ 415,140
3621-Uniforms	724	1,500	1,500
3624-Telecom/ Computer	171,152	177,661	189,000
3627-Gasoline	-	-	1,500
3629-Building & Grounds	9,815	-	-
3630-Equip & Vehicle Expense	382	-	-
3632-Office Expense	26,462	18,500	15,000
3633-Material & Supplies	2,386	-	-
3642-Travel, Training & Certifications	3,660	4,000	4,000
3644-License, Permits & Inspections		2,000	2,500
3650-Professional Services	111,301	44,000	16,000
3655-Advertising	<u>-</u>	<u>-</u>	<u>40,500</u>
<b>Total</b>	<b>\$ 689,078</b>	<b>\$ 653,115</b>	<b>\$ 685,140</b>

**PERSONNEL SERVICES**

Full-time	\$ 258,458	\$ 260,000	\$ 261,196
Part-time	6,834	-	-
Overtime		9,000	9,000
Contract Services	<u>41,488</u>	<u>30,000</u>	<u>30,000</u>
Total Personnel Services	<b>\$ 306,780</b>	<b>\$ 299,000</b>	<b>\$ 300,196</b>

**PERSONNEL SCHEDULE**

IT Director (split with Police Department)	0.60	Media Manager	1.00
IT Manager	1.00	Video Specialist	<u>1.00</u>
IT System Support Technician	<u>1.00</u>		2.00
	2.60		
		Full-time	4.60
Total Personnel	<u><u>4.60</u></u>	Full-time Equivalent (Part-time)	0.00

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City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**49 - POLICE DEPARTMENT**

<u>Account</u>	Actual <u>2019</u>	Budget <u>2020</u>	Proposed <u>2021</u>
4900-Salaries & Benefits	\$ 11,029,876	\$ 9,749,054	\$ 10,335,112
Administrative Cross Charge recorded as Revenue prior to FY19	(1,624,804)	-	-
4921-Uniforms	108,884	101,000	101,000
4924-Telecom/Computer	306,228	340,500	359,500
4926-Utilities	46,416	50,000	48,000
4927-Gasoline	137,844	200,000	200,000
4929-Buildings & Grounds	65,346	74,600	74,600
4930-Equip & Vehicle Expense	37,201	50,151	47,900
4931-Lease/ Rental Equip	16,070	30,800	41,000
4932-Office Expense	32,802	46,000	46,000
4933-Material & Supplies	24,968	67,500	49,000
4942-Travel, Training & Certifications	96,504	87,600	87,600
4943-Organizational Dues	3,529	6,000	6,000
4950-Professional Service	7,500	7,500	7,500
4952-Programs & Events	-	18,700	18,700
4961-Capital Adds (will budget based on forfeitures)	<u>135,045</u>	<u>-</u>	<u>-</u>
Total	\$ 10,423,409	\$ 10,829,405	\$ 11,421,912

**PERSONNEL SERVICES**

Full-time	\$ 7,587,296	\$ 8,097,000	\$ 8,219,506
Part-time	236,280	250,000	254,000
Overtime	<u>385,410</u>	<u>336,000</u>	<u>348,000</u>
Total Personnel Services	\$ 8,208,986	\$ 8,683,000	\$ 8,821,506

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City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**49 - POLICE DEPARTMENT (CONTINUED)**

**PERSONNEL SCHEDULE**

<u>Office of the Chief</u>		Bureau of Field Operations	
Chief of Police	1.00	Captain	1.00
Administrative Assistant	<u>1.00</u>	Lieutenant	5.00
Total	2.00	Sergeant	6.00
<u>Bureau of Support Services</u>		Police Officer	64.00
Major	1.00	Reserve Officer p/t	1.99
Sergeant	1.00	Clerk Typist	<u>1.00</u>
Police Officer	4.00	Total	78.99
IT Director	0.40	Bureau of Investigations	
IT Manager	1.00	Captain	1.00
Dispatcher	9.00	Sergeant	2.00
Dispatcher p/t	2.90	Police Officer	10.00
Administrative Assistant	1.00	Correction Officer	<u>5.00</u>
Clerk Typist	3.00	Total	18.00
Class "C" Person	1.00		
Custodian p/t	<u>0.73</u>		
Total	25.03		
Total Personnel	<u><u>124.02</u></u>	Full-time	118.40
		Full-time Equivalent (Part-time)	5.62

City of Florissant Operating Budget  
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**41 - MUNICIPAL COURT DEPARTMENT**

	Actual	Budget	Proposed
	<u>2019</u>	<u>2020</u>	<u>2021</u>
<u>Account</u>			
4100-Salaries & Benefits	\$ 523,593	\$ 557,337	\$ 575,415
4124-Telecom/Computer	26,945	43,200	15,000
4132-Office Expense	10,013	11,800	12,600
4142-Travel, Trainging & Certifications	3,209	4,550	4,550
4143-Organizational Dues	-	200	200
4150-Professional Service	<u>2,412</u>	<u>7,400</u>	<u>8,600</u>
Total	\$ 566,172	\$ 624,487	\$ 616,365

**PERSONNEL SERVICES**

Full-time	\$ 301,861	\$ 305,000	\$ 308,197
Part-time	80,809	94,000	94,000
Overtime		-	-
Contract Services	<u>28,773</u>	<u>18,128</u>	<u>18,000</u>
Total Personnel Services	\$ 382,670	\$ 417,128	\$ 420,197

**PERSONNEL SCHEDULE**

Municipal Court

Court Clerk	1.00
Assistant Court Clerk - Court	5.00
Assistant Court Clerk - Court P/T	0.00
Custodian	<u>1.00</u>
Total	7.00

Elected Positions

Judge 1.00

Appointed Positions

Provisional Judge

Public Defender

Total Personnel

9.45

	Full-time	7.00
Full-time Equivalent (Part-time)		1.45
Elected Officials		1.00

City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**35 - PROSECUTING ATTORNEY DEPARTMENT**

<u>Account</u>	Actual <u>2019</u>	Budget <u>2020</u>	Proposed <u>2021</u>
3500-Salaries & Benefits	\$ 62,033	\$ 241,685	\$ 241,426
3524-Telecom/Computer	378	5,081	5,081
3532-Office Expense	863	2,000	2,000
3542-Travel/ Training/ Cert	1,903	3,900	3,900
3543-Organizational Dues	90	-	-
3550-Professional Services	-	15,144	15,168
Total	\$ 65,267	\$ 267,810	\$ 267,575

**PERSONNEL SERVICES**

Full-time	\$ 41,882	\$ 43,000	\$ 42,078
Part-time		-	-
Overtime		-	-
Contract Services	195,436	180,300	180,300
Total Personnel Services	\$ 237,318	\$ 223,300	\$ 222,378

**PERSONNEL SCHEDULE**

Municipal Court

Prosecuting Attorney Clerk  
 Total

1.00  
 1.00

Appointed Positions - Contract Services  
 Prosecuting Attorney  
 Assistant Prosecuting Attorney

Total Personnel

1.00

Full-time 1.00  
 Full-time Equivalent (Part-time) 0.00

City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**37 - HOUSING RESOURCE CENTER DEPARTMENT**

<u>Account</u>	<u>Actual</u> <u>2019</u>	<u>Budget</u> <u>2020</u>	<u>Proposed</u> <u>2021</u>
3700-Salaries & Benefits	\$ 42,873	\$ 50,344	\$ 56,985
3721-Uniforms	450	450	450
3732-Office Expense	968	1,000	1,000
3742-Travel, Training & Certifications	<u>835</u>	<u>1,000</u>	<u>1,000</u>
Total	\$ 45,126	\$ 52,794	\$ 59,435

**PERSONNEL SERVICES**

Full-time	\$ 27,715	\$ 35,000	\$ 34,726
Part-time	2,443	-	-
Overtime		<u>-</u>	<u>-</u>
Total Personnel Services	\$ 30,158	\$ 35,000	\$ 34,726

**PERSONNEL SCHEDULE**

Administrative Assistant	0.00		
Community Development Specialist f/t*	2.00		
Volunteer Coordinator p/t	<u>0.00</u>		
Total	2.00		
Total Personnel	<u><u>2.00</u></u>	Full-time Equivalent (Part-time)	2.00
		Full-time	0.00

\*50% of the wages and benefits for the full-time Community Development Specialist are paid out of Community Development Block Grant Funds.

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City of Florissant Operating Budget  
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**39 - SENIOR SERVICES DEPARTMENT**

<u>Account</u>	Actual <u>2019</u>	Budget <u>2020</u>	Proposed <u>2021</u>
3900-Salaries & Benefits	\$ 125,079	\$ 147,194	\$ 152,305
3921-Uniforms	-	400	500
3926-Utilities	4,129	6,600	6,060
3929-Bldg. & Grounds	7,549	9,800	6,400
3932-Office Expense	1,339	2,000	2,700
3942-Travel, Training & Certifications	195	1,000	1,000
3950-Professional Services	-	-	-
3952-Programs & Events	31,892	44,935	40,260
3953-Publicity	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>
Total	\$ 171,683	\$ 213,429	\$ 210,725

**PERSONNEL SERVICES**

Full-time	\$ 81,398	\$ 83,000	\$ 83,977
Part-time	9,888	24,000	26,000
Overtime	<u>137</u>	<u>-</u>	<u>-</u>
Total Personnel Services	\$ 91,423	\$ 107,000	\$ 109,977

**PERSONNEL SCHEDULE**

Senior Citizen Coordinator	1.00	<u>Dining Center</u>	
Clerk Typist	<u>1.00</u>	Support Staff p/t	1.13
Total Full-time	2.00	Custodian p/t	<u>0.00</u>
		Total Part-time	1.13
		Full-time	2.00
Total Personnel	<u><u>3.13</u></u>	Full-time Equivalent (Part-time)	1.13

City of Florissant Operating Budget  
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**48 - PUBLIC WORKS DEPARTMENT - (FY 20 Merged with Health Dept)**

<u>Account</u>	Actual <u>2019</u>	Budget <u>2020</u>	Proposed <u>2021</u>
4800-Salaries & Benefits	\$ 3,458,446	\$ 3,610,167	\$ 3,500,825
Administrative Cross Charge recorded as Revenue prior to FY19			
4821-Uniforms	10,588	13,800	13,000
4824-Telecom/ Computer	36,589	43,000	43,000
4826-Utilities	89,253	121,000	100,000
4827-Gasoline	67,048	90,000	65,000
4829-Bldg. & Grounds	18,377	-	-
4830-Equip & Vehicle Expense	12,091	-	-
4832-Office Expense	29,266	25,000	20,000
4833-Material & Supplies	58,743	-	10,000
4342-Travel, Training & Certifications	16,375	35,940	31,990
4343-Organizational Dues	1,392	4,800	4,800
4850-Professional Service	<u>159,954</u>	<u>93,309</u>	<u>15,500</u>
Total	\$ 3,958,122	\$ 4,037,016	\$ 3,804,115

**PERSONNEL SERVICES**

Full-time	\$ 2,555,722	\$ 2,733,000	\$ 2,671,016
Part-time	182,111	179,000	169,000
Part-time-Seasonal	25,566	60,000	52,000
Overtime	<u>94,860</u>	<u>110,000</u>	<u>110,000</u>
Total Personnel Services	\$ 2,858,259	\$ 3,082,000	\$ 3,002,016

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**48 - PUBLIC WORKS DEPARTMENT (Cont.) - (FY 20 Merged with Health Dept)**

**PERSONNEL SCHEDULE**

Office of the Director

Director of Public Works	1.00
Executive Assistant	<u>1.00</u>
Total	2.00

Building Division

Building Commissioner	1.00
Plan Reviewer	1.00
Combination Comm. Inspector	1.00
Multi-Building Inspector	5.00
Prop. Maint & Housing Inspector	2.00
Lead Permit/Inspection Clerk	1.00
Permit/Inspection Clerk	7.00
Code Enforcement p/t	1.45
Permit/Inspection Clerk p/t	0.73
Building/Housing Inspector p/t	<u>0.73</u>
Total	20.90

Street Division

Street Superintendent	1.00
Permit/Inspection Clerk	1.00
Class "A" Foreman	1.00
Class "A" Person	2.00
Class "B" Person	2.00
Street Sweeper	1.00
Class "C" Person	3.00
Equipment Maintenance Supv.	1.00
Equipment Maint. Mechanic	2.00
Summer Laborers p/t	<u>1.23</u>
Total	15.23

Health Department

Supervisor	1.00
Class "A" Person	1.00
Class "B" Person	1.00
Class "C" Person	6.00
Clerk Typist	2.00
Summer Laborers p/t	<u>1.23</u>
Total	12.23

Sewer Lateral

Class "A" Person	1.00
Class "B" Person	1.00
Class "C" Person	<u>1.00</u>
Total	3.00

Engineering Division

City Engineer	1.00
Engineering Technician	1.00
Inspector/Code Enforcement	1.00
Custodian	2.00
Chief Building Engineer	1.00
Building Maintenance	2.00
Custodian p/t	<u>0.73</u>
Total	8.73

Transportation

FLERT Bus Driver	2.00
FLERT Bus Drivers p/t	<u>1.85</u>
	3.85

Total Personnel	<u><u>65.94</u></u>			
		Full-time		58.00
		Full-time Equivalent (Part-time)		7.94

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City of Florissant Operating Budget  
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**43 - RECREATION DEPARTMENT-THEATRE**

<u>Account</u>	Actual	Budget	Proposed
	<u>2019</u>	<u>2020</u>	<u>2021</u>
4300-Salaries & Benefits	\$ 204,736	\$ 226,928	\$ 219,798
4321-Uniforms	225	250	300
4324-Telecom/Computer	-	6,250	8,000
4329-Bldg. & Grounds	6,991	10,600	10,600
4332-Office Expense	13,406	10,200	10,200
4342-Travel, Training & Certifications	2,728	1,200	1,200
4343-Organizational Dues	-	650	650
4350-Professional Services	5,161	6,000	6,000
4352-Programs & Events	166,703	187,700	187,700
4353-Advertising	<u>12,793</u>	<u>14,000</u>	<u>14,000</u>
Total	\$ 412,743	\$ 463,778	\$ 458,448

**PERSONNEL SERVICES**

Full-time	\$ 141,868	\$ 147,000	\$ 137,624
Part-time	8,511	15,000	17,000
Overtime		<u>-</u>	<u>-</u>
Total Personnel Services	\$ 150,379	\$ 162,000	\$ 154,624

**PERSONNEL SCHEDULE**

Theater Manager	1.00		
Assistant Theater Manager	1.00		
Technical Director	<u>1.00</u>		
Total	3.00		
Total Personnel	<u>3.00</u>	Full-time	3.00
		Full-time Equivalent (Part-time)	0.73

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City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**44 - RECREATION DEPARTMENT - CIVIC AND COMMUNITY CENTERS**

<u>Account</u>	Actual <u>2019</u>	Budget <u>2020</u>	Proposed <u>2021</u>
4400-Salaries & Benefits	\$ 1,283,971	\$ 1,589,138	\$ 1,608,185
4426-Utilities	<u>235,979</u>	<u>300,000</u>	<u>300,000</u>
Total	\$ 1,519,950	\$ 1,889,138	\$ 1,908,185

**PERSONNEL SERVICES**

Full-time	\$ 472,576	\$ 496,000	\$ 464,179
Part-time	550,854	463,000	503,000
Part-time Seasonal (included in part-time in previous years)	14,090	-	
Overtime	2,417	6,000	6,000
Contract Services	<u>100,140</u>	<u>111,500</u>	<u>111,500</u>
Total Personnel Services	\$ 1,140,077	\$ 1,076,500	\$ 1,084,679

**PERSONNEL SCHEDULE**

**Full Time:**

**Part Time/Seasonal:**

Superintendent of Recreation	1.00	Recreation Leaders II & III	7.60
Center Director I	2.00	Receptionists	4.27
Recreation Specialist	1.00	Custodians	5.97
Clerk Typist	3.00	Park Rangers	3.21
Custodian I	<u>4.00</u>	Rink Mgrs, Guards, Cashiers	2.93
Total	11.00	JJE Pool Manager, Head Guard	1.88
		JJE Pool Lifeguards	<u>4.13</u>
		Total	29.98
		Full-time	11.00
Total Personnel	<u><u>40.98</u></u>	Full-time Equivalent (Part-time)	29.98

City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**45 - RECREATION DEPARTMENT - SUMMER CAMP**

<u>Account</u>	Actual	Budget	Proposed
	<u>2019</u>	<u>2020</u>	<u>2021</u>
4500-Salaries & Benefits	\$ 88,340	\$ 190,004	\$ 165,892
<b>Total</b>	<b>\$ 88,340</b>	<b>\$ 190,004</b>	<b>\$ 165,892</b>

**PERSONNEL SERVICES**

Full-time	\$ -	\$ -	\$ -
Part-time		-	-
Part-time-Seasonal	82,063	167,500	145,000
Overtime		-	-
Total Personnel Services	\$ 82,063	\$ 167,500	\$ 145,000

**PERSONNEL SCHEDULE**

**Full Time:**

**Part Time/Seasonal:**

		Directors	0.31
		Assistant Directors	0.70
		Playground Recreation Leaders	<u>5.68</u>
		Total	6.69
		Full-time	\$ -
Total Personnel	<u>6.69</u>	Full-time Equivalent (Part-time)	6.69

City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**46 - RECREATION DEPARTMENT - BANGERT POOL**

<u>Account</u>	Actual <u>2019</u>	Budget <u>2020</u>	Proposed <u>2021</u>
4600-Salaries & Benefits	\$ 152,503	\$ 266,189	\$ 235,680
4626-Utilities	<u>14,188</u>	<u>50,000</u>	<u>50,000</u>
<b>Total</b>	<b>\$ 166,691</b>	<b>\$ 316,189</b>	<b>\$ 285,680</b>

**PERSONNEL SERVICES**

Part-time-Seasonal	\$ 142,992	\$ 232,000	\$ 208,000
Contract Services	<u>5,000</u>	<u>10,000</u>	<u>10,000</u>
Total Personnel Services	<b>\$ 147,992</b>	<b>\$ 242,000</b>	<b>\$ 218,000</b>

**PERSONNEL SCHEDULE**

**Full Time:**

**Part Time/Seasonal:**

Pool Manager	0.76
Head Guard	0.37
Lifeguards	6.40
Cashiers	<u>1.58</u>
Total	9.11

Total Personnel	<u><u>9.11</u></u>		Full-time	\$ -
		Full-time Equivalent (Part-time)		9.11

City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**06 - RECREATION DEPARTMENT - GOLF COURSE**

<u>Account</u>	Actual <u>2019</u>	Budget <u>2020</u>	Proposed <u>2021</u>
0600-Salaries & Benefits	\$ 408,268	\$ 511,395	\$ 509,759
0621-Uniforms	976	1,700	1,700
0623-Postage & Printing	1,047	1,700	1,000
0624-Telecom/Computer	2,437	-	1,000
0626-Utilities	42,815	50,000	50,000
0627-Gasoline	8,762	13,000	12,000
0628-Merchandise	70,726	80,000	80,000
0629-Bldg. & Grounds	104,902	111,000	97,000
0630-Equip & Vehicle Repairs	43,728	40,000	36,600
0631-Lease/ Rental Equip	76,131	90,000	90,204
0632-Office Expense	1,562	4,000	2,000
0642-Travel/ Training/ Cert	1,840	200	200
0643-Organizational Dues	1,345	1,700	1,825
0644-License,Permits & Inspections	1,330	1,870	1,820
0650-Professional Services	7,200	10,100	12,800
0653-Advertising	<u>7,355</u>	<u>8,200</u>	<u>5,000</u>
Total	\$ 780,424	\$ 924,865	\$ 902,908

**PERSONNEL SERVICES**

Full-time	\$ 163,397	\$ 178,000	\$ 183,961
Part-time	22,908	58,000	19,000
Part-time-Seasonal	136,975	165,000	191,000
Overtime		<u>-</u>	<u>-</u>
Total Personnel Services	\$ 323,280	\$ 401,000	\$ 393,961

**PERSONNEL SCHEDULE**

<u>Course Operations</u>		<u>Course Maintenance</u>	
<u>Full Time</u>		<u>Full Time</u>	
Golf Clubhouse Manager	1.00	Golf Course Superintendent	1.00
Asst. Golf Clubhouse Manager	1.00	Golf Course Laborer	1.00
 <u>Part-Time/Seasonal:</u>		 <u>Part-Time:</u>	
Pro Shop Staff p/t	1.46	Laborer p/t	0.73
Cart Attendants p/t	1.95	<u>Seasonal:</u>	
Food & Beverage Staff p/t	<u>1.92</u>	Groundskeeper I p/t	<u>3.00</u>
Total	5.32	Total	3.73
 Total Personnel		Full-time	4.00
<u>9.05</u>		Full-time Equivalent (Part-time)	9.05

City of Florissant Operating Budget  
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**03 - CAPITAL IMPROVEMENT FUND**

	Actual	Budget	Proposed
	<u>2019</u>	<u>2020</u>	<u>2021</u>
<b><u>REVENUE</u></b>			
Capital Improvement Sales Tax	\$ 3,505,916	\$ 3,497,000	\$ 3,387,000
Interest	18,556	-	-
Miscellaneous Revenue	49,692	-	-
Grants & Reimbursements	<u>220,454</u>	<u>-</u>	<u>128,000</u>
Total Budgeted Revenue	\$ 3,794,618	\$ 3,497,000	\$ 3,515,000
		Less Total Budgeted Expenditure	<u>(3,762,288)</u>
		Equal Revenue Over/(Under) Expenditure	(247,288)
		Plus Estimated Beginning Fund Balance	<u>1,383,221</u>
		Equal Estimated Ending Fund Balance	\$ 1,135,934

**EXPENDITURES**

0320-Debt Payment	\$ 426,799	\$ 515,000	\$ 499,088
0314-Salary & Benefit Admin Cross Charge CIF		105,000	104,000
0324-Telecom/Computer	407	180,500	185,500
0329-Buildings & Grounds	45,080	187,500	200,500
0330-Equip & Vehicle Expense	184,343	211,000	206,500
0333-Material & Supplies	63,772	122,000	90,000
0334-Street Markings	26,699	22,500	22,500
0350-Professional Service	411,925	208,964	565,200
0351-Street Lighting	429,338	515,000	375,000
0352-Street Contracts	724,891	1,450,506	1,000,000
0353-Bridge Repair & Maint.	27,202	50,000	50,000
0354-Sidewalk Repairs	40,043	239,362	110,000
0361-Capital Additions	<u>902,869</u>	<u>661,289</u>	<u>354,000</u>
Total	\$ 3,283,368	\$ 4,468,621	\$ 3,762,288

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**City of Florissant  
Capital Improvement Fund  
2021 Budget**

Acct #	Description	Budget 2020	Proposed Budget 2021
<b>REVENUES</b>			
4-03100	CAPITAL IMPROVEMENT SALES TAX	\$ 3,450,000	\$ 3,350,000
4-03110	CAPITAL IMPROVEMENT SALES TAX-T1	47,000	37,000
4-03200	INTEREST	-	-
4-03210	CAPITAL IMP. T1-INTEREST	-	-
4-03310	INSURANCE PROCEEDS	-	-
4-03514	GRANT REV - ST. DENIS PH 1 - DESIGN		128,000
	<b>TOTAL REVENUE</b>	<b>\$ 3,497,000</b>	<b>\$ 3,515,000</b>
<b>EXPENSES</b>			
5-03-20000	DEBT PAYMENT PRIOR 2019	\$ 4,000	\$ 5,000
5-03-20010	DEBT PAYMENT - 2011 COP	43,000	31,250
5-03-20020	DEBT PAYMENT - 2016 SOB	356,000	350,838
5-03-20030	DEBT PAYMENT - 2019 EQ LEASE/PURCHASE	112,000	112,000
	<b>TOTAL DEBT SERVICE</b>	<b>\$ 515,000</b>	<b>\$ 499,088</b>
5-03-14050	SALARY & BENEFIT CROSS CHARGE-CAP IMPRVMT	105,000	104,000
5-03-24030	INTERNET & FIBER CONNECTIVITY	150,000	150,000
5-03-24070	SOFTWARE PURCH & MAINT	30,500	35,500
5-03-29000	BLDG & GROUNDS MAINT & SUPPLIES - OTHER	25,500	22,500
5-03-29010	BLDG & GROUNDS MAINT & SUPPLIES - CITY HALL	50,000	40,000
5-03-29020	BLDG & GROUNDS MAINT & SUPPLIES - GOVT BLDG	10,000	8,000
5-03-29030	BLDG & GROUNDS MAINT & SUPPLIES - CITY GARAGE	20,000	15,000
5-03-29040	BLDG & GROUNDS MAINT & SUPPLIES - HEALTH BLDG	22,000	15,000
5-03-29070	SECURITY MAINT & EQUIP	60,000	100,000
5-03-30000	EQUIPMENT REPAIRS & MAINTENANCE	57,000	63,000
5-03-30010	VEHICLE REPAIRS & MAINTENANCE	136,000	130,000
5-03-30011	VEHICLE REPAIRS & MAINTENANCE - PARKS	10,000	-
5-03-30020	SMALL TOOLS-PURCH/ REPAIR & MAINT	8,000	13,500
5-03-33000	MATERIALS & SUPPLIES	122,000	90,000
5-03-33999	COVID-19 EXPENSES	-	
5-03-34000	STREET MARKINGS	22,500	22,500
5-03-50010	PROF SERV - OTHER	119,864	101,200
5-03-50020	PROF SERV - BANK FEES	600	500
5-03-50031	PROF SERV - ACCTG/AUDIT	2,500	3,500
5-03-50045	PROF SERV - COMPUTER SERVICES	76,000	60,000

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**City of Florissant  
Capital Improvement Fund  
2021 Budget**

Acct #	Description	Budget 2020	Proposed Budget 2021
5-03-50050	PROF SERV - ENGINEERING	10,000	400,000
5-03-51000	STREET LIGHTING	515,000	375,000
5-03-52000	STREET CONTRACTS	1,450,506	1,000,000
5-03-53010	BRIDGE REPAIR & MAINT	50,000	50,000
5-03-54020	SIDEWALK REPAIRS	239,362	110,000
	TOTAL SERVICES	\$ 3,292,332	\$ 2,909,200
	TOTAL CAPITAL ADDITIONS	\$ 661,289	\$ 354,000
5-03-61360	CAPITAL ADDITIONS-INFO TECH/ MEDIA	89,995	87,500
	Servers, Computers, Network Equipment, Misc Appliances, Software	60,000	50,000
	Cameras, & Video equip, new software, services - Media	10,000	12,500
	Gov't Bldg - carpet offices/upgrade breakroom		25,000
	Rollover 2019 Encumbrances	19,995	
5-03-61365	CAPITAL ADDITIONS -IT - Vehicle Leases	-	6,000
	Vehicle Leases FY20		6,000
5-03-61390	CAPITAL ADDITIONS-SENIOR CITIZEN	-	45,000
	Painting the exterior of Senior Center		15,000
	Window Replacement at Senior Center		30,000
5-03-61400	CAPITAL ADDITIONS-ADMIN	10,446	-
	Rollover 2019 Encumbrances	10,446	
5-03-61440	CAPITAL ADDITIONS-CIVIC CENTER JJE	55,000	-
	Sign for JJE & Theatre	55,000	
5-03-61480	CAPITAL ADDITIONS-PUBLIC WORKS	283,848	67,500
	Ventrac Mowers	60,000	
	Trailer	10,000	

**City of Florissant  
Capital Improvement Fund  
2021 Budget**

Acct #	Description	Budget 2020	Proposed Budget 2021
Capital Additions (continued)			
	3/4 Ton Truck	26,000	
	Small Tools	2,000	
	2 each 32" Stand on Mower	12,800	
	1 Each 3/4 ton Pickups \$25,000	25,000	
	Equipment lift for mower maintenance	7,500	
	Vehicle for Director 30,000	30,000	
	Health - 1 each Zero Turn 48" Mower	8,000	10,000
	Wheel Dolley w/battery power		8,500
	Misquito Fogger		15,000
	UTV for Highway trash cleanup		18,000
	(1) Mower boom attachment for Ventrac Mower (steep grade)		16,000
	Cap Add - PW Rollover 2019 Encumbrances	102,548	
5-03-61485	CAPITAL ADDITIONS - PW - Vehicle Leases	Sub-Total	-
	Vehicle Leases FY20 (13 vehicles)		148,000
	Vehicle Leases FY21 (13 trucks)		68,000
			80,000
5-03-61490	CAPITAL ADDITIONS-POLICE	Sub-Total	222,000
	Upgrade Existing locker room	100,000	-
	(4) New Vehicles @\$30,500 each	122,000	-
<b>TOTAL EXPENSES</b>		<b>\$ 4,468,621</b>	<b>\$ 3,762,288</b>
<b>NET OVER/UNDER</b>		<b>\$ (971,621)</b>	<b>\$ (247,288)</b>

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City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**09 - PARK IMPROVEMENT FUND**

	Actual <u>2019</u>	Budget <u>2020</u>	Proposed <u>2021</u>
<b><u>REVENUE</u></b>			
Park Improvement Sales Tax	\$ 3,415,085	\$ 3,450,000	\$ 3,350,000
Interest	11,409	4,000	-
Miscellaneous Revenue	9,096	4,821	-
Grant Revenue	<u>990,460</u>	<u>531,400</u>	<u>531,400</u>
Total Budgeted Revenue	\$ 4,426,050	\$ 3,990,221	\$ 3,881,400
		Less Total Budgeted Expenditure	<u>(4,883,386)</u>
		Equal Revenue Over/(Under) Expenditure	(1,001,986)
		Plus Estimated Beginning Fund Balance	<u>835,911</u>
		Equal Estimated Ending Fund Balance	\$ (166,075)

**EXPENDITURES**

0900-Salaries & Benefits	\$ 1,638,940	\$ 1,827,622	\$ 1,806,137
0920-Debt Payment	897,101	974,000	975,819
0921-Uniforms	14,146	18,150	16,800
0924-Telecom/Computer	8,758	7,000	2,500
0926-Utilities	72,072	95,000	92,000
0927-Gasoline	48,261	60,500	55,000
0928-Merchandise-Concessions	31,051	36,600	36,700
0929-Buildings & Grounds	227,394	251,946	247,465
0930-Equip & Vehicle Expense	47,095	38,000	39,000
0931-Equip Rental/Lease	5,456	6,320	6,320
0932-Office Expense	22,621	29,400	25,000
0933-Material & Supplies	129,927	147,200	147,050
0942-Travel, Training and Certification	12,751	12,100	12,700
0943-Organizational Dues	2,670	2,000	3,300
0944-License, Permits & Inspections	6,924	11,890	11,250
0950-Professional Services	30,570	19,410	18,500
0952-Program & Events	70,379	77,700	79,700
0954-Publicity	20,844	28,500	40,350
0961-Capital Additions	<u>1,834,117</u>	<u>1,140,044</u>	<u>1,267,795</u>
Total	\$ 5,121,077	\$ 4,783,382	\$ 4,883,386

**PERSONNEL SERVICES**

Full-time	\$ 987,382	\$ 1,030,000	\$ 1,015,875
Part-time	25,295	95,000	67,000
Part-time Seasonal	84,110	97,000	97,000
Overtime	39,861	35,000	35,000
Contract Services	<u>43,925</u>	<u>72,000</u>	<u>74,000</u>
Total Personnel Services	\$ 1,180,573	\$ 1,329,000	\$ 1,288,875

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City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**PERSONNEL SCHEDULE**

<u>Park Maintenance - full-time</u>		<u>Part Time:</u>		
Parks Director	1.00		Rangers	2.83
Administrative Assistant	1.00			
Senior Ranger	1.00	<u>Seasonal:</u>		
Park Superintendent	1.00		Park Maint.	<u>4.04</u>
Class "A" Foreman	1.00			
Forester I	1.00		Total	6.87
Class "A" Person	5.00			
Class "B" Person	4.00			
Class "C" Person	<u>5.00</u>			
Total	20.00		Full-time	20.00
Total Personnel	<u><u>26.87</u></u>		Full-time Equivalent (Part-time)	6.87

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**City of Florissant  
Park Improvement Fund  
2021 Budget**

Acct #	Description	Proposed Budget 2021	Adopted Budget
<b>REVENUES</b>			
4-09100	PARK IMPROVEMENT SALES T	\$ 3,200,000	\$ 3,100,000
4-09110	PARK IMP. SALES TAX-T1	250,000	250,000
4-09200	INTEREST	4,000	
4-09210	INTEREST-PIF SALES TAX-T		
4-09300	MISCELLANEOUS REVENUE		
4-09310	INSURANCE PROCEEDS	4,821	
4-09510	GRANT REV - STLCO SPLASH	525,000	-
4-09520	GRANT REV - STLCO PARK PLANNING GRANT	6,400	6,400
4-09530	GRANT REV - PARKS	-	
4-09540	GRANT REV - MANION PARK PHASE II	-	525,000
	<b>TOTAL REVENUE</b>	<b>\$ 3,990,221</b>	<b>\$ 3,881,400</b>
<b>EXPENSES</b>			
5-09-10010	FULL-TIME	\$ 1,030,000	\$ 1,015,875
5-09-10020	OVERTIME	35,000	35,000
5-09-10030	PART-TIME	95,000	67,000
5-09-10040	PART-TIME SEASONAL	97,000	97,000
5-09-13010	F.I.C.A.	96,161	92,938
5-09-13019	DB PENSION	43,379	33,109
5-09-13020	DC PENSION	92,408	100,878
5-09-13030	MEDICAL INS.	171,150	184,800
5-09-13040	DENTAL INS.	10,000	10,000
5-09-13050	LIFE INS.	7,500	7,000
5-09-13070	LONG TERM DIS.	5,000	5,000
5-09-13100	RESIDENCY INCENTIVE PROG	13,200	12,000
5-09-13120	WORKER'S COMPENSATION IN	59,824	71,537
5-09-16000	CONTRACT SERVICES	72,000	74,000
	<b>TOTAL SALARIES &amp; BENEFITS</b>	<b>1,827,622</b>	<b>1,806,137</b>
5-09-20000	DEBT PAYMENT - Add'l expenses	5,000	5,000
5-09-20010	DEBT PAYMENT - COP	543,000	537,813
5-09-20020	DEBT PAYMENT - 2016 SOB	341,000	336,006
5-09-20030	DEBT PAYMENT - EQUIP LEASE PURCH SERIES 2019	85,000	97,000
	<b>TOTAL DEBT SERVICE</b>	<b>974,000</b>	<b>975,819</b>

**City of Florissant  
Park Improvement Fund  
2021Budget**

Acct #	Description	Proposed Budget 2021	Adopted Budget
5-09-21440	UNIFORMS - JJE	4,600	4,400
5-09-21441	UNIFORMS - JFK	1,000	1,000
5-09-21450	UNIFORMS-SUMMER CAMP	1,100	1,100
5-09-21460	UNIFORMS - BANGERT	2,800	2,800
5-09-21470	UNIFORMS - PARKS	8,650	7,500
5-09-24020	CABLE TV SERV & EQUIP	-	-
5-09-24070	SOFTWARE PURCHASE & MAINT	6,000	2,000
5-09-24470	RADIO/WALKIE REPAIR & MA	1,000	500
5-09-26000	UTILITIES	95,000	92,000
5-09-27440	GASOLINE-CENTERS	5,500	5,000
5-09-27470	GASOLINE-PARKS	55,000	50,000
5-09-28400	MERCHANDISE-CONCESSIONS-SKATE	500	500
5-09-28440	MERCHANDISE-CONCESSIONS-CTRS	18,100	18,200
5-09-28460	MERCHANDISE-CONCESSIONS-BANGERT	18,000	18,000
5-09-29020	BLDG & GROUNDS- NATURE LODGE	4,000	4,000
5-09-29030	BLDG & GROUNDS MAINT-TREES	139,500	128,000
5-09-29440	BLDG & GROUNDS -JJE	51,671	44,550
5-09-29441	BLDG & GROUNDS -JFK	17,350	18,850
5-09-29442	BLDG & GROUNDS - JJE POOL	14,500	6,000
5-09-29460	BLDG & GROUNDS-BANGERT	3,025	24,165
5-09-29470	BLDG & GROUNDS - PARKS	21,900	13,900
5-09-29472	PARK PAVEMENT REPAIRS	-	8,000
5-09-30440	EQUIPMENT REPAIRS & MAIN - JJE	-	2,000
5-09-30470	EQUIPMENT REPAIRS & MAIN - PARKS	38,000	37,000
5-09-31460	EQUIPMENT RENTAL/LEASE-BANGERT	1,020	1,020
5-09-31470	EQUIPMENT RENTAL/LEASE-PARKS	5,300	5,300
5-09-32440	OFFICE EXPENSE - JJE	11,600	9,500
5-09-32441	OFFICE EXPENSE - JFK	5,300	5,000
5-09-32470	OFFICE EXPENSE - PARKS	12,500	10,500
5-09-33440	MATERIAL & SUPPLIES - JJE	11,300	9,200
5-09-33441	MATERIAL & SUPPLIES - JFK	17,100	14,800
5-09-33442	MATERIAL & SUPPLIES - JJE POOL	8,000	7,900
5-09-33443	MATERIAL & SUPPLIES -ICE RINK	7,000	8,150
5-09-33460	MATERIALS & SUPPLIES-BANGERT POOL	20,300	20,300
5-09-33470	MATERIALS & SUPPLIES-PARKS	83,500	84,700

**City of Florissant  
Park Improvement Fund  
2021 Budget**

Acct #	Description	Proposed Budget 2021	Adopted Budget
5-09-33999	COVID-19 EXPENSES	-	2,000
5-09-42440	TVL, TRAINING, CERTS-JJE (CENTERS)	2,200	1,800
5-09-42450	TVL, TRAINING, CERTS-SUMMER CAMP	4,000	5,000
5-09-42470	TVL, TRAINING, CERTS-PARKS	5,900	5,900
5-09-43470	ORGANIZATIONAL DUES	2,000	3,300
5-09-44440	LIC, PRMT, INSP-JJE	7,150	7,100
5-09-44460	LIC, PRMT, INSP - BANGERT	4,740	4,150
5-09-50010	PROF SERV - OTHER	6,910	4,500
5-09-50020	PROF SERV-BANK FEE	10,000	1,000
5-09-50031	PROF SERV - ACCTG/AUDIT	2,500	3,500
5-09-50440	PROF SERV-JJE	-	1,500
5-09-50470	PROF SERV-PARKS	-	8,000
5-09-52070	JULY 4TH EVENTS	30,000	32,000
5-09-52440	PROG & EVENT EXP - JJE	31,500	32,500
5-09-52441	PROGRAM & EVENT EXP - JFK	3,000	3,000
5-09-52450	PROG & EVENT EXP - SUMMER CAMP	9,000	9,000
5-09-52470	PROGRAM & EVENT EXP. - PARKS	4,200	3,200
5-09-53010	PUBLICITY	28,500	40,350
	TOTAL SERVICE	841,716	833,635
	TOTAL PROGRAM SERVICES	3,643,338	3,615,591
 <b>CAPTITAL ADDITIONS (PARK IMPROVEMENT FUND):</b>			
5-09-61060	CAPITAL ADDITIONS-GOLF COURSE	Sub-Total 32,200	67,300
	John Deere 2500E Cuty Hybrid	32,200	
	Rotary Mower		67,300
5-09-61430	CAPITAL ADDITIONS-THEATRE	Sub-Total 5,000	60,000
	Replace Stage Floor w/Marley Dance Floor	5,000	
	Theatre Lighting System		60,000
5-09-61440	CAPITAL ADDITIONS-JJE	Sub-Total 49,000	24,000
	Sandblast and Paint Indoor Pool	22,000	24,000
	Youth Lounge Furniture & Video Games	5,000	
	Replacement of DE Filters	22,000	

**City of Florissant  
Park Improvement Fund  
2021 Budget**

Acct #	Description	Proposed Budget 2021	Adopted Budget
Capital Additions (continued)			
5-09-61441	CAPITAL ADDITIONS - JFK	Sub-Total	10,500
	Replace Cable crossover machine	5,500	77,000
	Youth Lounge Furniture & Video Games	5,000	
	Replace two (2) treadmills		57,000
	Splash Pad -Replace rock w/concrete		20,000
5-09-61460	CAPITAL ADDITIONS-BANGER POOL	Sub-Total	28,900
	Refurbish Splash Pad	18,500	20,000
	Replace 15 yr old Diving Blocks	10,400	
	Replace pool motor		2,500
5-09-61470	CAPITAL ADDITIONS-PARK IMPROVEMENT	Sub-Total	870,676
	Install dugouts with concrete pads at St. Ferdinand fields 2,3,5,6	50,000	
	Replace St. Ferdinand Front Playground	75,000	
	St. Louis County Municipal Park Grant - enhance Splash Pad at Koch Park (reimbursed by the Park Grant Commission up to \$525,000 net expense \$84,000)	609,000	
	ORD 8598 2/10/20 - Sunset Trail fence at Cold Water Creek	14,676	
	Replace fence at Dunegant Park		30,000
	St. Louis County Municipal Park Grant- install inclusive playground at Manion Park (reimbursed by Park Grant Commission up to \$525,000 net expense \$210,395)		735,395
	Replacement of DE Filters	10,000	
	CAP ADD - Park Impr -Rollover 2019 encumbrances	112,000	
	Christmas Tree for City Hall		36,000

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**City of Florissant  
Park Improvement Fund  
2021 Budget**

Acct #	Description		Proposed Budget 2021	Adopted Budget
Capital Additions (continued)				
5-09-61471	CAPITAL ADDITIONS - PARK EQUIP	Sub-Total	136,000	144,000
	Replace (1) zero turn mower		14,000	14,000
	Wide Area Mower		65,000	
	Replace Playgroun Van w/Truck		32,000	
	Replace R3 Tahoe with Mid-size Truck		25,000	
	Two (2) Wide Area Mowers			130,000
5-09-61475	CAPITAL ADDITIONS- VEHICLE LEASES	Sub-Total		71,600
	Existing leased vehicles (2020 FY)			21,600
	New leased vehicles (2021 FY)			50,000
5-09-61560	CAPITAL ADDITIONS - KOCH	Sub-Total	7,768	-
	CAP ADD - Koch, Rollover 2019 Encumbrances		7,768	
	TOTAL CAPITAL ADDITIONS		1,140,044	1,267,795
	<b>TOTAL EXPENSES</b>		<b>\$ 4,783,382</b>	<b>\$ 4,883,386</b>

**NET OVER/UNDER**

**\$ (793,161) \$ (1,001,986)**

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City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**08 - STREET FUND**

	Actual	Budget	Proposed
	<u>2019</u>	<u>2020</u>	<u>2021</u>
<b><u>REVENUE</u></b>			
Revenue	\$ 1,531,199	\$ 1,500,000	\$ 1,500,000
Interest	5,344	-	-
Grant Revenue	<u>-</u>	<u>1,785,440</u>	<u>160,000</u>
Total Budgeted Revenue	\$ 1,536,543	\$ 3,285,440	\$ 1,660,000
		Less Total Budgeted Expenditure	<u>(2,086,376)</u>
		Equal Revenue Over/(Under) Expenditure	(426,376)
		Plus Estimated Beginning Fund Balance	<u>642,984</u>
		Equal Estimated Ending Fund Balance	\$ 216,608
<b><u>EXPENDITURES</u></b>			
0814-Salary & Benefit Cross Charge - Street Fund	\$ -	\$ 255,000	\$ 256,376
0833-Material & Supplies	-	95,000	120,000
0852-Street Contracts	1,441,893	3,431,801	1,400,000
0861-Capital Additions	<u>-</u>	<u>240,000</u>	<u>310,000</u>
Total	\$ 1,441,893	\$ 4,021,801	\$ 2,086,376

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**City of Florissant  
Street Fund  
2021 Budget**

Acct #	Description	Budget 2020	Proposed Budget 2021
<b>REVENUES</b>			
4-08100	REVENUE	\$ 1,500,000	\$ 1,500,000
4-08200	INTEREST	-	-
4-08510	GRANT REV - ST FERD & 67-Construction	165,182	160,000
4-08511	GRANT REV - N LAFAYETTE -Construction	1,620,258	-
	<b>TOTAL REVENUE</b>	<b>\$ 3,285,440</b>	<b>\$ 1,660,000</b>
<b>EXPENSES</b>			
5-08-14040	SALARY & BENEFIT CROSS CHARGE STREET FUND	255,000	256,376
5-08-33020	MATERIALS & SUPPLIES - SNOW & ICE REMOVAL	95,000	120,000
5-08-52000	STREET CONTRACT	1,406,478	1,200,000
5-08-52100	CONTRACTS - ST FERD & 67-Construction		200,000
5-08-52200	CONTRACTS - N LAFAYETTE-Construction	2,025,323	-
	Sub-Total	3,781,801	1,776,376
<b>CAPITAL ADDITIONS (STREET IMPROVEMENT FUND):</b>		Sub-Total	<u>\$ 240,000</u> <u>\$ 310,000</u>
5-08-61000	CAPITAL ADDITIONS STREET SWEEPER (2) TRUCK REPLACEMENTS	240,000	310,000
	<b>TOTAL EXPENSES</b>	<b>\$ 4,021,801</b>	<b>\$ 2,086,376</b>
<b>NET OVER/UNDER</b>		<b>\$ (736,361)</b>	<b>\$ (426,376)</b>

City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**04 - SEWER LATERAL FUND**

	Actual <u>2019</u>	Budget <u>2020</u>	Proposed <u>2021</u>
<b><u>REVENUE</u></b>			
Revenue	\$ 565,996	\$ 500,000	\$ 500,000
Interest	24,541	9,000	9,000
Miscellaneous Revenue	<u>-</u>	<u>-</u>	<u>-</u>
Total Budgeted Revenue	\$ 590,537	\$ 509,000	\$ 509,000
		Less Total Budgeted Expenditure	<u>(761,185)</u>
		Equal Revenue Over/(Under) Expenditure	(252,185)
		Plus Estimated Beginning Fund Balance	<u>1,174,686</u>
		Equal Estimated Ending Fund Balance	\$ 922,501

**EXPENDITURES**

8000-Salaries & Benefits	\$ 357,000	\$ 371,000	\$ 392,450
8021-Uniforms	259	900	900
8024-Telecom/Computer	-	5,000	5,000
8027-Gasoline	6,650	14,000	10,000
8030-Equipment & Vehicle Expense	32,446	25,000	25,000
8032-Office Expense	1,718	3,000	2,500
8033-Material and Supplies	23,426	38,000	36,000
8042-Travel, Training & Certification	296	1,500	500
8043-Organizational Dues	-	335	335
8050-Professional Services	150,504	174,100	178,500
8055-Insurance & Bonds	-	15,000	15,000
8061-Capital Additions	<u>24,903</u>	<u>158,000</u>	<u>95,000</u>
Total	\$ 597,202	\$ 805,835	\$ 761,185

**City of Florissant  
Sewer Lateral  
2021 Budget**

Acct #	Description	Budget 2020	Proposed Budget 2021
<b>REVENUES</b>			
4-81100	SEWER LATERAL REVENUE	\$ 500,000	\$ 500,000
4-81200	INTEREST	9,000	9,000
	<b>TOTAL REVENUE</b>	<b>\$ 509,000</b>	<b>\$ 509,000</b>
<b>EXPENSES</b>			
5-80-14010	SALARY & BENEFIT CROSS CHG - SEW LAT	371,000	392,450
5-80-21000	UNIFORMS AND ALLOWANCES	900	900
5-80-24050	COMPUTER EQUIP, MAINT & SUPPLIES	5,000	2,500
5-80-24070	SOFTWARE PURCH & MAINT		2,500
5-80-27000	GASOLINE	14,000	10,000
5-80-30000	EQUIPMENT REPAIRS	19,000	19,000
5-80-30010	VEHICLE REPAIRS	6,000	6,000
5-80-32000	OFFICE SUPPLIES/PRINTING	3,000	2,500
5-80-33000	MATERIALS & SUPPLIES	38,000	36,000
5-80-42000	TRAVEL, TRAINING & CERTIFICATION	1,500	500
5-80-43000	ORGANIZATIONAL DUES	335	335
5-80-50020	PROFESSIONAL SERVICES-BANK FEES	1,000	-
5-80-50031	PROF SERV - ACCTG & AUDIT	2,100	2,500
5-80-50050	PROF SERV - SEWER LAT REPAIRS	125,000	135,000
5-80-50060	PROF SERV-SEWER LATERAL VIDEO	36,000	36,000
5-80-50070	PROF SERV - TREE REMOVAL	10,000	5,000
5-80-55000	INSURANCE, FIRE AND LIAB	15,000	15,000
5-80-61010	CAPITAL ADDITIONS	158,000	-
	New GMC 5500 w/plow to replace 2007 SL-13		80,000
	Pneumatic Shoring setup (Multiple Parts)		15,000
	<b>TOTAL EXPENSES</b>	<b>\$ 805,835</b>	<b>\$ 761,185</b>
<b>NET OVER/UNDER</b>		<b>\$ (296,835)</b>	<b>\$ (252,185)</b>

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City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**10 - PROPERTY REVITALIZATION**

	Actual <u>2019</u>	Budget <u>2020</u>	Proposed <u>2021</u>
<b><u>REVENUE</u></b>			
Program Income	\$ -	\$ -	\$ -
Misc Income	<u>-</u>	<u>-</u>	<u>-</u>
Total Budgeted Revenue	\$ -	\$ -	\$ -
		Less Total Budgeted Expenditure	<u>-</u>
		Equal Revenue Over/(Under) Expenditure	-
		Plus Estimated Beginning Fund Balance	<u>638</u>
		Equal Estimated Ending Fund Balance	\$ 638

**EXPENDITURES**

1050-Professional Services	\$ <u>1,971</u>	\$ <u>45,000</u>	\$ <u>44,802</u>
Total	\$ 1,971	\$ 45,000	\$ 44,802

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City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

<b>14 - COURT BUILDING FUND</b>	Actual <u>2019</u>	Budget <u>2020</u>	Proposed <u>2021</u>
<b><u>REVENUE</u></b>			
Revenue	\$ 87,665	\$ 149,000	\$ 132,000
Interest	<u>-</u>	<u>-</u>	<u>-</u>
Total Budgeted Revenue	\$ 87,665	\$ 149,000	\$ 132,000
		Less Total Budgeted Expenditure	<u>(132,000)</u>
		Equal Revenue Over/(Under) Expenditure	-
		Plus Estimated Beginning Fund Balance	<u>-</u>
		Equal Estimated Ending Fund Balance	\$ -
1420-Debt Service	<u>\$ 32,550</u>	<u>\$ 132,000</u>	<u>\$ 132,000</u>
Total	\$ 32,550	\$ 132,000	\$ 132,000

City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**17 - PUBLIC SAFETY FUND**

	Actual <u>2019</u>	Budget <u>2020</u>	Proposed <u>2021</u>
<b><u>REVENUE</u></b>			
Sales Tax Revenue	\$ 2,882,824	\$ 2,800,000	\$ 2,600,000
Interest	4,901	-	-
Miscellaneous Revenue	<u>15,046</u>	<u>-</u>	<u>-</u>
Total Budgeted Revenue	\$ 2,902,771	\$ 2,800,000	\$ 2,600,000
		Less Total Budgeted Expenditure	<u>(2,758,660)</u>
		Equal Revenue Over/(Under) Expenditure	(158,660)
		Plus Estimated Beginning Fund Balance	<u>542,342</u>
		Equal Estimated Ending Fund Balance	\$ 383,682

**EXPENDITURES**

1700-Salaries & Benefits	\$ 1,405,000	\$ 2,151,680	\$ 1,874,360
1726-Utilities	39,091	60,000	60,000
1729-Buildings & Grounds	27,515	25,000	25,000
1761-Capital Additions	<u>1,351,447</u>	<u>799,604</u>	<u>799,300</u>
Total	\$ 2,823,053	\$ 3,036,284	\$ 2,758,660

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**City of Florissant  
Public Safety Fund  
2021 Budget**

Acct #	Description	Budget 2020	Proposed Budget 2021
<b>REVENUES</b>			
4-17100	REVENUE	\$ 2,800,000	\$ 2,600,000
4-17200	INTEREST	-	
4-17310	INSURANCE PROCEEDS	-	
	<b>TOTAL REVENUE</b>	<b>\$ 2,800,000</b>	<b>\$ 2,600,000</b>
<b>EXPENSES</b>			
5-17-14030	SALARY & BENEFIT CROSS CHG - PUB SAFETY	\$ 2,151,680	\$ 1,874,360
5-17-26000	UTILITIES	60,000	60,000
5-17-29000	BLDG.,MNTN., & SUPPLIES	25,000	25,000
5-17-33999	COVID-19 EXPENSES	0	0
5-17-61000	CAPITAL ADDITIONS	\$ 799,604	\$ 799,300
	EQUIPMENT: Sub-Total	<u>348,100</u>	<u>470,000</u>
	Drone Equip to upgrade 2nd drone	18,000	10,000
	Mobile Video Surveillance	50,000	55,000
	Interview Room Video Recording	7,000	10,000
	Mobile Car Computers/printers/devices	80,000	40,000
	Desktop/Laptops & related items	25,000	12,000
	Computer Backup & Security Software	20,000	20,000
	Replace Servers, Network Appliances, printers & devices	20,000	15,000
	All Purpose Traffic Barriers		10,000
	Fencing Project at Station		26,500
	Automatic Parking Access Gates at Police Station and Annex Buildings		195,000
	Upgrade Microsoft Office Server Licenses		10,000
	Four Mobil Radar Units		11,500
	Police K-9		15,000
	Ten Ballistic Helmets		5,000
	Portable Mobil Radio Headsets		5,000
	Window Safety/Security Film		30,000

Acct #	Description	Budget 2020	Proposed Budget 2021
Capital Additions - Equipment (continued)			
	Duty Weapons	15,000	
	Tourniquets for Officer Belts	7,500	
	LPR Cameras	10,000	
	3D Total Station Add' Hardware/software	5,000	
	Ballistic Shields for Patrol Vehicles	56,000	
	(10) Portable Radios & related parts	33,500	
	Police Bicycle	1,100	
	VEHICLES: Sub-Total	<u>204,300</u>	<u>329,300</u>
	Purchase of (7) new vehicles and related equipment at \$36,000 each		234,500
	Purchase of (2) new Chevrolet Tahoe Police Vehicles and related equipment at 37,500.		75,000
	Radio/Emergency equipment installation at \$2,200 each for (9) new vehicles.		19,800
	(3) New Vehicles @ \$30,500 each	91,500	
	Equipment for (7) new vehicles	21,000	
	(2) New Chev Tahoes & Related Equip	72,000	
	(9) Radio Emergency Equip Installation	19,800	
	Rollover 2019 Encumbrances	247,204	
	<b>TOTAL EXPENSES</b>	<u>\$ 3,036,284</u>	<u>\$ 2,758,660</u>
	<b>NET OVER/UNDER</b>	<u>\$ (236,284)</u>	<u>\$ (158,660)</u>

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City of Florissant Operating Budget  
December 1, 2019 through November 30, 2020

**16 - PROPERTY MAINT. FUND**

	Actual <u>2019</u>	Budget <u>2020</u>	Proposed <u>2021</u>
<b><u>REVENUE</u></b>			
Business License - Rental Property	\$ 408,859	\$ 373,000	\$ 350,000
Vacant Property Registration	<u>16,955</u>	<u>17,000</u>	<u>15,000</u>
Total Budgeted Revenue	\$ 425,814	\$ 390,000	\$ 365,000
		Less Total Budgeted Expenditure	<u>(396,170)</u>
		Equal Revenue Over/(Under) Expenditure	(31,170)
		Plus Estimated Beginning Fund Balance	<u>97,570</u>
		Equal Estimated Ending Fund Balance	\$ 66,400
 <b><u>EXPENDITURES</u></b>			
1600-Salaries & Benefits	\$ 361,000	\$ 373,000	\$ 386,170
1632-Office Expense	<u>1,763</u>	<u>15,000</u>	<u>10,000</u>
Total	\$ 362,763	\$ 388,000	\$ 396,170

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**CITY OF FLORISSANT**



**PUBLIC HEARING NOTICE**

**Notice is hereby given in accordance with Chapter 410.020 of the Florissant Code of Ordinances, the Subdivision 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, October 12, 2020 at 7:30 p.m. on the following proposition:**

**To approve a final subdivision plat for the property located at 3159 North 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.**

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



97            *petitioner may request the City Council to set a public hearing on such final plat by filing a*  
98            *written request thereof with the City Clerk together with any required deposit to cover the*  
99            *anticipated costs of advertising such public hearing. Upon receipt of such written request and the*  
100           *deposit for advertising costs, the City Council shall set a public hearing and in the absence of a*  
101           *recommendation from the Planning and Zoning Commission, the Planning and Zoning*  
102           *Commission shall be deemed to have made a recommendation of approval.*  
103           *h. At least fifteen (15) days' notice of such public hearing shall have been published in a legal*  
104           *newspaper of general circulation within the City of Florissant giving the time, date, place and*  
105           *purpose of such hearing, but no public hearing shall be commenced until the petitioner has*  
106           *provided payment for the notice of publication of such public hearing. If such payment is not*  
107           *provided by the petitioner within sixty (60) days of submission of a bill thereto, the petition shall*  
108           *be deemed abandoned and the request for public hearing withdrawn.*  
109           *i. Upon enactment of an ordinance approving a final plat, the City Clerk shall certify such*  
110           *enactment on the face of the original plat and shall return the plat to the petitioner for recording.*  
111           *Two (2) copies of the final plat, with the book and page where recorded noted thereon, shall be*  
112           *filed with the City Clerk after recording. No building permits shall be issued for any subdivision*  
113           *until said two (2) copies of the recorded plat have been filed with the City Clerk."*

114

115    **V. STAFF RECOMMENDATIONS:**

116    The Final Plat was reviewed and approved by the City Engineer as part of the process and  
117    as a condition required prior to submission for recording. Staff recommends the  
118    Subdivision as submitted and any additional requirements the Commission would  
119    entertain regarding this development.

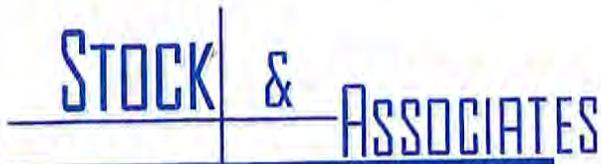
120

121    **Suggested Motion**

122    I move to recommend approval the final plat as presented, per the **Final Plat drawing**  
123    **attached** and recommend that the Final Plat be forwarded for consideration by the City  
124    Council.

125

(end report and suggested motion)



**Consulting Engineers, Inc.**

257 Chesterfield Business Parkway  
 St. Louis, MO 63005  
 T: (636) 530-9100 | F: (636) 530-9130  
 E-mail: general@stockassoc.com

**LETTER OF TRANSMITTAL**

DATE: 8/7/2020	JOB NO. 2020-6719
ATTENTION: Mr. Tom Goldkamp – City Engineer	
RE: Flower Valley Shopping Center	
Florissant, MO	

**TO: City of Florissant – Building Department**  
 955 Rue St. Francois  
 Florissant, Missouri 63031

WE ARE SENDING YOU:  Attached  Under Separate cover via Hand Delivery the following items:

- Shop Drawings       Prints       Plans       Samples       Specifications  
 Copy of Letter       Change Order       \_\_\_\_\_

Copies	Date	No.	Description
11	8/07/20		Copy of the preliminary plat for review
			Subdivision name approval letter

THESE ARE TRANSMITTED as checked below:

- For Approval       Approved as Submitted       Resubmit \_\_\_\_\_ copies for approval  
 For your use       Approved as noted       Submit \_\_\_\_\_ copies for distribution  
 As requested       Returned for corrections       Return \_\_\_\_\_ corrected prints  
 For review and comment       \_\_\_\_\_  
 FOR BIDS DUE \_\_\_\_\_ 20 \_\_\_\_\_       PRINTS RETURNED AFTER LOAN TO US

REMARKS:

Sincerely,

SIGNED: Joe Pfleger  
 Joe Pfleger, Missouri PLS

OPY TO: George M. Stock, P.E. President  
 Marty Akerblom via e-mail [makerblom@allenmatkins.com](mailto:makerblom@allenmatkins.com)  
 Timothy J. Tryniecki [ttryniecki@atllp.com](mailto:ttryniecki@atllp.com)









# **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, October 12, 2020 at 7:30 P.M. on the following proposition:**

**To authorize a Special Use Permit to allow for an Event Center Establishment in a B-3 Extensive Commercial District for the property located at 3421 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



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 \_\_\_\_\_  
Building Commissioner to complete  
ward, zone & date filed

SIGN. [Signature] DATE: 9-29-2020

SPECIAL PERMIT FOR Operations for special event functions  
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 3421 N. Highway 67  
Address of property.

1) Comes Now Selean Williams  
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 empty 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.



## 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   X   Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

(a) If an individual:

- (1) Name and Address Selena D Williams, 1968 Shurdell Dr. St Louis, Mo. 63138
- (2) Telephone Number 314-482-2494
- (3) Business Address 3421 N. Highway 67, Florissant, Mo. 63033
- (4) Date started in business 02/2020
- (5) Name in which business is operated if different from (1) Event Visions by Selena, LLC
- (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 Lindbergh Plaza / Kent Evans

Address 3401 N. Highway 67 St. Louis, MO 63033 / 41 Rio Vista Dr. St. Louis, MO 63124

Property Owner D.E.P. PROPERTIES L.L.C.

Location of property 3401 N. Highway 67 Florissant, MO 63033

Dimensions of property IRR / 0219 - 0254 / IRR

Property is presently zoned Commercial Requests Rezoning To \_\_\_\_\_

Proposed Use of Property Shopping Center Strip Mall (Special Events as Needed)

Type of Sign (U.I.P.) Height (U.I.P.)

Type of Construction Brick Number Of Stories 1

Square Footage of Building 10,488 Sq. Ft. Number of Curb Cuts 2

Number of Parking Spaces 93 Sidewalk Length (U.I.P.)

Landscaping: No. of Trees (U.I.P.) Diameter \_\_\_\_\_

No. of Shrubs (U.I.P.) Size \_\_\_\_\_

Fence: Type \_\_\_\_\_ Length \_\_\_\_\_ Height \_\_\_\_\_

**PLEASE SUBMIT THE FOLLOWING INFORMATION ON PLANS OR DRAWINGS:**

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

**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.

ST. FERDINAND COMMONS BLK PT. 11 BDY ADJ (AKA SUNSWEPT - LINDBERGH D. E. P. TRACT

**PROVIDE LOCATION MAP SHOWING AREA INVOLVING THIS PETITION**

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

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**OFFICE USE ONLY**

Date Application reviewed \_\_\_\_\_ 9/9/20

STAFF REMARKS: \_\_\_\_\_ see report

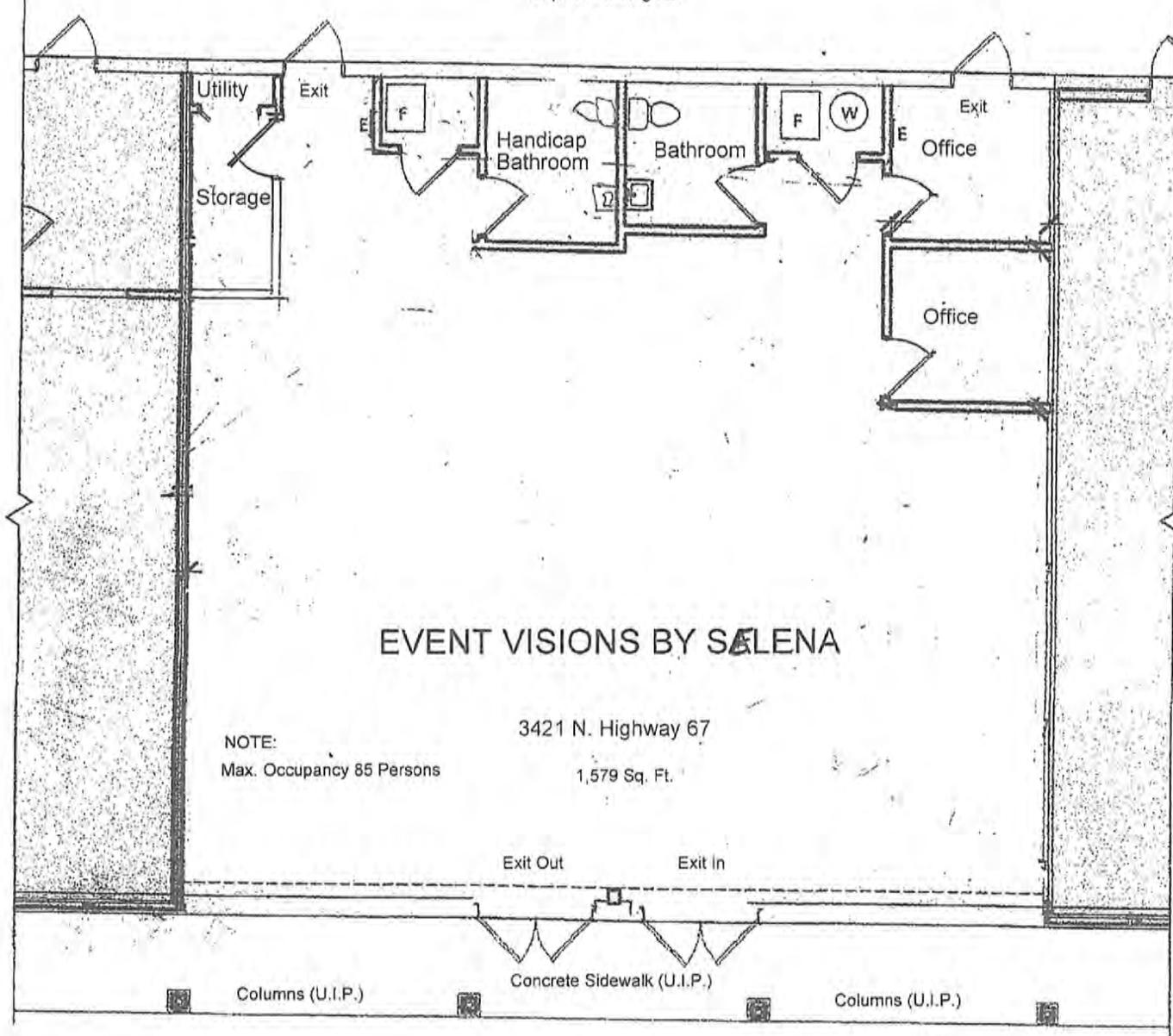
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
\_\_\_\_\_  
Building Commissioner or Staff Signature

Asphalt Parking Lot



### EVENT VISIONS BY SALENA

3421 N. Highway 67

NOTE:  
Max. Occupancy 85 Persons

1,579 Sq. Ft.

Exit Out

Exit In

Columns (U.I.P.)

Concrete Sidewalk (U.I.P.)

Columns (U.I.P.)

Asphalt Parking Lot

LINBERGH PLAZA

*Highway 67*



DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 02-17-2020

Employer Identification Number:  
84-4746871

Form: SS-4

Number of this notice: CP 575 G

EVENT VISIONS BY SELENA LLC  
SELEAN D WILLIAMS SOLE MBR  
1968 SHARDELL DR  
SAINT LOUIS, MO 63138

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-4746871. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

#### IMPORTANT REMINDERS:

- \* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is EVEN. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

## CERTIFICATE OF ORGANIZATION

WHEREAS,

**EVENT VISIONS BY SELENA, LLC**

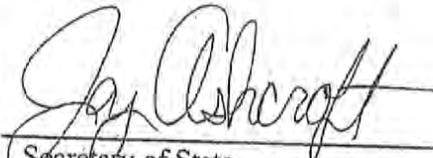
**LC1723420**

filed its Articles of Organization with this office on the 8th day of August, 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 8th day of August, 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: August 8, 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 8th day of August, 2020.

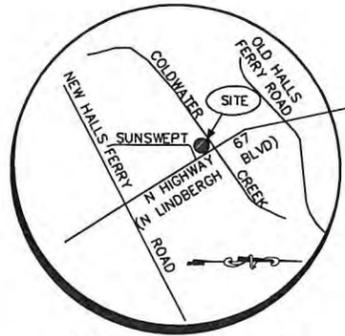
  
Secretary of State



# ALTA / NSPS LAND TITLE SURVEY

## ADJUSTED D.E.P. TRACT SUNSWEPT - LINDBERGH BOUNDARY ADJUSTMENT PLAT (362/199-200)

3401 N HIGHWAY 67 (LINDBERGH BLVD AT COLD WATER CREEK)  
CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI 63033



### LOCATION MAP

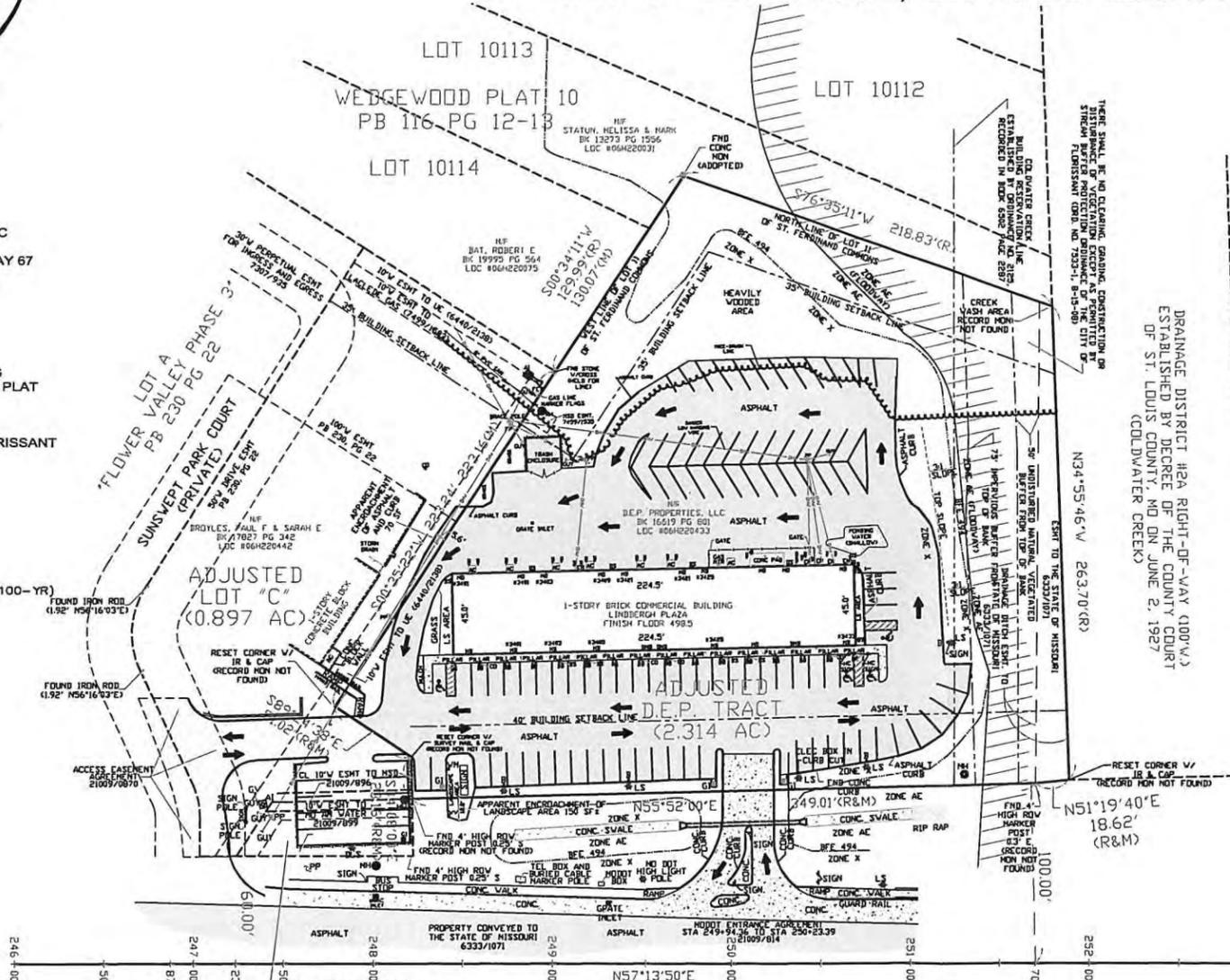
NTS

### PROPERTY DATA

OWNER NAME: D E P PROPERTIES LLC  
 PROPERTY ADDRESS: 3401 N HIGHWAY 67  
 MUNICIPALITY: CITY OF FLORISSANT  
 ZIP CODE: 63033  
 PARCEL ID: 06H220433  
 SUBDIVISION: SUNSWEPT - LINDBERGH BOUNDARY ADJUSTMENT PLAT  
 DEED BOOK: 16619 PAGE: 801  
 SCHOOL DISTRICT: FERGUSON - FLORISSANT  
 FIRE DISTRICT: BLACK JACK  
 ZONING: MUNICIPAL  
 FIRM PANEL: 29189C0058K

### LEGEND:

- AI AREA INLET
- B BOLLARD
- BFE FEMA BASE FLOOD ELEVATION (100-YR)
- CMP CORRUGATED METAL PIPE
- CONC CONCRETE
- DMD DOUBLE MAN DOOR
- DS DOWNSPOUT
- E EAST
- EP END OF PIPE
- ESMT EASEMENT
- EX EXISTING
- F FLOW LINE ELEVATION
- FES FLARED END SECTION
- FF FINISHED FLOOR
- FH FIRE HYDRANT
- GI GRATE INLET
- GV GAS VALVE
- HR HAND RAIL
- IR IRON ROD
- M MEASURED DISTANCE
- MH MANHOLE
- MD MAN DOOR
- MON SURVEY MONUMENT
- N NORTH
- PP POWER POLE
- PROP PROPERTY
- R RECORD DISTANCE
- RCP REINFORCED CONCRETE PIPE
- S SOUTH
- T TOP ELEVATION
- TR TRENCH DRAIN
- TR TO REMAIN
- TBR TO BE REMOVED
- TBR&R TO BE REMOVED & REPLACED
- UIP USE IN PLACE
- PVC POLY VINYL CHLORIDE PIPE
- W WEST
- WV WATER VALVE
- W/ WITH
- YD YARD DRAIN



**NORTH HIGHWAY 67 (VARIABLE WIDTH)  
(AKA NORTH LINDBERGH BOULEVARD)  
(FORMERLY HIGHWAY M-140)**

BENCH MARK (#4-323): ELEVATION 499.23  
 "L" ON TOP OF SOUTHWEST CORNER OF THE WEST END OF A CONCRETE WALL SUPPORTING THE WEST END OF A CHAIN LINK FENCE ON BRIDGE OVER COLD WATER CREEK, 41' NORTH OF CENTERLINE NORTH HIGHWAY 67.

- TITLE COMMITMENT NOTES:  
 TITLE COMMITMENT FOR THE D.E.P. PROPERTIES, LLC, PROPERTY WAS BASED ON RESOLUTIONS TITLE, INC COMMITMENT NUMBER 16-26857, EFFECTIVE DATE: JUNE 24, 2018. THE REFERENCED COMMITMENT FOR TITLE INSURANCE WAS RELIED UPON TO DISCLOSE ALL EASEMENTS AND OTHER MATTERS OF RECORD WITH WHICH THIS PROPERTY.
- SCHEDULE B - SECTION II EXCEPTION NOTES:  
 (NOTE: ITEM NUMBERS CORRESPOND TO SCHEDULE B NUMBERS)
- ITEMS 1-3. NOT PLOTTABLE, NOT OF A SURVEY NATURE.
- ITEM 4. TWO POSSIBLE ENCROACHMENTS WERE FOUND AS SHOWN ON THE SURVEY PLAT. DRIVEWAY AND CURB POSSIBLY ENCROACH ONTO ADJOINING PROPERTY ALONG THE WESTERLY PROPERTY LINE; AND LANDSCAPING POSSIBLY ENCROACHES ONTO STATE RIGHT-OF-WAY ALONG THE SOUTH PROPERTY LINE, SOUTH OF THE MONUMENT SIGN.
- ITEMS 5-9. NOT PLOTTABLE, NOT OF A SURVEY NATURE.
- ITEM 10. BUILDING LINES AND EASEMENTS ARE SHOWN ON SURVEY PLAT PER PLAT BOOK 362 AT PAGE 199-200.
- ITEM 11-12. NOT PLOTTABLE, NOT OF A SURVEY NATURE.
- ITEM 13. OFFSITE MODOOT ENTRANCE SHIFT AND WIDENING FOR SUNSWEPT DRIVE AT N HIGHWAY 67 (21009/0793), AS SHOWN ON SURVEY PLAT.
- ITEM 14. SHIFTING OF MODOOT ENTRANCE SERVING SUBJECT PROPERTY AT CENTERLINE STATIONING 249+94.36 TO STATION 250+23.39 (21009/0814). AS SHOWN ON SURVEY PLAT.
- ITEM 15. INGRESS AND EGRESS EASEMENT FOR SUBJECT PROPERTY (21009/0870). AS SHOWN ON SURVEY PLAT.
- ITEM 16. OFFSITE ENTRANCE LOCATIONS (6407/1859), NO LONGER AFFECTS SUBJECT PROPERTY. MODOOT ENTRANCE AT CENTERLINE STATION 246+87 WAS SHIFTED PER ITEM 13 DOCUMENT.
- ITEM 17. AGREEMENT (6431/1069). NOT PLOTTABLE, NOT OF A SURVEY NATURE.
- ITEM 18. OFFSITE UNION ELECTRIC EASEMENT (6440/2136). DOES NOT AFFECT SUBJECT PROPERTY.
- ITEM 19. OFFSITE MSD EASEMENT (6480/1247). DOES NOT AFFECT SUBJECT PROPERTY.
- ITEM 20. PLAT OF FLOWER VALLEY - PHASE 2 (PB146, PG 59). DOES NOT AFFECT SUBJECT PROPERTY. PLAT OF FLOWER VALLEY - PHASE 3 (PB 230, PG 22). DOES NOT AFFECT SUBJECT PROPERTY.
- ITEM 21. OFFSITE LACLEDE GAS EASEMENTS (6703/1047 & 7499/1533). DO NOT AFFECT SUBJECT PROPERTY.
- ITEM 22. OFFSITE PERPETUAL INGRESS AND EGRESS ROADWAY EASEMENT FOR SUNSWEPT DRIVE (7307/0935). DOES NOT AFFECT SUBJECT PROPERTY.
- ITEM 23. FLOWER VALLEY PHASE 3 (FINAL DEVELOPMENT PLAT) (PB206, PG 79). DOES NOT AFFECT SUBJECT PROPERTY.
- ITEM 24. OFFSITE DEED AND EASEMENT (7333/0397). DOES NOT AFFECT SUBJECT PROPERTY.
- ITEM 25. MSD EASEMENT AS SHOWN ON SURVEY PLAT (7459/1534).
- ITEM 26. MODOOT DEED TO SUBJECT PROPERTY FOR DIRECT ACCESS SERVING SUBJECT PROPERTY AT CENTERLINE STATION 250+08.89 AS SHOWN ON SURVEY PLAT (21009/0822).
- ITEM 27. SUBORDINATION AGREEMENT (16619/0866). NOT PLOTTABLE, NOT OF A SURVEY NATURE.
- ITEM 28. OFFSITE EASEMENT TO UNION ELECTRIC (21137/2160). DOES NOT AFFECT SUBJECT PROPERTY.

- GENERAL SURVEY NOTES:
- BEARING SYSTEM BASE ON THE RECORD PLAT OF SUNSWEPT - LINDBERGH BOUNDARY ADJUSTMENT PLAT AS RECORDED IN THE RECORDER'S OFFICE OF ST. LOUIS COUNTY IN PLAT BOOK 362, PAGE 199.
  - ALL ELEVATIONS SHOWN HEREON ARE BASED ON NGVD-29 DATUM. THE ELEVATIONS WERE ESTABLISHED USING A TOTAL STATION. REFERENCE BENCH MARK IS ST. LOUIS COUNTY BENCHMARK #4-323, ELEVATION 499.23; CHISELED "L" ON TOP OF THE SOUTHWEST CORNER OF THE WEST END OF A CONCRETE WALL SUPPORTING THE WEST END OF A CHAIN LINK FENCE ON THE MODOOT BRIDGE OVER COLDWATER CREEK, 41' NORTH OF CENTERLINE NORTH HIGHWAY 67.
  - LOCATION OF EXISTING UTILITIES EXISTING ON OR SERVING THE SUBJECT PROPERTY WAS DETERMINED BY OBSERVED EVIDENCE COLLECTED DURING THE SURVEY, EVIDENCE FROM PLANS REQUESTED BY THE SURVEYOR, AND MARKINGS REQUESTED BY THE SURVEYOR PURSUANT TO MISSOURI ONE CALL TICKET #161930741 FOR LATE ALONG FRONT OF PROPERTY AT 3401 N US HIGHWAY 67. LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED.
  - THE FEMA FLOODWAY AND BASE FLOOD ELEVATION LIMITS AS SHOWN ON THE SURVEY PLAT ARE SHOWN BASED ON SCALING FROM FEMA MAP NUMBER 29189C0058K DRAWN AT A SCALE OF 1" = 500 FEET. THE UNCERTAINTY OF THE FLOOD LOCATION OF THE FLOOD LINE AS SHOWN ON THE SURVEY IS APPROXIMATELY 10 FEET.

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS; AND THEREFORE, DO NOT REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, DEPTH, NUMBER OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE VERIFICATION OF THE LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES EITHER SHOWN OR NOT SHOWN ON THESE PLANS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMO.

PREPARED FOR:  
**D. E. P. PROPERTIES LLC**  
 41 RIO VISTA DRIVE  
 ST. LOUIS, MO 63124  
 KENT: (314) 420-8696

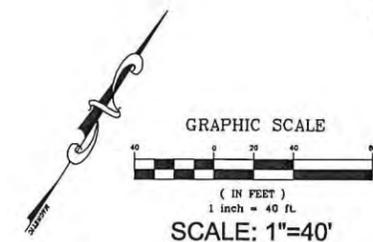
ALTA/NSPS LAND TITLE SURVEY  
 ADJUSTED LOT C  
 SUNSWEPT - LINDBERGH  
 BOUNDARY ADJUSTMENT  
 PLAT (362/199-200)  
 3401 N HIGHWAY 67

ADJUSTED D.E.P. TRACT  
 SUNSWEPT - LINDBERGH  
 BOUNDARY ADJUSTMENT PLAT  
 3401 N HIGHWAY 67

PREPARED BY:  
**AMERICAN ENGINEERING**  
 12417 CAPE COD DRIVE  
 ST. LOUIS, MO 63146  
 (314) 749-5763

SHOULD BE KEPT WITH ORIGINAL SURVEY RECORDS  
 CHANGES  
 CANNOT BE MADE  
 WITHOUT  
 WRITTEN  
 PERMISSION  
 OF THE  
 SURVEYOR  
 REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR  
 MISSOURI  
 #161930741

SHHEET 1  
 1



WUNNENBERG MAP  
 PAGE: 4 GRID: L-5 BASE MAP: 06-H  
 ZIP CODE: 63033

TO: STANCORP MORTGAGE INVESTORS, GREAT SOUTHERN BANK, RESOLUTIONS TITLE, INC., AND D.E.P. PROPERTIES, LLC.

THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 5, 2018.

CHARLES L. STROUD, PLS MO LS-1473

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**MEMORANDUM**



**CITY OF FLORISSANT- Building Division**

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

To: Planning and Zoning Commissioners Date: September 16, 2020

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

Subject: **3421 N. Highway 67 (Event Visions by Salena, LLC) Request**  
Recommended Approval of a Special Use to allow for an Event Center  
establishment in a 'B-3' Extensive Business District.

**STAFF REPORT**  
**CASE NUMBER PZ-092120-3**

**I. PROJECT DESCRIPTION:**

This is a request for **recommended approval** of a Special Use, to allow for an Event Center establishment at **3421 N. Highway 67**, in an existing 'B-3' Planned Commercial District.

**II. EXISTING SITE CONDITIONS:**

The existing property at **3421 N. Highway 67** is a property which is a 2.31 acre site with a shopping center in a 'B-3' Extensive Business District.

The subject property is approximately 1579 s.f. in the shopping center which is about 10,190 s.f.. There is a survey attached which shows the boundary limits and existing parking.

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

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 plan of existing with no proposed  
48 changes.

49  
50 Comments on Drawings:

51  
52 Site Plan: A site plan was requested indicating compliance with the parking code and an  
53 ALTA Survey was provided, see attached.

54  
55 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 Proposed Event Center		2000
3425 Cricket Wireless/Vacant Proposed Liquor Store		1050
3433 Our Urgent Care	Medical services.	3000
<b>Total s.f.</b>		<b>10190</b>

56

57 Staff Calculations:

58 Offices are calculated at 3/1000 s.f. x 2300 s.f.= 7

59 Commercial Service Retail Centers are calculated at 4/1000 s.f.x 2890= 12

60 Proposed Event Center 85 occupants x 1/4 seats for Banquet Centers = 21

61 Medical Offices are calculated at 4.5/1000 s.f. x 3000= 13.5

62 **Total parking required 44, total provided 84, complies.**

63

64

65 **III. STAFF RECOMENDATIONS:**

66 Detailed description of the business should be presented by the petitioner to  
67 verify if banquet facilities is the most heavily occupied usage anticipated.

68

69 **Suggested Motion:**

70 I move for Recommended Approval of a Special Use to allow for an Event Center  
71 establishment in a 'B-3' Extensive Business District as shown on plans attached, subject  
72 to the conditions set forth below with these conditions being part of the record:

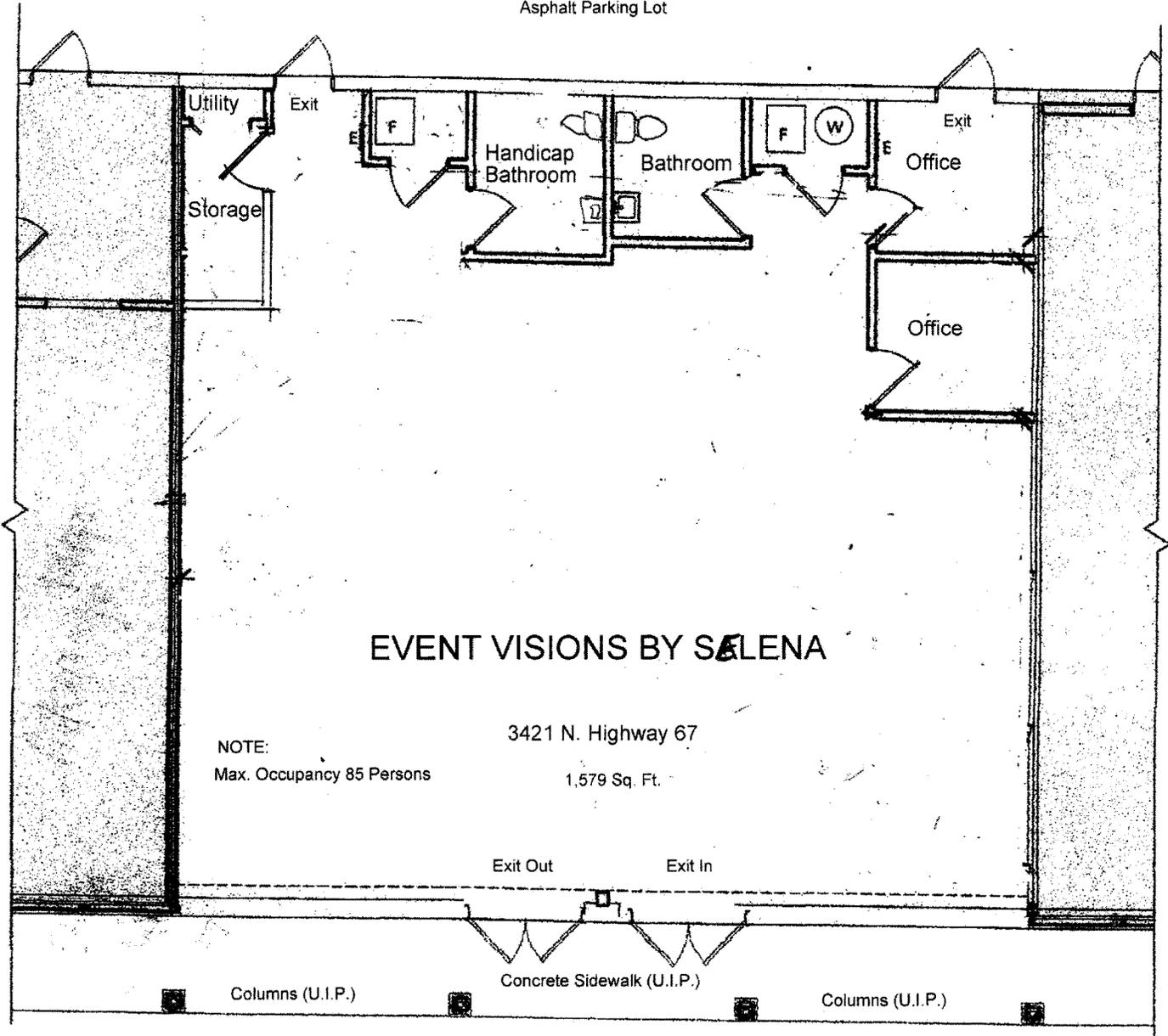
73

74

75

(End of report and suggested motion)

Asphalt Parking Lot



### EVENT VISIONS BY SALENA

3421 N. Highway 67

NOTE:  
Max. Occupancy 85 Persons

1,579 Sq. Ft.

Exit Out

Exit In

Columns (U.I.P.)

Concrete Sidewalk (U.I.P.)

Columns (U.I.P.)

Asphalt Parking Lot

LINBERGH PLAZA

Highway 67

1 INTRODUCED BY COUNCILMAN SIAM  
2 SEPTEMBER 28, 2020

3  
4 BILL NO. 9623 ORDINANCE NO.

5  
6 **ORDINANCE AUTHORIZING AN AMENDMENT TO B-5 ORDINANCE**  
7 **NO. 7657, AS AMENDED, TO ALLOW FOR THE REDEVELOPMENT**  
8 **OF A NEW BANKING FACILITY FOR THE PROPERTY LOCATED AT**  
9 **2895 N. HWY 67.**

10  
11 WHEREAS, the City Council passed and approved Ordinance No.7657 which  
12 authorized a proposed development at 2895 N. Highway 67; and

13 WHEREAS, the Planning and Zoning Commission of the City of Florissant has  
14 recommended to the City Council at their meeting of September 7, 2020 that Ordinance No.  
15 7657 to allow for the redevelopment of a new banking facility for the property located at 2895 N  
16 Highway 67; and

17 WHEREAS, due and lawful notice of a public hearing no. 20-09-027 on said proposed  
18 change was duly published, held and concluded on 28<sup>th</sup> of September by the Council of the City  
19 of Florissant; and

20 WHEREAS, the Council, following said public hearing, and after due and careful  
21 deliberation, has concluded that the amendment of Ordinance No. 7657, as hereinafter set forth,  
22 to be in the best 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 Section 1: 'B-5' Ordinance No. 7657 located at 2895 N. Highway 67 is hereby amended to  
28 allow for a new banking facility with the following stipulations:

29  
30 **1. PERMITTED USES**

31  
32 The use permitted in this B-5 Planned Commercial District shall be limited to a  
33 bank facility.

34  
35 **2. FLOOR AREA, HEIGHT AND BUILDING REQUIREMENTS**

36  
37 a. The building shall be limited to a single story building with a total square  
38 footage of approximately 3564 square feet. The main building shall not exceed 22  
39 feet in height. The building shall be constructed of as depicted on the plans  
40 presented: **C1 and C7 dated rev 8/31/20, C6, C7, C8, C9, C13, C14, C15, and C16,**

41 **dated 8/3/20 ~~SUV-1~~, LP-1, LP-2, TP-1 TP-2, Proposed Exterior Elevations dated**  
 42 **7/20/20 by Core States Group and New Build Program by ICON pages 1-21 dated**  
 43 **Rev 8/4/20.**

44  
45 **3. PERFORMANCE STANDARDS**

46  
47 Uses within this B-5 Planned Commercial District identified herein shall conform  
48 to the most restrictive performance standards as set forth in Article VII of the  
49 Florissant Zoning Code.

50  
51  
52 **5. FINAL SITE DEVELOPMENT PLAN GENERAL CRITERIA**

53  
54 The above Final Site Development Plan shall include the following:

- 55  
56 a. Location and size, including height of building, landscaping and general use of the  
57 building.
- 58  
59 b. Gross square footage of building.
- 60  
61 c. Existing and proposed roadways, drives, and sidewalks on and adjacent to the  
62 property in question.
- 63  
64 d. Location and size of parking areas and internal drives.
- 65  
66 e. Building and parking setbacks.
- 67  
68 f. Curb cut locations.
- 69  
70 g. Existing proposed contours at intervals of not more than two (2) feet.
- 71  
72 h. Preliminary storm water and sanitary sewer facilities.
- 73  
74 I. Identification of all applicable cross-access and cross-parking agreements.

75  
76 **6. FINAL SITE DEVELOPMENT PLAN CRITERIA**

77  
78 The above Final Site Development Plan shall adhere to the following specific  
79 design criteria:

80  
81 a. Structure Setbacks.

- 82  
83 (1) No building, excluding retaining walls and light standards shall be located  
84 within forty (40) feet of the right-of-way of North Highway 67.
- 85 (2) The setbacks shall be as approved by the Planning and Zoning Commission.

86  
87 b. Parking, Loading and Internal Drives Setbacks.

88

- (1) Parking, loading spaces, internal drives and roadways shall be located in accordance with the plans attached **C7 dated rev 8/31/20** by Core States Group.
- (2) All of the setbacks depicted on the Preliminary Development Plan are approved but may be modified with the approval of the Planning and Zoning Commission.

c. Minimum Parking/Loading Space Requirements.

- (1) Parking regulations shall be as required by 405.225 of the Florissant Zoning Code, except as otherwise varied herein. There shall be a minimum of 33 parking spaces. Parking spaces shall comply with the Florissant parking requirements.

d. Road Improvements, Access and Sidewalks.

- (1) The Director of Public Works, the Missouri Department of Transportation (MODOT) and St. Louis County Department of Highways shall approve any new work in the North Highway 67 right-of-way. The property owner shall comply with all requirements for roadway improvements as specified by the Director of Public Works and MODOT in approving new work.

e. Lighting Requirements.

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

- (1) All site lighting shall be as shown in accordance with the lighting plan marked **C13, C14, C15, C16, dated 8/3/20** by Core States Group..
- (2) The maximum height of any lights, including base, light fixture and light standard, shall be 28 feet above grade.
- (3) All lot lighting shall be directed downward and inward to reduce glare onto the adjacent properties and roads.

f. Sign Requirements.

- (1) There shall be one directional sign “E12” located as shown on ICON New Build Program drawings 1-21 dated May 4, 2020.
- (2) There shall not be one Post Sign “E4” located as shown on ICON New Build Program drawings 1-21 dated May 4, 2020.
- (3) All other signage shall comply with the City of Florissant sign ordinance.

g. Landscaping and Fencing.

- (1) Landscaping shall be in accordance with the landscaping plan marked LP-1, LP-2 dated 7/20/20 by Core States Group, except as amended herein.

134 (2) The grass areas and landscaped areas shall have a fully operation underground irrigation  
135 system.

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

138  
139 h. Storm Water.

140 Storm Water and drainage facilities shall comply with the following standards and  
141 requirements:  
142

143  
144 (1) Written approval of any required below ground storm water detention by the  
145 Metropolitan St. Louis Sewer District shall be filed with the Department of  
146 Public Works.

147  
148 (2) The Director of Public Works shall review the storm water plans to assure that  
149 storm water flow will have no adverse effect the neighboring properties or  
150 roads.

151  
152 i. Miscellaneous Design Criteria.

153  
154 (1) All applicable parking, circulation, sidewalks, and all other site design features  
155 shall comply with the Florissant City Code.

156  
157 (2) The minimum yard requirements shall be as shown on the preliminary site  
158 plan marked C7 dated 7/20/20 by Core States Group.

159  
160 (3) All dumpsters shall be contained within a trash enclosure constructed of  
161 material to match the building with gates that are solid metal, metal reinforced  
162 vinyl or metal picket type with a maximum spacing of the pickets of 2 inches.  
163 The trash enclosure shall be located as shown on the preliminary site plan  
164 marked C7 dated 7/20/20 by Core States Group.

165  
166 (5) All storm water and drainage facilities shall be constructed, and all  
167 landscaping shall be installed, prior to occupancy of the building, unless  
168 remitted by the Director of Public Works due to weather related factors.

169  
170 (6) All mechanical equipment shall be roof mounted and screened from view by  
171 the building parapet walls. All electrical equipment shall be properly screened  
172 with landscaping as required by section 405.245 of the Florissant Municipal  
173 Code.

174  
175 (7) Unless and except to the extent otherwise specifically provided herein, the  
176 Final Site Development Plan shall comply and be in accordance with all other  
177 ordinances of the City of Florissant.

178  
179 **7. AMENDMENTS TO THE SITE AND EXTERIOR BUILDING PLANS:**

180 Any changes to the approved plans attached hereto must be reviewed by the Building  
181 Commissioner. The Building Commissioner must make a determination as to the extent  
182 of the changes per the following procedure:  
183

- 184 1. The property owner or designate representative shall submit in writing a request  
185 for an amendment to the approved plans. The building commissioner shall  
186 review the plans for consistency with the purpose and content of the proposal as  
187 originally or previously advertised for public hearing and shall make an advisory  
188 determination.
- 189 2. If the building commissioner determines that the requested amendment is not  
190 consistent in purpose and content with the nature of the purpose as originally  
191 proposed or previously advertised for the public hearing, then an amendment to  
192 the special use permit shall be required and a review and recommendation by the  
193 planning and zoning commission shall be required and a new public hearing shall  
194 be required before the City  
195 Council.
- 196 3. If the building commissioner determines that the proposed revisions are  
197 consistent with the purpose and content with the nature of the public hearing then  
198 a determination of non-necessity of a public hearing shall be made.
- 199 4. Determination of minor changes: If the building commissioner determines that an  
200 amendment to the special use permit is not required and that the changes to the  
201 plans are minor in nature the Building Commissioner may approve said changes.
- 202 5. Determination of major changes: If the Building Commissioner determines that  
203 an amendment to the 'B-5' is not required but the changes are major in nature,  
204 then the owner shall submit an application for review and approval by the  
205 Planning and Zoning commission.

206  
207 **12. VERIFICATION PRIOR TO OCCUPANCY PERMIT**

208 Submit Final Development Plan for approval prior to recording per City Code Section  
209 405.135.  
210

211 **13. GENERAL DEVELOPMENT CONDITIONS.**

- 212 a. Unless, and except to the extent, otherwise specifically provided herein,  
213 development shall be effected only in accordance with all ordinances of the City  
214 of Florissant.  
215
- 216 b. The Department of Public Works shall enforce the conditions of this ordinance in  
217 accordance with the Final Site Development Plan approved by the Planning &  
218 Zoning Commission and all other ordinances of the City of Florissant.  
219

220  
221 **7. PROJECT COMPLETION.**  
222

223 Construction shall start within 120 days of the issuance of building permits, and  
224 the development shall be completed in accordance of the final development plan  
225 within 540 days from start of construction.

226

227

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

230

231 Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

232

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248

\_\_\_\_\_  
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

**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 28, 2020 at 7:30 P.M. on the following proposition, to wit:**

**To issue an amendment to B-5 Ordinance No. 7657, as amended, to allow for the redevelopment of a new banking facility for the property located at 2895 North 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 & Zoning Commission (P&Z) to  
Establish a 'B-5' Planned Commercial District (Re-Zoning) or to Amend the  
Provisions of an Existing 'B-5' Ordinance**



**PLANNING & ZONING ACTION:**

Address of Property:

**RECOMMENDED APPROVAL  
PLANNING & ZONING  
CHAIRMAN**

2895 N Highway 67 ST

Council Ward 9 Zoning B5-Planned Commercial

SIGN. 

DATE: 9.19.2020

Initial Date Petitioner Filed 07/20/2020  
(Staff to complete Ward, Zoning & Date filed)

PETITION TO REZONE OR AMEND CONDITIONS OF A 'B-5' PLANNED COMMERCIAL DISTRICT  
ORDINANCE # 7657 (Current Ord. #)

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

1) Comes Now JPMorgan Chase Bank, National Association  
(Individual's name, corporation, partnership, etc.)  
Enter name of petitioner. If a corporation, state as such. If applicable include DBA (Doing Business As).

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

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

- A. The petitioner (s) hereby states that he (she) (they) is (are) submitting a description of the property for which the Permit is petitioned, by giving bearings & distances (metes and bounds). Not required if legal description is found identical on requirements of "B".
- B. The petitioner (s) hereby states that he (she) (they) is (are) submitting a survey or plat of the property drawn to a scale of 100 feet or less to the inch, referenced to a point easily located on the ground as street intersection, centerline of creek having a generally known name, etc., showing dimensions, bearings and distances of the property, north arrow and scale.
- C. Acreage to nearest tenth of an acre of the property for which 'B-5' is proposed 1.5 Acre

2. The petitioner(s) hereby further state(s) that the property herein described in this petition is presently zoned in a 'B-5' District and is presently being used as \_\_\_\_\_

'54th Street Bar and Grill', a sit-down restaurant.

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

3. The petitioner(s) hereby state(s) the following reasons to justify this 'B-5' petition: A B-5 Amendment  
is required in order to change the use to a banking/financial facility.

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

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

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

PRINT PETITIONER'S REPRESENTATIVE Pam Holmes Pamela.Holmes@jpmchase.com  
Print Name Email address

PETITIONER(S) SIGNATURE (S) Pam Holmes Digitally signed by Pam Holmes  
Date: 2020.07.20 15:01:16 -05'00'

FOR JPMorgan Chase Bank, National Association  
(company, corporation, partnership)

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

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

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

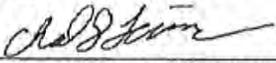
NAME JPMorgan Chase Bank, National Association  
Name of Petitioner(s) Authorized Agent, Firm Name

ADDRESS 383 Madison Avenue, New York New York 10017  
STREET CITY STATE ZIP CODE

PHONE 314-210-7690 Pamela.Holmes@jpmchase.com

I (we) the petitioner (s) do hereby appoint Chad D. Fairbanks, Core States Group cfairbanks@core-states.com as  
BUSINESS Print name of agent. Email address

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 corporation registration.

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

(a) If an individual:

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

(b) If a partnership:

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

(c) If a corporation:

- (1) Names & addresses of all partners JPMorgan Chase Bank, National Association
- (2) Phone Number 314-210-7690 Email Pamela.Holmes@jpmchase.com
- (3) Business address 383 Madison Avenue, New York, New York 10017
- (4) State of Incorporation & a photocopy of incorporation papers Delaware
- (5) Date of Incorporation 1968
- (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. N/A
- (8) Name in which business is operated Chase Bank
- (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 DK Commercial Real Estate LLC (Et Al)

Address 3991 Basalt Ct

Property Owner Lafayette, IN 47905

Location of property 2895 N Highway 67 ST, Florissant, MO 63033

Dimensions of property 178' x 363' (approx.)

Property is presently zoned B-5 per ordinance # 7657

Current & Proposed Use of Property Current: Restaurant Proposed: Banking Facility

Type of Sign \_\_\_\_\_ Height \_\_\_\_\_

Type of Construction Remodel of existing building Number Of Stories One

Square Footage of Building 3,440 sf Number of Curb Cuts 3 (no change)

Number of Parking Spaces 33 Sidewalk Length 179' (no change)

Landscaping: No. of Trees See Landscape Plan Diameter See Landscape Plan

No. of Shrubs See Landscape Plan Size See Landscape Plan

Fence: Type none Length n/a Height n/a

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

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

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

**PROVIDE LEGAL DESCRIPTION OF PROPERTY PERTAINING TO THIS  
PETITION**

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

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

**PROVIDE LOCATION MAP SHOWING AREA INVOLVING THIS PETITION**

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

**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: Are there any foreseen vibration problems at the property line? Yes / No
  - b) Noises: Will the operation or proposed equipment exceed 70 decibels? Yes / No
  - c) Odors: Is there any foreseen problem with odor? Yes / No
  - d) Smoke: Will the operation emit any smoke which could exceed a density described as No. 1 on the Ringleman Chart? Yes / No
  - e) Toxic gases: Is there any foreseen emission of toxic gases from the operation? Yes / No
  - f) Is there foreseen emissions of dirt, dust, fly ash, and other forms of particle matter? Yes / No
  - g) Is there any dangerous amount of radiation produced from the operation? Yes / No
  - h) Is there any glare or heat which would be produced outside of an enclosure? Yes / No
  - i) Is screening of trash dumpsters, mechanical equipment, incinerators, etc., shown? Yes / No
  - j) Is building(s) screened from adjoining residential? Yes / No
  
- 3) Is the height of structures shown? Yes / No
  
- 4) Are all setbacks shown? Yes / No
  
- 5) Are building square footages shown? Yes / No
  
- 6) What are the exterior construction materials on the building(s)? \_\_\_\_\_
  
- 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 accessibility on the site plan shown? 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: \_\_\_\_\_

---



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- 25) Staff Comments: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

\_\_\_\_\_  
**Date Application reviewed**

\_\_\_\_\_  
**Building Commissioner or Staff Signature**





41 **BUILDING DESIGN:**

42

43 The new bank building is proposed is 3564 square feet. The exterior of the building is  
44 constructed of 50 year warranted cultured stone, Cement Panels which come in various  
45 configurations of flat panels 5/8" lapped and wood look. Aluminum panels are used  
46 surrounding a Southwest window element. Metal canopies, coping and storefront.

47

48 The building is representative of a corporate prototype.

49

50 **PARKING AND DRIVEWAYS:**

51

52 There are 33 parking spaces proposed. The parking ordinance requires 13 spaces,  
53 rounding down based upon s.f. The parking study presented shows justification for 38  
54 spaces. Modifications that vary from the parking ordinance requires a parking study to  
55 be submitted to P&Z and Council as part of the review process.

56

57 **WALKWAYS:**

58

59 Proposed is a walk way that is shown five feet wide or 7 feet wide around 3 sides of the  
60 building.

61

62 **LANDSCAPING:**

63

64 SUV-1 shows the existing survey containing many existing trees over 6" in diameter.  
65 The perimeter of the property contains deciduous trees with grass. There are three  
66 landscaped islands in the main parking area. There are landscape beds around the  
67 building perimeter containing a variety of shrubs, meeting the landscape ordinance for  
68 building planting. Landscape calcs are shown in compliance on Sheet LP-1.

69

70 TP-1 shows a chart of Tree disposition with one tree removal.

71 TP-2 indicates tree protection details for construction.

72

73 **STORMWATER AND SEWER CONCEPT:**

74

75 Concept grading and drainage plans are shown on sheets C8 and C9.

76

77

78 **SITE LIGHTING:**

79

80 There are several sheets of drawings, C13-C16 devoted to lighting the site. The lights  
81 will be 28 feet tall. The Photometric drawing indicates that the light levels will range  
82 from a maximum of 4+ foot candles to a low of 0.5 foot candles. The highest intensity is  
83 directly below the lights and disperses evenly over the lot.

84

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86

87 **SIGNAGE:**

88  
89 The proposal includes areas for wall signs and there appears to be no pole or ground sign.  
90 Therefore, all signs conform to the dimension and construction of a wall sign according  
91 to the Florissant Code.

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93  
94 **II. EXISTING SITE CONDITIONS:**

95  
96 The property is currently occupied by an existing building and parking for a restaurant,  
97 54<sup>th</sup> Street Grill. The entire parking and restaurant is propose to be removed for this  
98 project.

99  
100  
101 **III. SURROUNDING PROPERTIES:**

102  
103 The properties to the west are both in a B-3 District- 2855 N. Highway 67 toward the rear  
104 of the site is vacant Cleaners property and the AT&T building at 2875. The property to  
105 the North and East is currently in a B-5 District established for the Public Storage Facility  
106 at 14249 New Halls Ferry. The access drive for the Public Storage separates this site  
107 from the Denny's Restaurant at 2925 N. Highway 67.

108  
109  
110 **IV. STAFF ANALYSIS:**

111  
112 The building as presented does not comply with the masonry ordinance. The trash  
113 enclosure must be constructed of compatible materials with concrete slab and 20'  
114 concrete approach. The height of the building is approximately twenty one foot six  
115 inches in height at the towers.

116  
117 The parking spaces and number of spaces exceeds with the parking code. The drive  
118 aisles comply with width requirements for two way drives. There is one entrance drives  
119 from N. Highway 67 and the East entrance was originally designed to align with Denny's  
120 that would allow traffic onto the Public Storage access drive.

121  
122 The site landscaping complies with the landscaping and screening ordinance. Because  
123 this property is over one acre, an irrigation system will be required per section 405.245 of  
124 the zoning code.

125  
126 There is a walkway shown that wraps around three sides of the building to allow access  
127 to the entry.

128  
129 The lot has some pervious pavement for storm water. All storm water is shown to be  
130 directed to inlets and will be piped to the storm water system.

132 The lighting appears to be designed specifically for this type of development. There are  
133 several styles for area, parking and canopy applications. Given the location of the light  
134 standards, indication of manufacturer's cut-offs and the photometrics, indicates that glare  
135 toward North Highway 67 or the neighboring uses was considered and is limited.

136  
137 The proposal includes areas for signs on 3 sides of the building and no pole signs or  
138 directional signs. The signs must meet the City Sign Code.

139  
140  
141 **VI. STAFF RECOMENDATIONS:**

142  
143 **SUGGESTED MOTION**  
144 **2895 NORTH HIGHWAY 67**  
145

146 **1. PERMITTED USES**

147  
148 The use permitted in this B-5 Planned Commercial District shall be  
149 limited to a bank facility.

150  
151 **2. FLOOR AREA, HEIGHT AND BUILDING REQUIREMENTS**

- 152  
153 a. The building shall be limited to a single story building with a total  
154 square footage of approximately 3564 square feet. The main building  
155 shall not exceed 22 feet in height. The building shall be constructed of  
156 as depicted on the architectural elevations dated July 20, 2020 by Core  
157 States Group.

158  
159  
160 **3. PERFORMANCE STANDARDS**

161  
162 Uses within this B-5 Planned Commercial District identified herein shall  
163 conform to the most restrictive performance standards as set forth in Article  
164 VII of the Florissant Zoning Code.

165  
166  
167 **5. FINAL SITE DEVELOPMENT PLAN GENERAL CRITERIA**

168  
169 The above Final Site Development Plan shall include the following:

- 170  
171 a. Location and size, including height of building, landscaping and general use  
172 of the building.  
173  
174 b. Gross square footage of building.  
175  
176 c. Existing and proposed roadways, drives, and sidewalks on and adjacent to  
177 the property in question.

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- d. Location and size of parking areas and internal drives.
- e. Building and parking setbacks.
- f. Curb cut locations.
- g. Existing proposed contours at intervals of not more than two (2) feet.
- h. Preliminary storm water and sanitary sewer facilities.
- I. Identification of all applicable cross-access and cross-parking agreements.

**6. FINAL SITE DEVELOPMENT PLAN CRITERIA**

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

a. Structure Setbacks.

- (1) No building, excluding retaining walls and light standards shall be located within forty (40) feet of the right-of-way of North Highway 67.
- (2) The setbacks shall be as approved by the Planning and Zoning Commission.

b. Parking, Loading and Internal Drives Setbacks.

- (1) Parking, loading spaces, internal drives and roadways shall be located in accordance with the plans attached C1, C6, C7, C8, C9, C13, C14, C15, C16, SUV-1, LP-1, LP-2, TP-1 TP-2, Proposed Exterior Elevations all dated 7/20/20 by Core States Group.
- (2) All of the setbacks depicted on the Preliminary Development Plan are approved but may be modified with the approval of the Planning and Zoning Commission.

c. Minimum Parking/Loading Space Requirements.

- (1) Parking regulations shall be as required by 405.225 of the Florissant Zoning Code, except as otherwise varied herein. There shall be a minimum of 33 parking spaces. Parking spaces shall comply with the Florissant parking requirements.

d. Road Improvements, Access and Sidewalks.

- (1) The Director of Public Works, the Missouri Department of Transportation (MODOT) and St. Louis County Department of Highways shall approve any new work in the North Highway 67 right-

225 of-way. The property owner shall comply with all requirements for  
226 roadway improvements as specified by the Director of Public Works  
227 and MODOT in approving new work.  
228

229 e. Lighting Requirements.  
230

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

- 234 (1) All site lighting shall be as shown in accordance with the lighting plan  
235 marked C13, C14, C15, C16, dated 7/20/20 by Core States Group..
- 236 (2) The maximum height of any lights, including base, light fixture and  
237 light standard, shall be 28 feet above grade.
- 238 (3) All lot lighting shall be directed downward and inward to reduce glare  
239 onto the adjacent properties and roads.  
240

241 f. Sign Requirements.  
242

- 243 (1) All signage shall comply with the City of Florissant sign ordinance.  
244

245 g. Landscaping and Fencing.  
246

- 247 (1) Landscaping shall be in accordance with the landscaping plan marked  
248 LP-1, LP-2 dated 7/20/20 by Core States Group.except as amended herein.
- 249 (2) The grass areas and landscaped areas shall have a fully operation  
250 underground irrigation system.
- 251 (3) Any modifications to the landscaping plan shall be reviewed and  
252 approved by the Planning and Zoning Commission.  
253

254 h. Storm Water.  
255

256 Storm Water and drainage facilities shall comply with the following  
257 standards and requirements:  
258

- 259 (1) Written approval of any required below ground storm water detention  
260 by the Metropolitan St. Louis Sewer District shall be filed with the  
261 Department of Public Works.  
262
- 263 (2) The Director of Public Works shall review the storm water plans to  
264 assure that storm water flow will have no adverse affect the  
265 neighboring properties or roads.  
266

267 i. Miscellaneous Design Criteria.  
268

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

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- (2) The minimum yard requirements shall be as shown on the preliminary site plan marked C7 dated 7/20/20 by Core States Group.
- (3) All dumpsters shall be contained within a trash enclosure constructed of material to match the building with gates that are solid metal, metal reinforced vinyl or metal picket type with a maximum spacing of the pickets of 2 inches. The trash enclosure shall be located as shown on the preliminary site plan marked C7 dated 7/20/20 by Core States Group.
- (5) All storm water and drainage facilities shall be constructed, and all landscaping shall be installed, prior to occupancy of the building, unless remitted by the Director of Public Works due to weather related factors.
- (6) All mechanical equipment shall be roof mounted and screened from view by the building parapet walls. All electrical equipment shall be properly screened with landscaping as required by section 405.245 of the Florissant Municipal Code.
- (7) Unless and except to the extent otherwise specifically provided herein, the Final Site Development Plan shall comply and be in accordance with all other ordinances of the City of Florissant.

**7. 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.

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- 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**

Submit Final Development Plan for approval prior to recording per City Code Section 405.135.

**13. GENERAL DEVELOPMENT CONDITIONS.**

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

**7. PROJECT COMPLETION.**

Construction shall start within 120 days of the issuance of building permits, and the development shall be completed in accordance of the final development plan within 540 days from start of construction.

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MEMORANDUM



CITY OF FLORISSANT

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To: Planning and Zoning Commissioners      Date: August 14, 2020  
**Revised 9/2/20**

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

Subject: Request recommended approval for a 'B-5' Request **recommended approval** of a 'B-5' Planned Commercial District, to allow for redevelopment of a new bank located at **2895 N. Highway 67 (Chase Bank)** in a 'B-5' Zoning District.

**STAFF REPORT**  
**CASE NUMBER PZ-081720-2**

**I. PROJECT DESCRIPTION:**

The request before the commission is for recommended approval for a 'B-5' Request **recommended approval** of a 'B-5' Planned Commercial District, to allow for redevelopment of a new bank located at **2895 N. Highway 67 (Chase Bank)** in a 'B-5' Zoning District.

Although the existing structure is not that old, a new 'B-5' Ordinance is recommended due to the fact that what is proposed is the demolition of the existing structure and a new facility with different Use. This type of work meets the definition of Re-Development.

Attached plans include **C1 and C7 dated rev 8/31/20, C6, C7, C8, C9, C13, C14, C15, and C16, dated 8/3/20 SUV-1, LP-1, LP-2, TP-1 TP-2, Proposed Exterior Elevations dated 7/20/20 by Core States Group and New Build Program by ICON pages 1-21 dated Rev 8/4/20.** Also submitted is an NFPA 285 Test Report No. H1152.01-121-24 to Arconic Architectural Products by Intertek Architectural Testing and warranty information for exterior materials, including Coronado Stone, Nichiha cement wall panels and Reynobond aluminum composite panels. The lab test submitted addresses fire resistance capacity of the Reynobond panels on a backup wall.

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directly below the lights and disperses evenly over the lot.	84
from a maximum of 4+ foot candles to a low of 0.5 foot candles. The highest intensity is	83
will be 28 feet tall. The Photometric drawing indicates that the light levels will range	82
There are several sheets of drawings, C13-C16 devoted to lighting the site. The lights	81
	80
<b>SITE LIGHTING:</b>	79
	78
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Concept grading and drainage plans are shown on sheets C8 and C9.	76
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<b>STORMWATER AND SEWER CONCEPT:</b>	74
	73
TP-2 indicates tree protection details for construction.	72
TP-1 shows a chart of Tree disposition with one tree removal.	71
	70
building planting. Landscape calcs are shown in compliance on Sheet LP-1.	69
building perimeter containing a variety of shrubs, meeting the landscape ordinance for	68
landscaped islands in the main parking area. There are landscape beds around the	67
The perimeter of the property contains deciduous trees with grass. There are three	66
SUV-1 shows the existing survey containing many existing trees over 6" in diameter.	65
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<b>LANDSCAPING:</b>	63
	62
Proposed is a walk way that is shown five feet wide or 7 feet wide around 3 sides of the	61
building.	60
	59
<b>WALKWAYS:</b>	58
	57
be submitted to P&Z and Council as part of the review process.	56
spaces. Modifications that vary from the parking ordinance requires a parking study to	55
rounding down based upon s.f. The parking study presented shows justification for 38	54
There are 33 parking spaces proposed. The parking ordinance requires 13 spaces,	53
	52
<b>PARKING AND DRIVEWAYS:</b>	51
	50
The building is representative of a corporate prototype.	49
	48
surrounding a Southwest window element. Metal canopies, coping and storefront.	47
configurations of flat panels 5/8" lapped and wood look. Aluminum panels are used	46
constructed of 50 year warranted cultured stone, Cement Panels which come in various	45
The new bank building is proposed is 3564 square feet. The exterior of the building is	44
	43
<b>BUILDING DESIGN:</b>	42
	41

87  
88 **SIGNAGE:**  
89

90 The proposal includes areas for wall signs of 24 s.f. and there is a pole sign and a  
91 **directional sign** . The 15 foot tall Post Sign is located 26.5' from the front property  
92 **line to the center of the sign in an island and the 3 foot tall directional sign is located**  
93 **within the front setback.** Therefore, all wall signs conform to the dimensions and  
94 construction of a wall sign according to the Florissant Code, **but the post sign and one**  
95 **directional sign does not meet the code for location and therefore, must be**  
96 **considered for recommendation and inclusion in the 'B-5' ordinance, as such special**  
97 **locations are stated under city code section 520.090 and directional signs are**  
98 **currently undifferentiated and deemed 'Ground Signs', under the sign code:**  
99

100  
101 Section 520.050 Ground Signs.  
102 [Code 1980 §23-5; CC 1990 §5-195; Ord. No. 6704, 6-10-2002]  
103

104 *A. Material. All ground signs for which a permit is required under this Article shall have a surface or*  
105 *facing of incombustible material, but combustible structural trim may be used thereon.*  
106

107 *B. Letters, Figures, Etc. All letters, figures, characters or representations in cut-out, irregular form,*  
108 *maintained in conjunction with, attached to or superimposed upon any sign, which shall be safely and*  
109 *securely built or attached to the sign structure, shall comply with all the requirements of this Article.*  
110

111 *C. Height. It shall be unlawful to erect any ground sign whose total height is greater than twenty-five*  
112 *(25) feet above the level of the street upon which the sign faces or above the adjoining ground level if*  
113 *such ground level is above the street level; however, such sign or signs may be erected and maintained to*  
114 *a total height of forty (40) feet upon approval by a majority of the Planning and Zoning Commission,*  
115 *subject to conditions and restrictions deemed appropriate by the Planning and Zoning Commission and*  
116 *as otherwise required by this Article.*  
117

118 *D. Location. No ground sign shall be nearer than two (2) feet to any other sign, building or structure.*  
119 *No ground sign shall be nearer the street than the building line established by law. Ground signs are*  
120 *prohibited in shopping centers and all existing ground signs in a shopping center shall be removed by*  
121 *July 31, 1973; however, a special permit authorizing the location of a ground sign may be issued by the*  
122 *Council if the Council finds that the issuance of such permit shall alleviate a hardship and is not simply*  
123 *for the convenience of the applicant, that such proposed sign would be consistent with good planning*  
124 *practices, can be maintained in a manner which is visually compatible with the use of the property in the*  
125 *surrounding area and other sign structures within the surrounding area and is not located in the historic*  
126 *district.*  
127

128 520.090 Post Signs  
129 [Code 1980 §23-9; CC 1990 §5-199]

130 *A. No post sign shall extend downward nearer than ten (10) feet to the ground or pavement unless such*  
131 *sign is so located on the premises where there is no walk or drive-in traffic. Such excepted sign shall not*  
132 *extend downward nearer than six (6) feet six (6) inches to the ground level. All post signs shall be*  
133 *constructed of sheet metal or other non-combustible materials. Post signs shall be constructed and*  
134 *braced to withstand a horizontal wind pressure of not less than thirty (30) pounds for every square foot*  
135 *of surface exposed and shall be securely attached to the pole or post in an approved manner. No post*  
136 *sign erected on private property shall extend more than four (4) feet six (6) inches from the building line,*  
137 *including attachment irons and the like, unless the sign is less than four (4) feet six (6) inches in height,*  
138 *in which case the maximum projection shall be six (6) feet six (6) inches from the building line. No post*  
139 *sign shall exceed twenty-five (25) feet in height.*

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*B. Post signs are prohibited on shopping centers; but a special permit authorizing the location of a post sign may be issued by the Council if the Council finds that the issuance of such permit shall alleviate a hardship and is not simply for the convenience of the applicant, that such proposed sign would be consistent with good planning practices, can be maintained in a manner which is visually compatible with the use of the property in the surrounding area and other sign structures within the surrounding area and is not located in the historic district.*

**II. EXISTING SITE CONDITIONS:**

The property is currently occupied by an existing building and parking for a restaurant, 54<sup>th</sup> Street Grill. The entire parking and restaurant is propose to be removed for this project.

**III. SURROUNDING PROPERTIES:**

The properties to the west are both in a B-3 District- 2855 N. Highway 67 toward the rear of the site is vacant Cleaners property and the AT&T building at 2875. The property to the North and East is currently in a B-5 District established for the Public Storage Facility at 14249 New Halls Ferry. The access drive for the Public Storage separates this site from the Denny's Restaurant at 2925 N. Highway 67.

**IV. STAFF ANALYSIS:**

The building as presented does not comply with the masonry ordinance. The trash enclosure must be constructed of compatible materials with concrete slab and 20' concrete approach. The height of the building is approximately twenty one foot six inches in height at the towers.

The parking spaces and number of spaces exceeds with the parking code. The drive aisles comply with width requirements for two way drives. There is one entrance drives from N. Highway 67 and the East entrance was originally designed to align with Denny's that would allow traffic onto the Public Storage access drive.

The site landscaping complies with the landscaping and screening ordinance. Because this property is over one acre, an irrigation system will be required per section 405.245 of the zoning code.

There is a walkway shown that wraps around three sides of the building to allow access to the entry.

The lot has some previous pavement for storm water. All storm water is shown to be directed to inlets and will be piped to the storm water system.

The lighting appears to be designed specifically for this type of development. There are several styles for area, parking and canopy applications. Given the location of the light standards, indication of manufacturer's cut-offs and the photometrics, indicates that glare toward North Highway 67 or the neighboring uses was considered and is limited.

188  
189 The proposal includes areas for signs on 3 sides of the building and **one post sign and**  
190 **one directional sign in the front setback. Other signs must meet the City Sign Code.**  
191

192 **The petitioner is researching exterior materials records for information on Life**  
193 **Cycle of materials proposed in lieu of compliance with the masonry ordinance.**  
194

195  
196 **VI. STAFF RECOMENDATIONS:**  
197

198 **SUGGESTED MOTION**  
199 **2895 NORTH HIGHWAY 67**  
200

201 **1. PERMITTED USES**  
202

203 The use permitted in this B-5 Planned Commercial District shall be  
204 limited to a bank facility.  
205

206 **2. FLOOR AREA, HEIGHT AND BUILDING REQUIREMENTS**  
207

- 208 a. The building shall be limited to a single story building with a total  
209 square footage of approximately 3564 square feet. The main building shall  
210 not exceed 22 feet in height. The building shall be constructed of as depicted  
211 on the plans presented: **C1 and C7 dated rev 8/31/20, C6, C7, C8, C9, C13,**  
212 **C14, C15, and C16, dated 8/3/20 ~~SUV-1~~, LP-1, LP-2, TP-1 TP-2, Proposed**  
213 **Exterior Elevations dated 7/20/20 by Core States Group and New Build Program**  
214 **by ICON pages 1-21 dated Rev 8/4/20.**  
215

216 **3. PERFORMANCE STANDARDS**  
217

218 Uses within this B-5 Planned Commercial District identified herein shall  
219 conform to the most restrictive performance standards as set forth in Article  
220 VII of the Florissant Zoning Code.  
221

222  
223 **5. FINAL SITE DEVELOPMENT PLAN GENERAL CRITERIA**  
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225 The above Final Site Development Plan shall include the following:  
226

- 227 a. Location and size, including height of building, landscaping and general use  
228 of the building.  
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230 b. Gross square footage of building.  
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232 c. Existing and proposed roadways, drives, and sidewalks on and adjacent to  
233 the property in question.  
234

d. Location and size of parking areas and internal drives.	235
e. Building and parking setbacks.	237
f. Curb cut locations.	239
g. Existing proposed contours at intervals of not more than two (2) feet.	241
h. Preliminary storm water and sanitary sewer facilities.	243
i. Identification of all applicable cross-access and cross-parking agreements.	245
<b>6. FINAL SITE DEVELOPMENT PLAN CRITERIA</b>	247
The above Final Site Development Plan shall adhere to the following specific design criteria:	250
a. Structure Setbacks.	252
(1) No building, excluding retaining walls and light standards shall be located within forty (40) feet of the right-of-way of North Highway 67.	255
(2) The setbacks shall be as approved by the Planning and Zoning Commission.	257
b. Parking, Loading and Internal Drives Setbacks.	259
(1) Parking, loading spaces, internal drives and roadways shall be located in accordance with the plans attached C7 dated rev 8/31/20 by Core States Group.	262
(2) All of the setbacks depicted on the Preliminary Development Plan are approved but may be modified with the approval of the Planning and Zoning Commission.	266
c. Minimum Parking/Loading Space Requirements.	268
(1) Parking regulations shall be as required by 405.225 of the Florissant Zoning Code, except as otherwise varied herein. There shall be a minimum of 33 parking spaces. Parking spaces shall comply with the Florissant parking requirements.	273
d. Road Improvements, Access and Sidewalks.	275
(1) The Director of Public Works, the Missouri Department of Transportation (MODOT) and St. Louis County Department of Highways shall approve any new work in the North Highway 67 right-of-way. The property owner shall comply with all requirements for	280

281 roadway improvements as specified by the Director of Public Works  
282 and MODOT in approving new work.

283  
284 e. Lighting Requirements.

285  
286 Lighting of the property shall comply with the following standards and  
287 requirements:

- 288  
289 (1) All site lighting shall be as shown in accordance with the lighting plan  
290 marked C13, C14, C15, C16, dated 8/3/20 by Core States Group..  
291 (2) The maximum height of any lights, including base, light fixture and  
292 light standard, shall be 28 feet above grade.  
293 (3) All lot lighting shall be directed downward and inward to reduce glare  
294 onto the adjacent properties and roads.  
295

296 f. Sign Requirements.

- 297  
298 (1) There shall be ~~one~~ <sup>NOT</sup> directional sign "E12" located as shown on  
299 ICON New Build Program drawings 1-21 dated May 4, 2020.  
300 (2) There shall be one Post Sign "E4" located as shown on ICON New  
301 Build Program drawings 1-21 dated May 4, 2020.  
302 (3) All other signage shall comply with the City of Florissant sign  
303 ordinance.  
304

305 g. Landscaping and Fencing.

- 306  
307 (1) Landscaping shall be in accordance with the landscaping plan marked  
308 LP-1, LP-2 dated 7/20/20 by Core States Group, except as amended  
309 herein.  
310 (2) The grass areas and landscaped areas shall have a fully operation  
311 underground irrigation system.  
312 (3) Any modifications to the landscaping plan shall be reviewed and  
313 approved by the Planning and Zoning Commission.  
314

315 h. Storm Water.

316  
317 Storm Water and drainage facilities shall comply with the following  
318 standards and requirements:

- 319  
320 (1) Written approval of any required below ground storm water detention  
321 by the Metropolitan St. Louis Sewer District shall be filed with the  
322 Department of Public Works.  
323  
324 (2) The Director of Public Works shall review the storm water plans to  
325 assure that storm water flow will have no adverse affect the  
326 neighboring properties or roads.

	327
i. Miscellaneous Design Criteria.	328
	329
(1) All applicable parking, circulation, sidewalks, and all other site design features shall comply with the Florissant City Code.	330
	331
	332
(2) The minimum yard requirements shall be as shown on the preliminary site plan marked C7 dated 7/20/20 by Core States Group.	333
	334
	335
(3) All dumpsters shall be contained within a trash enclosure constructed of material to match the building with gates that are solid metal, metal reinforced vinyl or metal picket type with a maximum spacing of the pickets of 2 inches. The trash enclosure shall be located as shown on the preliminary site plan marked C7 dated 7/20/20 by Core States Group.	336
	337
	338
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	341
(5) All storm water and drainage facilities shall be constructed, and all landscaping shall be installed, prior to occupancy of the building, unless remitted by the Director of Public Works due to weather related factors.	342
	343
	344
	345
(6) All mechanical equipment shall be roof mounted and screened from view by the building parapet walls. All electrical equipment shall be properly screened with landscaping as required by section 405.245 of the Florissant Municipal Code.	346
	347
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	351
(7) Unless and except to the extent otherwise specifically provided herein, the Final Site Development Plan shall comply and be in accordance with all other ordinances of the City of Florissant.	352
	353
	354
	355
<b>7. AMENDMENTS TO THE SITE AND EXTERIOR BUILDING PLANS:</b>	356
	357
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:	358
	359
	360
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.	361
	362
	363
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	366
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.	367
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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**

Submit Final Development Plan for approval prior to recording per City Code Section 405.135.

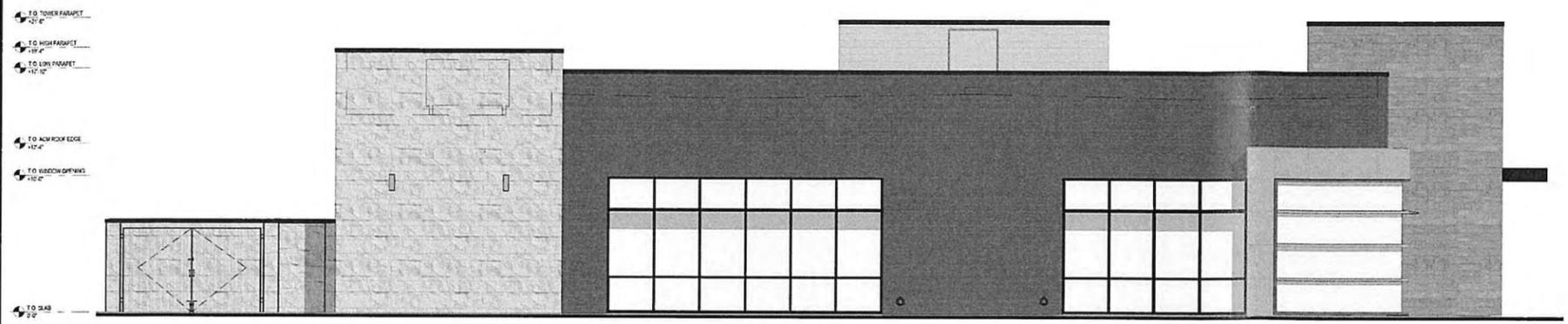
**13. GENERAL DEVELOPMENT CONDITIONS.**

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

**7. PROJECT COMPLETION.**

Construction shall start within 120 days of the issuance of building permits, and the development shall be completed in accordance of the final development plan within 540 days from start of construction.





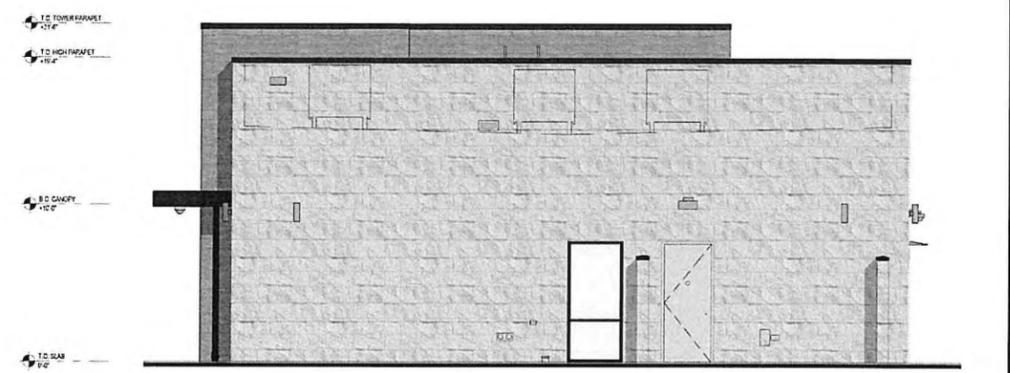
WEST ELEVATION



SOUTH ELEVATION (LINDBERGH BLVD.)



EAST ELEVATION



NORTH ELEVATION

-   
 STOREFRONT  
 APPLICATION: EXTERIOR  
 COLOR: CLEAR ANODIZED
-   
 STOREFRONT/CANOPY  
 APPLICATION: EXTERIOR  
 COLOR: BLACK ANODIZED
-   
 PAINT  
 APPLICATION: EXTERIOR  
 COLOR: TO MATCH SHERWIN WILLIAMS  
 SW-7045 INTELLECTUAL GRAY
-   
 PAINT  
 APPLICATION: EXTERIOR  
 COLOR: TO MATCH SHERWIN WILLIAMS  
 SW-7036 ACCESSIBLE BEIGE
-   
 CORONADO STONE  
 APPLICATION: EXTERIOR  
 COLOR: CHISELED LIMESTONE - CREAM
-   
 ALUMINUM COMPOSITE MATERIAL (ACM)  
 APPLICATION: CANOPY  
 COLOR: "CHASE SILVER"
-   
 NICHHA  
 APPLICATION: EXTERIOR  
 COLOR: VINTAGEWOOD - BARK
-   
 NICHHA  
 APPLICATION: EXTERIOR  
 COLOR: VINTAGEWOOD - ASH
-   
 PAC-CLAD COPING  
 APPLICATION: EXTERIOR/COPING  
 COLOR: AGED BRONZE

**CHASE**  
 N. HWY. 67 & NEW HALLS FERRY RD.  
 FLORISSANT, MO 63033

**PROPOSED EXTERIOR ELEVATIONS**

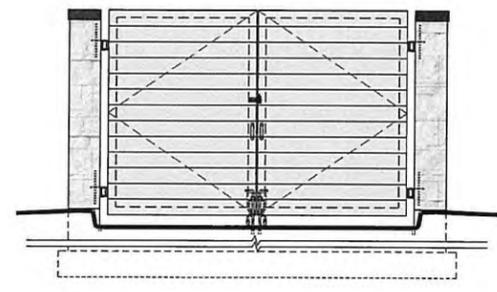
JULY 20, 2020  
 SCALE: 3/16" = 1'-0"

6500 CHIPPEWA STEET  
 SUITE 200,  
 ST. LOUIS, MO 63109  
 Contact: Jose Sanchez  
 jsanchez@core-states.com

**CORE STATES**  
 GROUP

T.O. TRASH ENCLOSURE  
6'-4"

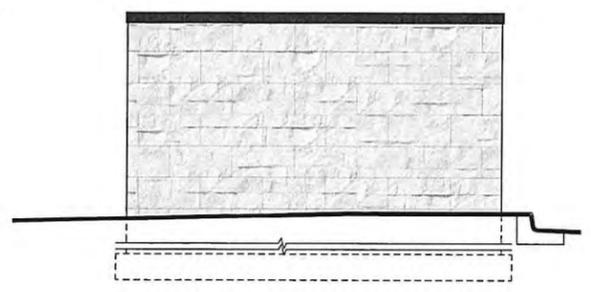
T.O. SLAB  
0'-0"



EAST ELEVATION (FRONT)

T.O. TRASH ENCLOSURE  
6'-4"

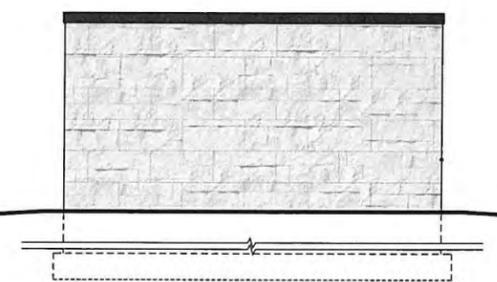
T.O. SLAB  
0'-0"



SOUTH ELEVATION

T.O. TRASH ENCLOSURE  
6'-4"

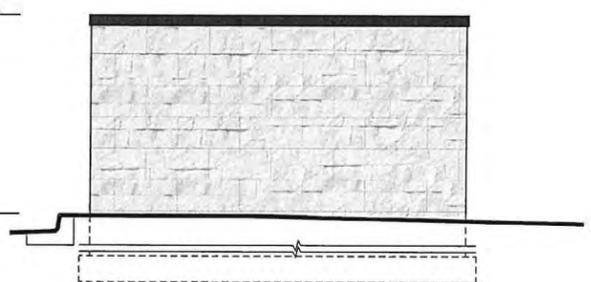
T.O. SLAB  
0'-0"



WEST ELEVATION (REAR)

T.O. TRASH ENCLOSURE  
6'-4"

T.O. SLAB  
0'-0"



WEST ELEVATION



PRE-CLAD COPING  
APPLICATION: EXTERIOR / COPING  
COLOR: AGED BRONZE



CORONADO STONE  
APPLICATION: EXTERIOR  
COLOR: CHISELED LIMESTONE - CREAM



PAINT  
APPLICATION: EXTERIOR  
COLOR: TO MATCH SHERWIN WILLIAMS  
SW-7036 ACCESSIBLE BEIGE



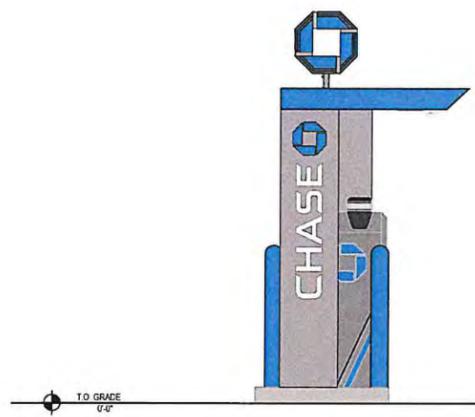
N. HWY. 67 & NEW HALLS FERRY RD.  
FLORISSANT, MO 63033

# PROPOSED EXTERIOR ELEVATIONS

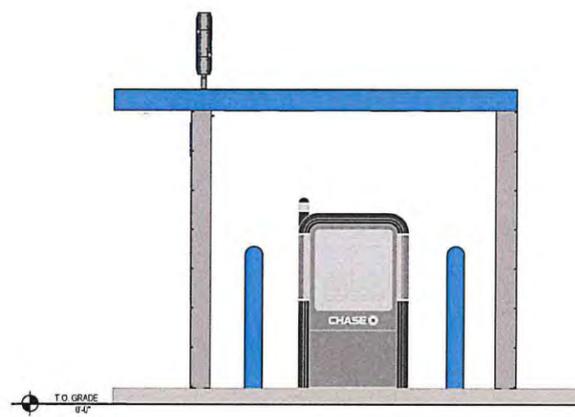
JULY 20, 2020  
SCALE: 3/8" = 1'-0"

6500 CHIPPEWA STREET  
SUITE 200,  
ST. LOUIS, MO 63109  
Contact: Jose Sanchez  
jsanchez@core-states.com

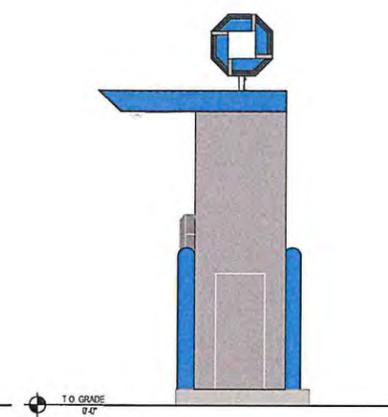




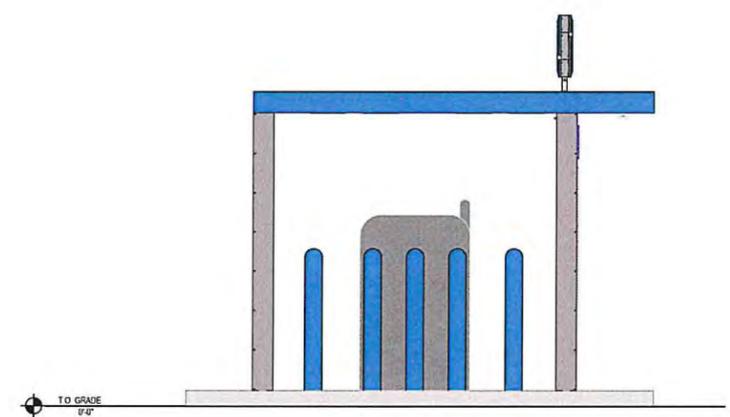
SOUTH ELEVATION (APPROACH)



EAST ELEVATION (SIDE)



NORTH ELEVATION (DEPARTURE)



WEST ELEVATION (SIDE)



METAL  
APPLICATION: EXTERIOR MATERIAL  
COLOR: "CHASE SILVER"



METAL  
APPLICATION: EXTERIOR MATERIAL  
COLOR: "CHASE BLUE"

**CHASE**  
N. HWY. 67 & NEW HALLS FERRY RD.  
FLORISSANT, MO 63033

## PROPOSED EXTERIOR ELEVATIONS

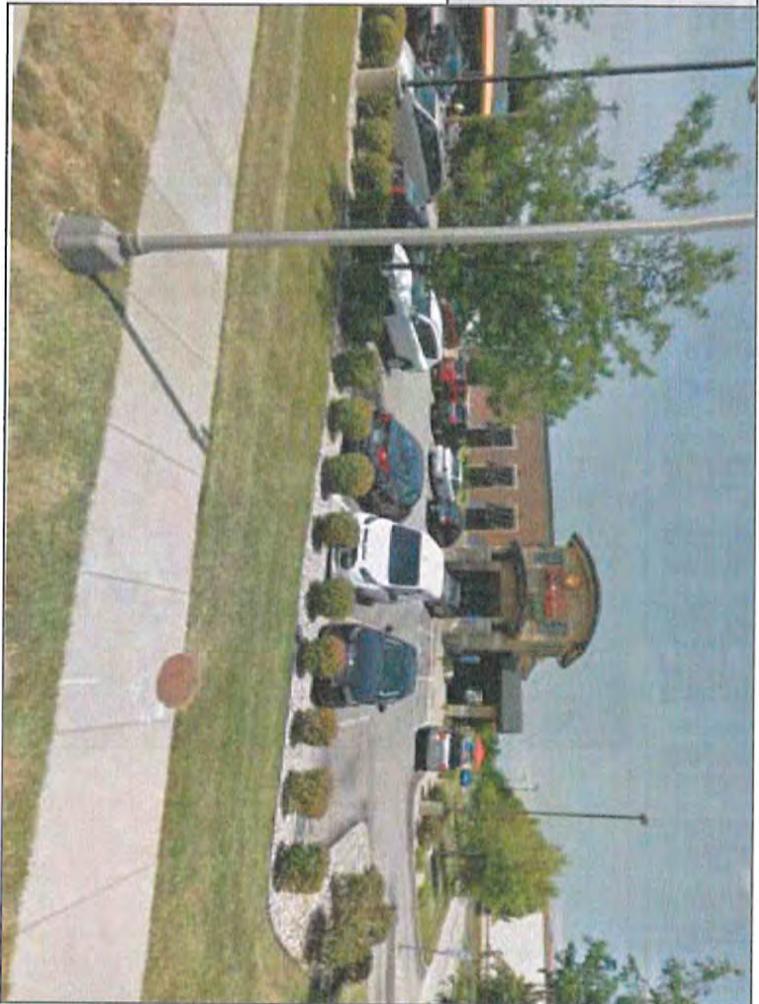
JULY 20, 2020  
SCALE: 3/8" = 1'-0"

6500 CHIPPEWA STREET  
SUITE 200,  
ST. LOUIS, MO 63109  
Contact: Jose Sanchez  
jsanchez@core-states.com





## New Build Program



**REVISION NOTES:**

Loc#: 63033 - Florissant OVP#: 38200P360980  
2895 N Highway 67  
Florissant, MO. 63033-1403



Drawing prepared by

**Location:**  
2895 N Highway 87  
Florissant, MO, 63033-1403

**Proj #:** 3456  
**Loc #:** 63033  
**Order #:** 1141346



Drawing prepared for:

**Rev#:** Original  
**Req. #:** 328537  
**Date:** 07/29/20  
**Artist:** KP

**Rev#:** Rev 1  
**Req. #:** 000000  
**Date:** 08/04/20  
**Artist:** BXX

**Rev#:** Rev 2  
**Req. #:** 000000  
**Date:** 08/04/20  
**Artist:** BXX

**Rev#:** Rev 3  
**Req. #:** 000000  
**Date:** 08/04/20  
**Artist:** BXX

**Rev#:** Rev 4  
**Req. #:** 000000  
**Date:** 08/04/20  
**Artist:** BXX

**Rev#:** Rev 5  
**Req. #:** 000000  
**Date:** 08/04/20  
**Artist:** BXX

**Rev#:** Rev 6  
**Req. #:** 000000  
**Date:** 08/04/20  
**Artist:** BXX

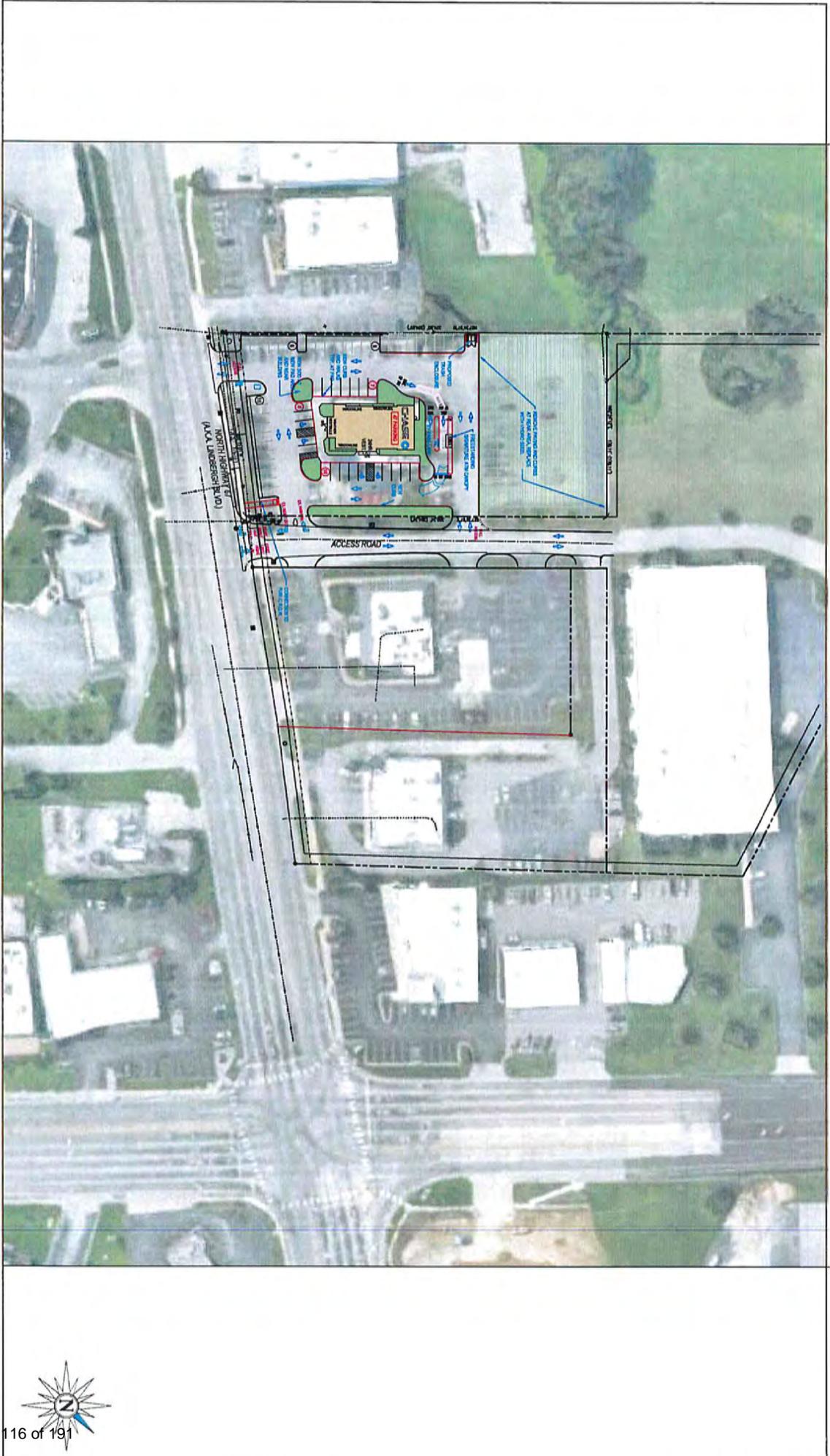
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**Date:** 08/04/20  
**Artist:** BXX

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**Date:** 08/04/20  
**Artist:** BXX

**Rev#:** Rev 9  
**Req. #:** 000000  
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**Artist:** BXX

**Rev#:** Rev 10  
**Req. #:** 000000  
**Date:** 08/04/20  
**Artist:** BXX

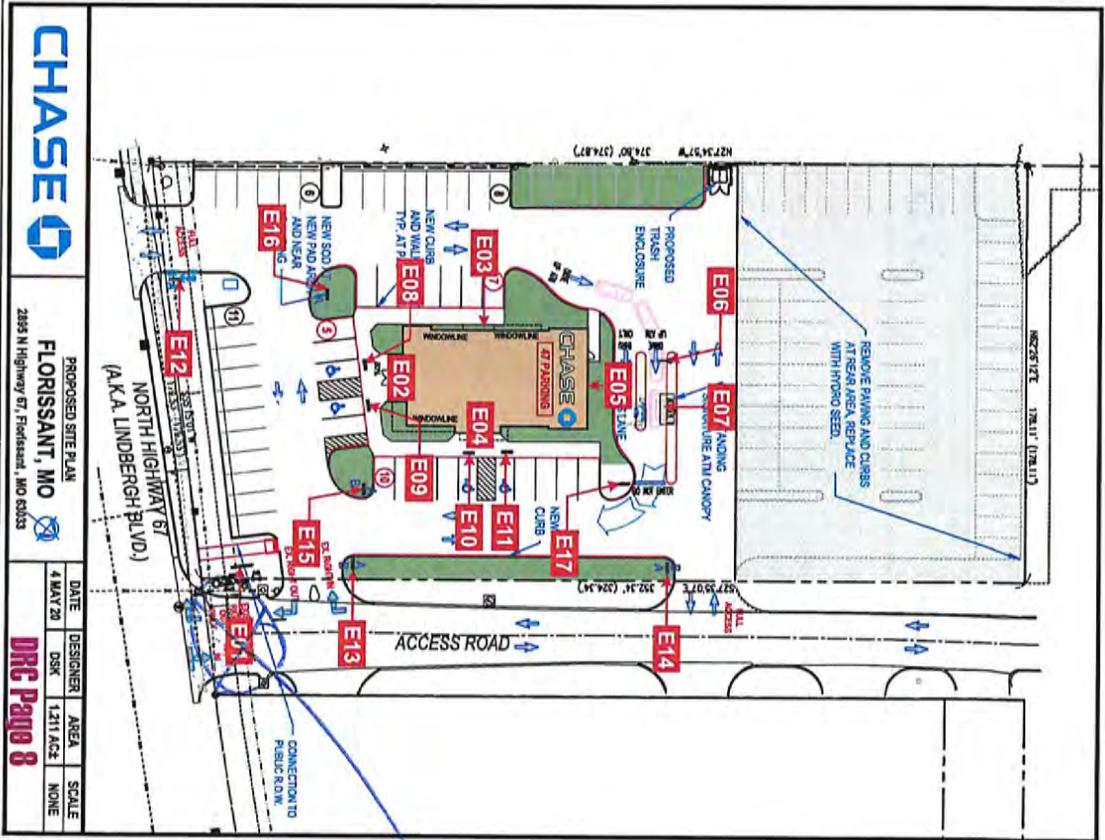
DRAWINGS ARE THE EXCLUSIVE PROPERTY OF ICON. ANY UNAUTHORIZED USE OR DUPLICATION IS NOT PERMITTED.



SCOPE OF WORK		
E01	HP-29	Illuminated Pylon Sign 29 Sq.Ft.
E02	LIF-WBO-24	Illuminated Channel Letters 36.9 Sq.Ft.
E03	LIF-WBO-24	Illuminated Channel Letters 36.9 Sq.Ft.
E04	LIF-WBO-24	Illuminated Channel Letters 36.9 Sq.Ft.
E05	LIF-WBO-24	Illuminated Channel Letters 36.9 Sq.Ft.
E06	HB-U	Headache Bar 2.5 Sq.Ft.
E07	CAN-ATM-SIG-OCT	Signature ATM Canopy 9.8 Sq.Ft.
E08	TC-P-PADA	Regulatory Sign 2 Sq.Ft.
E09	TC-P-PADA	Regulatory Sign 2 Sq.Ft.
E10	TC-P-PADA	Regulatory Sign 2 Sq.Ft.
E11	TC-P-PADA-V	Regulatory Sign 2 Sq.Ft.
E12	D-5-RE	Directional Sign 5.7 Sq.Ft.
E13	D-5-RE	Directional Sign 5.7 Sq.Ft.
E14	D-5-RE	Directional Sign 5.7 Sq.Ft.
E15	D-5-RE	Directional Sign 5.7 Sq.Ft.
E16	D-5-RE	Directional Sign 5.7 Sq.Ft.
E17	TC-P	*DO NOT ENTER* Regulatory Sign 6.3 Sq.Ft.
E18	4 X 8	Coming Soon Sign

TOTAL AREA (Sq.Ft.)	231.7
---------------------	-------

EXTERIOR
INTERIOR



*Not recommended by P&Z*

Drawing prepared by:  
**ICON**

Location:  
2895 N Highway 67  
Florissant, MO 63033-1403

Proj #: 3456  
Loc #: 63033  
Order #: 1141346  
SITE PLAN

Drawing prepared for:  
**CHASE**

Rev.#	Req.#	Date	Artist	Rev.#	Req.#	Date	Artist
Original	328337	07/29/20	KP	Rev 3	000000	0000/00	XXX
Rev 1	328861	08/04/20	BV	Rev 4	000000	0000/00	XXX
Rev 2	000000	00/00/00	XXX	Rev 5	000000	0000/00	XXX
	000000	00/00/00	XXX	Rev 6	000000	0000/00	XXX
				Rev 7	000000	0000/00	XXX
				Rev 8	000000	0000/00	XXX
				Rev 9	000000	0000/00	XXX
				Rev 10	000000	0000/00	XXX

Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted.

**DRG Page 3**

SCOPE OF WORK		
101	BITKO	24" Illuminated Octagon
102	ADA-EP	Accessible Building Entrance
103	ADA-EX	Permanent Exit Door Signage
104	ADA-R1-X	Permanent Room Id Signage
105	ADA-RRAG-A-G	All Gender Neutral Restroom Signage
106	ADA-RRAG-A-G	All Gender Neutral Restroom Signage
107	ADA-TW	Accessible Teller Window
108	ADA-TW-ALS	Accessible Teller Window
109	SUR-TTW-4-TIP	ATM Surround

EXTERIOR  
INTERIOR

DESIGN STANDARDS	
DESIGN STANDARD	CB 20.2
HARDNESS ZONE	6A
WEATHER VESTIBULE REQUIRED *	
* HARDNESS ZONES 4-6A	

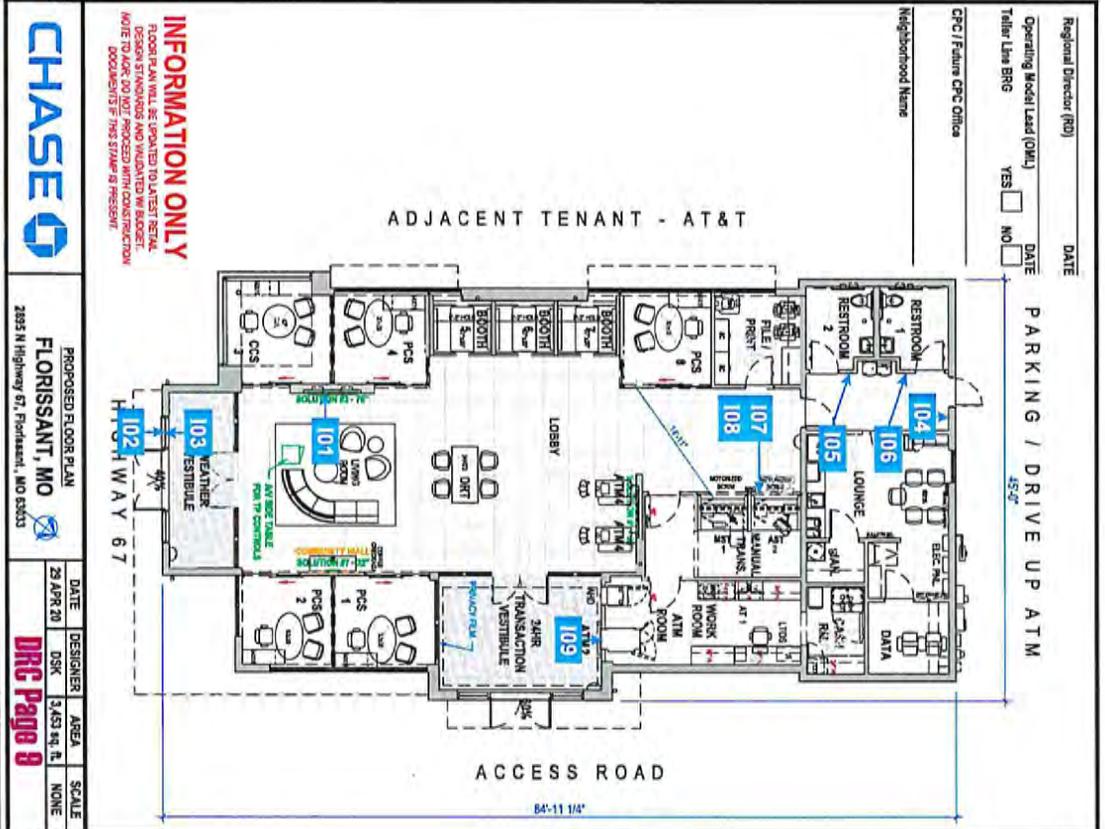
Drawing prepared by:  
**ICON**

Location:  
2895 N Highway 67  
Florissant, MO, 63033-1403

Proj #: 3456  
Loc #: 63033  
Order #: 1141346  
FLOOR PLAN

Drawing prepared for:  
**CHASE**

Rev #	Original	Req #	Date	Artist	Rev #	Req #	Date	Artist			
Rev 1	3288537	07/29/20	KV	Rev 3	0000000	00/00/00	XXX	Rev 7	0000000	00/00/00	XXX
Rev 2	328861	08/04/20	XXX	Rev 4	0000000	00/00/00	XXX	Rev 8	0000000	00/00/00	XXX
	0000000	00/00/00	XXX	Rev 5	0000000	00/00/00	XXX	Rev 9	0000000	00/00/00	XXX
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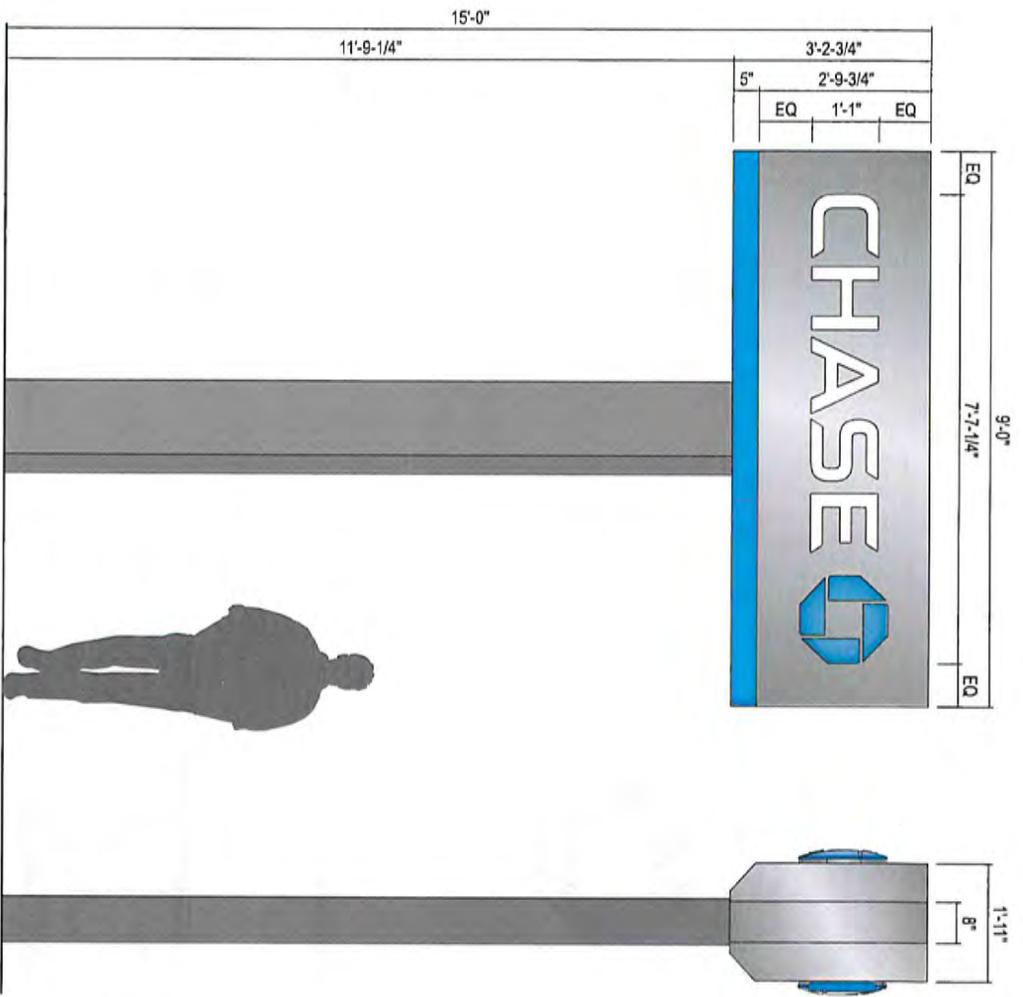


**INFORMATION ONLY**  
FLOOR PLAN WILL BE UPDATED TO LATEST RETAIL DESIGN STANDARDS AND VALIDATED BY SUBJECT. NOTE TO A/E: DO NOT PROCEED WITH CONSTRUCTION DOCUMENTS IF THIS STAMP IS PRESENT.

**CHASE**  
PROPOSED FLOOR PLAN  
FLORISSANT, MO  
2895 N Highway 67, Florissant, MO 63033

DATE	DESIGNER	AREA	SCALE
29 APR 20	DSK	3,453 sq. ft.	NONE

**DRC Page 8**



**E01** HP-29 D/F ILLUMINATED PYLON SIGN - 29 Sq.Ft.  
QTY: 1

Side View  
SCALE: 1/2"=1'-0"

Drawing prepared by:  
**ICON**

Location: 2895 N Highway 67  
Florissant, MO, 63033-1403  
File Path: K:\ART\ACCOUNTS\Icon\Chase Signatures\3456\_New Build\Locations\3456\_63033\_Florissant\_MO.cdr

Proj #: 3456  
Loc #: 63033  
Order #: 1141346  
RECOMMENDATIONS

Drawing prepared for:  
**CHASE**

Rev.#:	Original	Rev 1	Rev 2	Req. #:	Date:	Artist:	Rev.#:	Req. #:	Date:	Artist:	Rev.#:	Req. #:	Date:	Artist:
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	328861	000000	000000	000000	BV	Rev 4	000000	000000	000000	XXX	Rev 8	000000	000000	XXX
	000000	000000	000000	000000	XXX	Rev 5	000000	000000	000000	XXX	Rev 9	000000	000000	XXX
	000000	000000	000000	000000	XXX	Rev 6	000000	000000	000000	XXX	Rev 10	000000	000000	XXX

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**DRG Page 5**



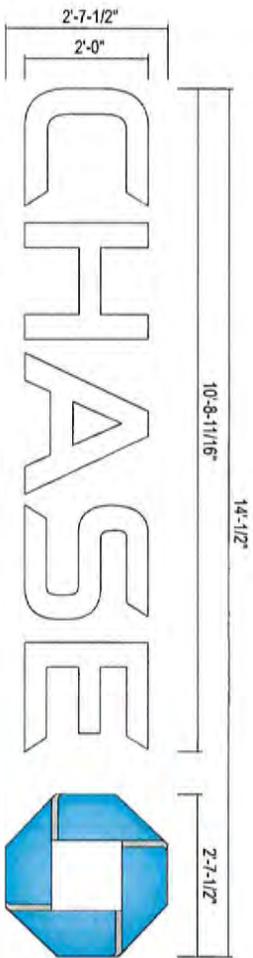
EXISTING



PROPOSED



SOUTH ELEVATION (LINDBERGH BLVD.)



**E02** LIF-WBO-24 ILLUMINATED CHANNEL LETTERS - 36.9 Sq. Ft.

QTY: 1

SCALE: 1/2"=1'-0"

Side View Octagon



Side View Letters



	STORE FRONT COLOR BLACK ANODIZED		METAL CANOPY / SUN SHADE COLOR BLACK ANODIZED		ACM PANEL
	STORE FRONT COLOR CLEAR ALUM.		CEMENT BOARD COLOR BLACK		CEMENT BOARD COLOR ASH

CORROHADO CHISEL ED  
LIFESTONE  
COLOR CREAM

COLUMN  
"CLOUD WHITE"

CLEAR GLASS

Drawing prepared by:



Location: 2895 N Highway 67  
Fortsass, MO, 63033-1403  
File Path: K:\ART\ACCOUNTS\Chase Signature\3456\_New Build\Locations\3456\_63033\_Fortsass\_MO.cdr

Proj #: 3456  
Loc #: 63033  
Order #: 1141346  
RECOMMENDATIONS

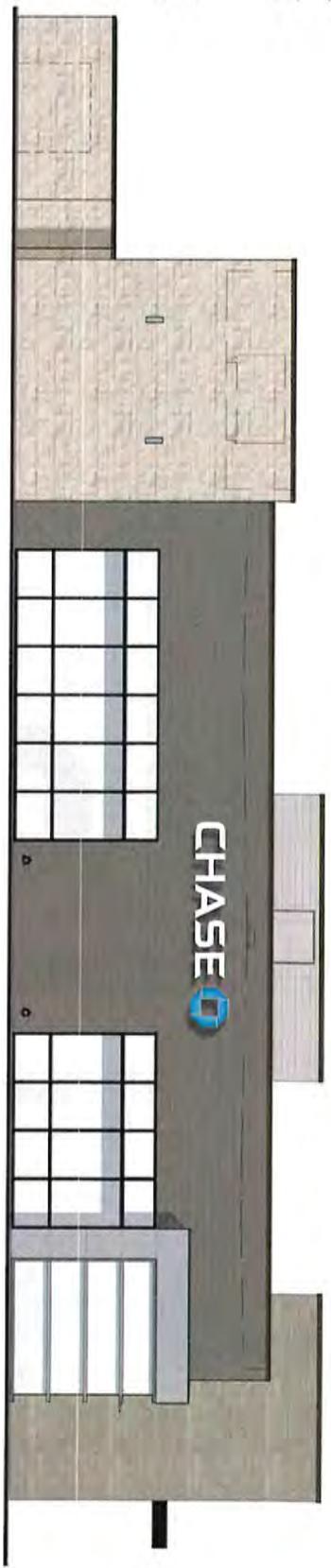
Drawing prepared for:



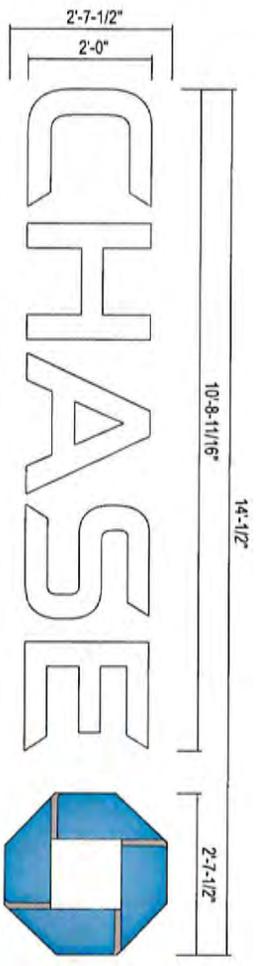
Rev.#	Original	Rev 1	Rev 2	Req. #	Date	Artist	Rev.#	Req. #	Date	Artist	Rev.#	Req. #	Date	Artist
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	328861	08/04/20	BV	328861	08/04/20	BV	Rev 4	000000	00/00/00	XXX	Rev 8	000000	00/00/00	XXX
	000000	00/00/00	XXX	000000	00/00/00	XXX	Rev 5	000000	00/00/00	XXX	Rev 9	000000	00/00/00	XXX
	000000	00/00/00	XXX	000000	00/00/00	XXX	Rev 6	000000	00/00/00	XXX	Rev 10	000000	00/00/00	XXX

Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted.

- ◆ 2'-0" x 2'-0" x 1'-0"



WEST ELEVATION

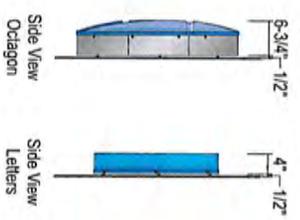


**E03**

LIF-WBO-24 ILLUMINATED CHANNEL LETTERS - 36.9 Sq.Ft.

QTY: 1

SCALE: 1/2"=1'-0"



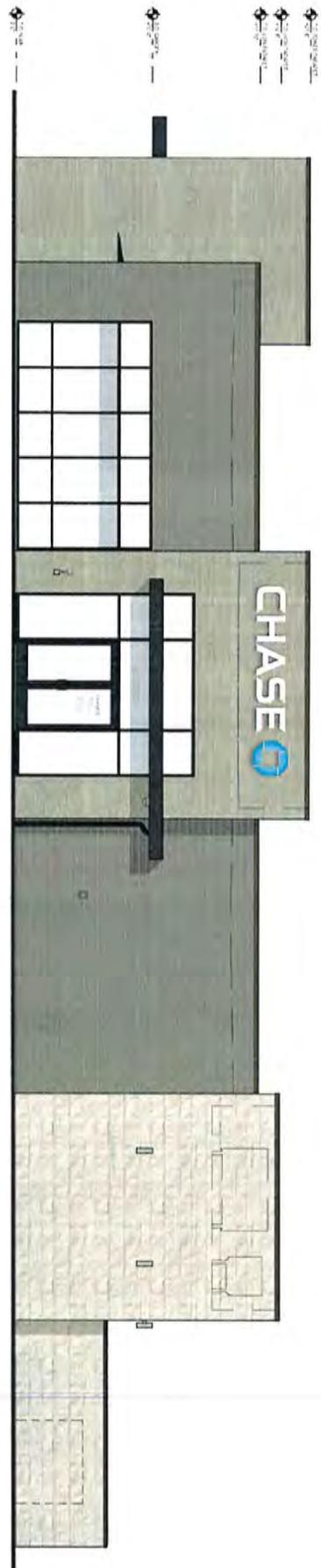
	STORE FRONT COLOR BLACK ANODIZED		METAL CANOPY / SUN SHADE COLOR BLACK ANODIZED		ACM PANEL
	STORE FRONT COLOR CLEAR ALUM.		GEMENT BOARD COLOR BARK		GEMENT BOARD COLOR ASH
	DORCHADO CHESTED COLOR CREAM		COLUMN COLOR WHITE		CLEAR GLASS

Drawing prepared by: **ICON**  
 Location: 2895 N Highway 67, Florissant, MO 63033-1403  
 Proj #: 3456, Loc #: 63033, Order #: 1141346  
 RECOMMENDATIONS  
 File Path: K:\ART\ACCOUNTS\ICON\chase Signature\3456\_New Build\Locations\3456\_63033\_Florissant\_MO.cdr

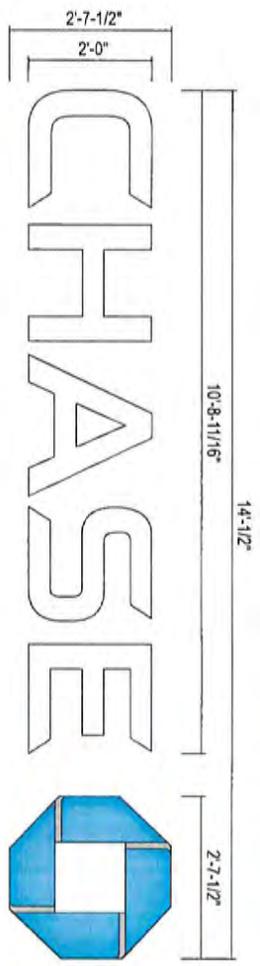
Drawing prepared for: **CHASE**  
 CHASE

Rev.#	Req. #	Date	Artist	Rev.#	Req. #	Date	Artist	Rev.#	Req. #	Date	Artist
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Rev 1	328861	08/04/20	BV	Rev 4	000000	000000	XXX	Rev 8	000000	000000	XXX
Rev 2	000000	00/00/00	XXX	Rev 5	000000	000000	XXX	Rev 9	000000	000000	XXX
	000000	00/00/00	XXX	Rev 6	000000	000000	XXX	Rev 10	000000	000000	XXX

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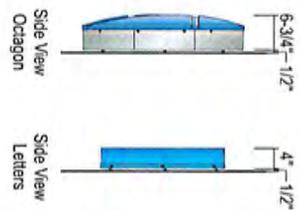


EAST ELEVATION



**E04** LIF-WBO-24 ILLUMINATED CHANNEL LETTERS - 36.9 Sq.Ft.  
 QTY: 1

SCALE: 1/2"=1'-0"



CONCRETE CHISELED Limestone	COLOR: CREAM	COLUMN	COLOR: WHITE	CLEAR GLASS
STONE FRONT	COLOR: BLACK ANODIZED	METAL CANOPY / SUN SHADE	COLOR: BLACK ANODIZED	ACI PANEL
STONE FRONT	COLOR: CLEAR ALUM	CEMENT BOARD	COLOR: BARK	CEMENT BOARD
				COLOR: ASH

Drawing prepared by:  
**ICON**

Location:  
 2895 N Highway 67  
 Fossessant, MO, 63033-1403

Proj #:  
 3456

Loc #:  
 63033

Order #:  
 1141346

RECOMMENDATIONS

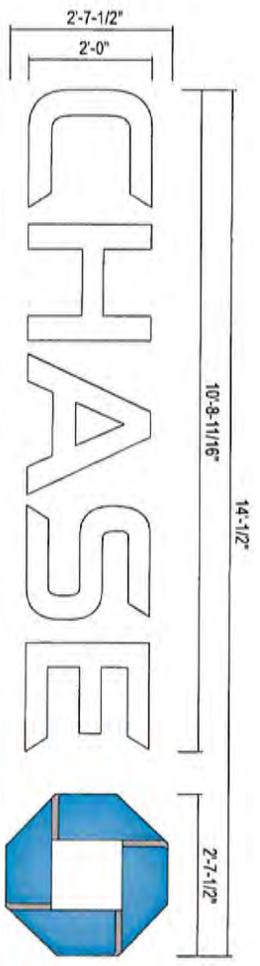
Drawing prepared for:  
**CHASE**

Rev #	Original	Req. #	Date	Artist	Rev #	Req. #	Date	Artist	Rev #	Req. #	Date	Artist
Rev 1	0000000	0000000	08/04/20	BV	Rev 3	0000000	00/00/00	XXX	Rev 7	0000000	00/00/00	XXX
Rev 2	0000000	0000000	00/00/00	XXX	Rev 4	0000000	00/00/00	XXX	Rev 8	0000000	00/00/00	XXX
					Rev 5	0000000	00/00/00	XXX	Rev 9	0000000	00/00/00	XXX
					Rev 6	0000000	00/00/00	XXX	Rev 10	0000000	00/00/00	XXX

Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted.



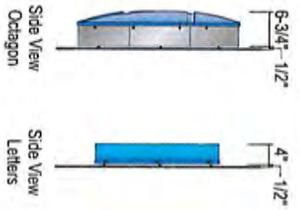
NORTH ELEVATION



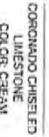
**E05** LIF-WBO-24 ILLUMINATED CHANNEL LETTERS - 36.9 Sq.Ft.

QTY: 1

SCALE: 1/2"=1'-0"



	STORE FRONT COLOR: BLACK ANODIZED		METAL CANOPY / SUN SHADE COLOR: BLACK ANODIZED		ACM PANEL
	STORE FRONT COLOR: CLEAR ALUM		CEMENT BOARD COLOR: BARK		CEMENT BOARD COLOR: ASH

	CORROUGATED CHESLET LIMESTONE COLOR: CREAM		COLUMN COLOR: WHITE		CLEAR GLASS
---	--	---	------------------------	---	-------------

Drawing prepared by: **ICON**

Location: 2895 N Highway 67, Florissant, MO, 63033-1403

Proj #: 3456, Loc #: 63033, Order #: 1141346

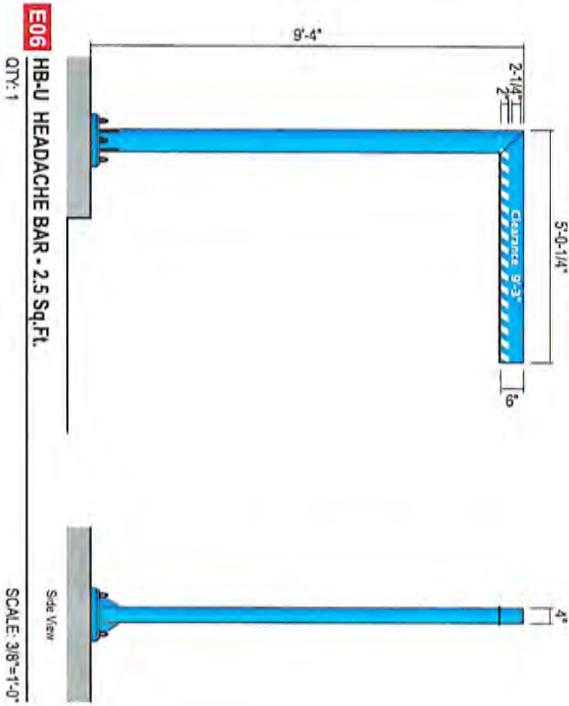
RECOMMENDATIONS

Drawing prepared for: **CHASE**

File Path: K:\ART\ACCOUNTS\Icon\Chase Signature\3456\_New Build\Locations\3456\_63033\_Florissant\_MO.cdr

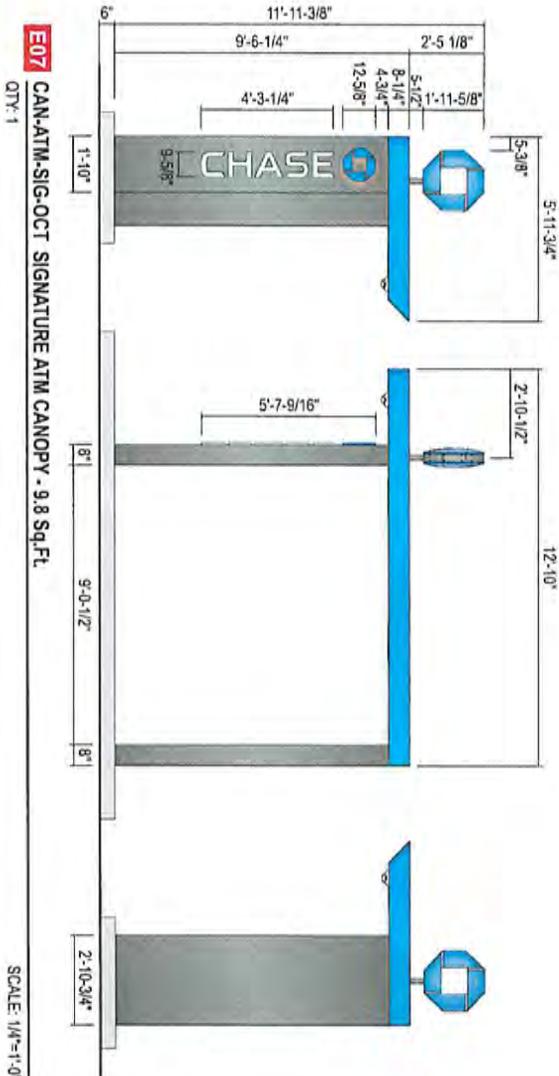
Rev.#	Req. #	Date	Artist	Rev.#	Req. #	Date	Artist	Rev.#	Req. #	Date	Artist
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Rev 1	328661	08/04/20	BV	Rev 4	000000	000000	XXX	Rev 8	000000	000000	XXX
Rev 2	000000	00/00/00	XXX	Rev 5	000000	000000	XXX	Rev 9	000000	000000	XXX
	000000	00/00/00	XXX	Rev 6	000000	000000	XXX	Rev 10	000000	000000	XXX

Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted. **DRG Page 9**



**E06 HB-U HEADACHE BAR - 2.5 Sq.Ft.**  
QTY: 1

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



**E07 CAN-ATM-SIG-OCT SIGNATURE ATM CANOPY - 9.8 Sq.Ft.**  
QTY: 1

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

Drawing prepared by:



Location:

2895 N Highway 67  
Florissant, MO, 63033-1403

Proj #:

3456

Loc #:

63033

Order #:

1141346

RECOMMENDATIONS

File Path:

K:\ART\ACCOUNTS\Chase Signatures\3456\_New Build\Locations\3456\_63033\_Florissant\_MO.cdf

Drawing prepared for:



Rev #:	Req #:	Date:	Artist:	Rev #:	Req #:	Date:	Artist:	Rev #:	Req #:	Date:	Artist:
Original	328537	07/29/20	KP	Rev 3	000000	00/00/00	XXX	Rev 7	000000	00/00/00	XXX
Rev 1	328861	08/04/20	BV	Rev 4	000000	00/00/00	XXX	Rev 8	000000	00/00/00	XXX
Rev 2	000000	00/00/00	XXX	Rev 5	000000	00/00/00	XXX	Rev 9	000000	00/00/00	XXX
	000000	00/00/00	XXX	Rev 6	000000	00/00/00	XXX	Rev 10	000000	00/00/00	XXX

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**ICON**

Drawing prepared for:

**Location:**  
 2895 N Highway 67  
 Florissant, MO, 63033-1403

**Proj #:** 3456  
**Loc #:** 63033  
**Order #:** 1141346

**CHASE**

Drawing prepared for:

**RECOMMENDATIONS**

Rev #	Original	Rev 1	Rev 2	Req #	Date	Artist	Rev #	Req #	Date	Artist
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	328861	08/04/20	BV	000000	000000	XXX	Rev 4	000000	000000	XXX
	000000	000000	XXX	000000	000000	XXX	Rev 5	000000	000000	XXX
	000000	000000	XXX	000000	000000	XXX	Rev 6	000000	000000	XXX
	000000	000000	XXX	000000	000000	XXX	Rev 7	000000	000000	XXX
	000000	000000	XXX	000000	000000	XXX	Rev 8	000000	000000	XXX
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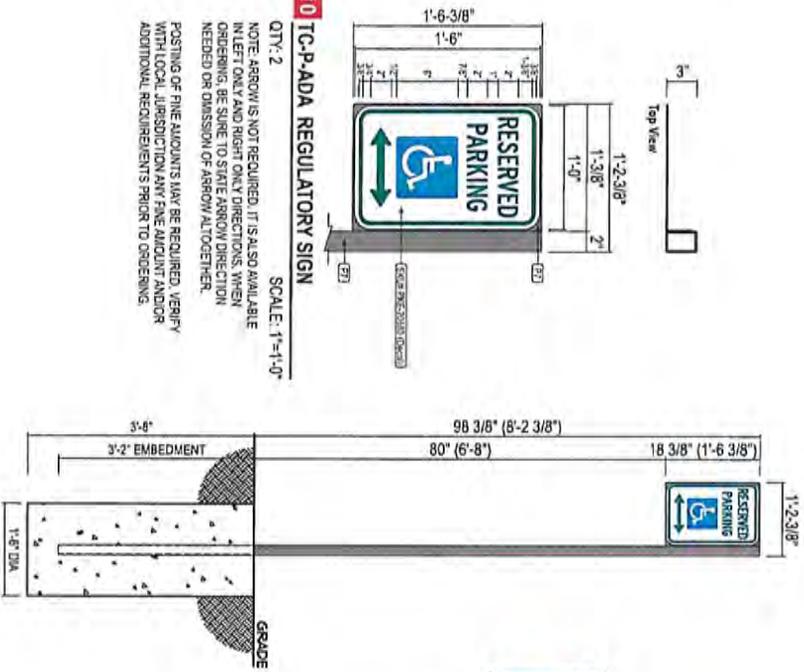
**DRG Page 11**

**E08 E10 TC-PADA REGULATORY SIGN**

QTY: 2

SCALE: 1"=1'-0"

NOTE: ARROW IS NOT REQUIRED. IT IS ALSO AVAILABLE IN LEFT ONLY AND RIGHT ONLY DIRECTIONS. WHEN ORDERING, BE SURE TO STATE ARROW DIRECTION NEEDED OR OMISSION OF ARROW ALTOGETHER.  
 POSTING OF FINE AMOUNTS MAY BE REQUIRED. VERIFY WITH LOCAL JURISDICTION ANY FINE AMOUNT AND/OR ADDITIONAL REQUIREMENTS PRIOR TO ORDERING.

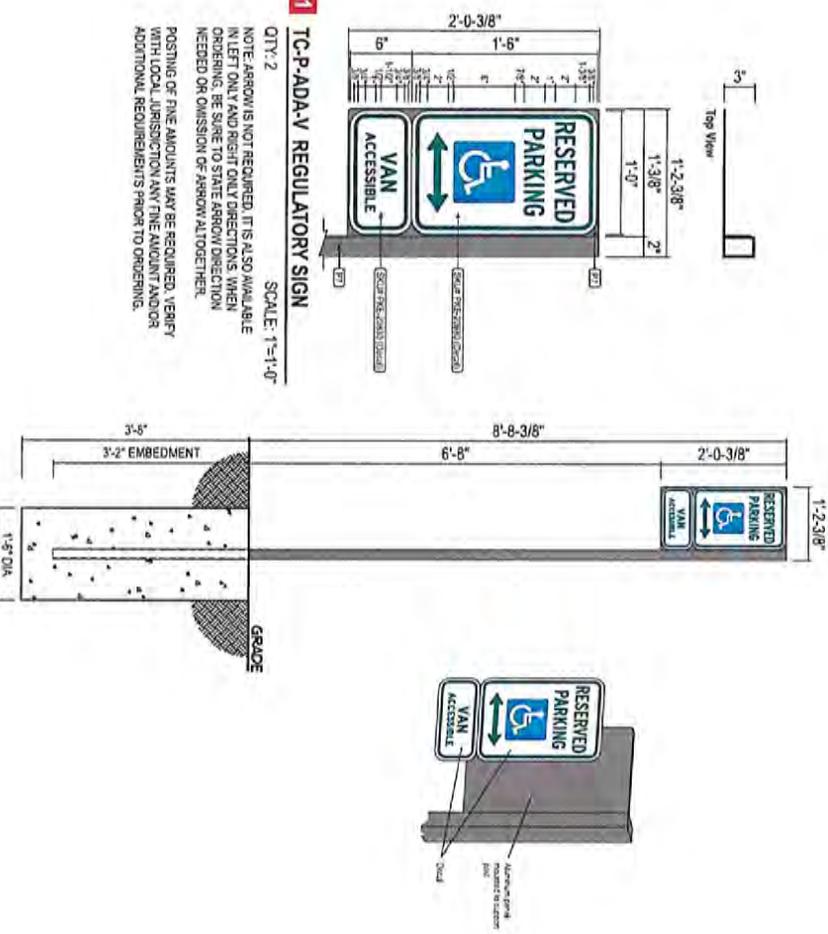


**E09 E11 TC-PADA-V REGULATORY SIGN**

QTY: 2

SCALE: 1"=1'-0"

NOTE: ARROW IS NOT REQUIRED. IT IS ALSO AVAILABLE IN LEFT ONLY AND RIGHT ONLY DIRECTIONS. WHEN ORDERING, BE SURE TO STATE ARROW DIRECTION NEEDED OR OMISSION OF ARROW ALTOGETHER.  
 POSTING OF FINE AMOUNTS MAY BE REQUIRED. VERIFY WITH LOCAL JURISDICTION ANY FINE AMOUNT AND/OR ADDITIONAL REQUIREMENTS PRIOR TO ORDERING.



Location: 2895 N Highway 67  
 Florissant, MO, 63033-1403

Proj #: 3456  
 Loc #: 63033  
 Order #: 1141346

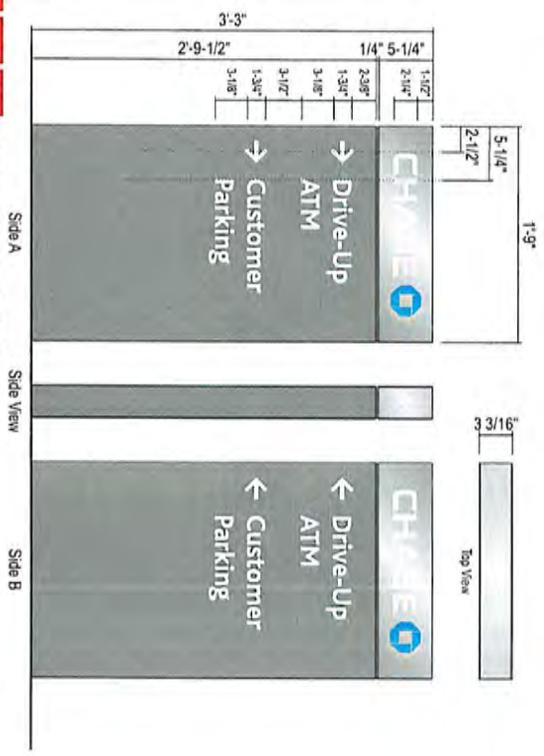
**CHASE**

Rev.#:	Req. #:	Date:	Artist:	Rev.#:	Req. #:	Date:	Artist:	Rev.#:	Req. #:	Date:	Artist:
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Rev 1	328861	08/04/20	BV	Rev 4	000000	0000/00	XXX	Rev 8	000000	00/00/00	XXX
Rev 2	000000	00/00/00	XXX	Rev 5	000000	0000/00	XXX	Rev 9	000000	00/00/00	XXX
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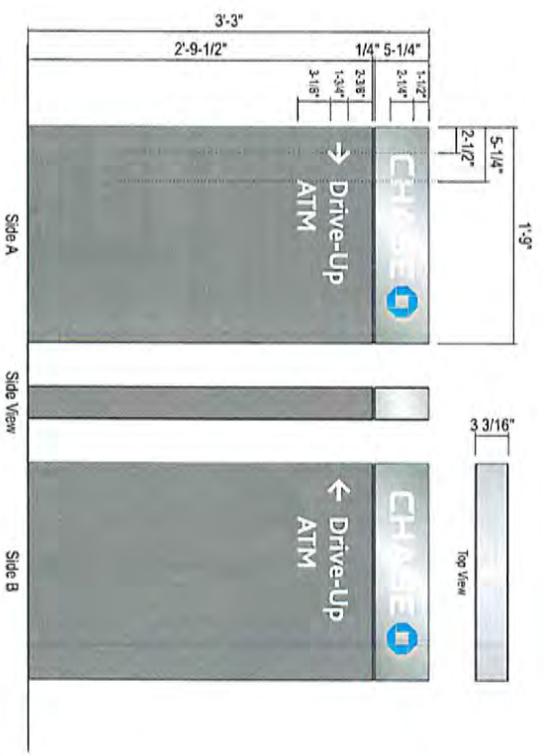
**E12 E13 E14 D5-RE DIRECTIONAL SIGN**  
 QTY: 3

SCALE: 1"=1'-0"



**E15 D5-RE DIRECTIONAL SIGN**  
 QTY: 1

SCALE: 1"=1'-0"



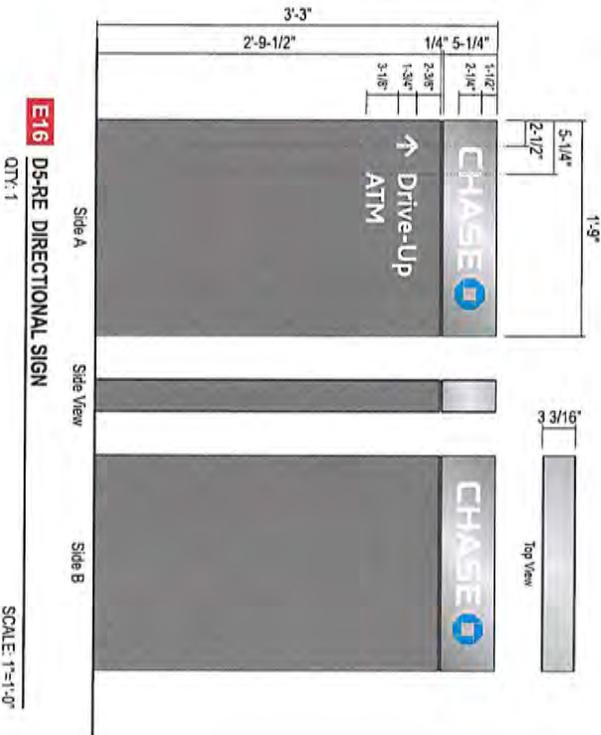
Location: 2895 N Highway 67  
 Florissant, MO 63033-1403  
 File Path: K:\ART\ACCOUNTS\Chase Signatures\3456\_New Build\sign locations\3456\_63033\_Florissant\_MO.cdr

Proj #: 3456  
 Loc #: 63033  
 Order #: 1141346  
 RECOMMENDATIONS

Drawing prepared for:  
**CHASE**

Rev.#:	Req. #:	Date:	Artist:	Rev.#:	Req. #:	Date:	Artist:
Original	328537	07/29/20	KP	Rev 3	000000	00/00/00	XXX
Rev -1	328861	08/04/20	BV	Rev 4	000000	00/00/00	XXX
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Rev 2	000000	00/00/00	XXX	Rev 6	000000	00/00/00	XXX
				Rev 7	000000	00/00/00	XXX
				Rev 8	000000	00/00/00	XXX
				Rev 9	000000	00/00/00	XXX
				Rev 10	000000	00/00/00	XXX

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**E16 DS-RE DIRECTIONAL SIGN**

QTY: 1

SCALE: 1"=1'-0"

ICON

Drawing prepared by:

Location: 2895 N Highway 67  
 Florissant, MO, 63033-1403

File Path: K:\ART\ACCOUNTS\Chase Signature\3455\_New Builds\Locations\3455\_63033\_Florissant\_MO.cdr

Proj #: 3455  
 Loc #: 63033  
 Order #: 1141346

RECOMMENDATIONS

CHASE

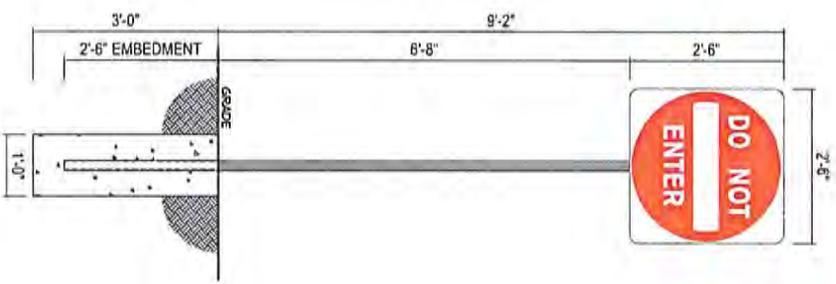
Drawing prepared for:

Rev#	Req. #	Date	Artist	Rev#	Req. #	Date	Artist	Rev#	Req. #	Date	Artist
Original	328537	07/29/20	KP	Rev 3	000000	00/00/00	XXX	Rev 7	000000	00/00/00	XXX
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Rev 2	000000	00/00/00	XXX	Rev 5	000000	00/00/00	XXX	Rev 9	000000	00/00/00	XXX
				Rev 6	000000	00/00/00	XXX	Rev 10	000000	00/00/00	XXX

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DWG Page 14

**E17** "DO NOT ENTER" REGULATORY SIGN  
 QTY: 1  
 SCALE: 1/2"=1'-0"





Drawing prepared by:

Location: 2895 N Highway 67  
Florissant, MO, 63033-1403

Proj #: 3456  
Loc #: 63033  
Order #: 1141346  
RECOMMENDATIONS

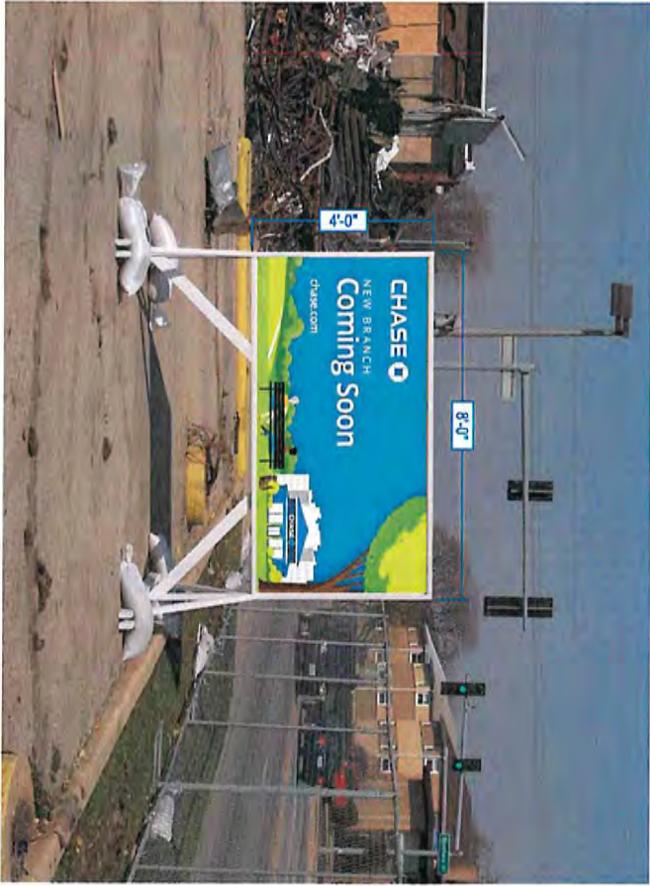
Drawing prepared for:  
**CHASE**

Rev.#:	Original	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Rev 6	Rev 7	Rev 8	Rev 9	Rev 10
Req. #:	328537	328861	000000	000000	000000	000000	000000	000000	000000	000000	000000
Date:	07/29/20	08/04/20	00/00/00	00/00/00	00/00/00	00/00/00	00/00/00	00/00/00	00/00/00	00/00/00	00/00/00
Artist:	KP	BV	XXX								

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**DRC Page 15**

**E18 4 X 8 COMING SOON SIGN**  
QTY: 1

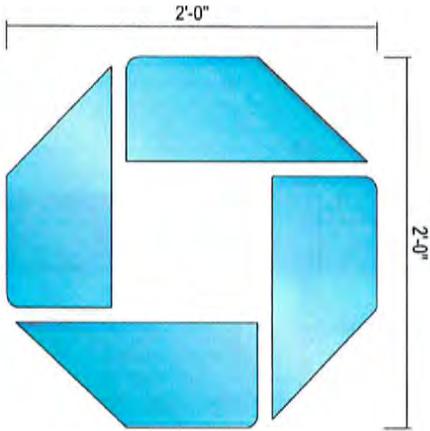


Location: 2895 N Highway 67  
 Florissant, MO, 63033-1403  
 File Path: K:\ART\ACCOUNTS\Chase Signature\3455\_New Builds\Locations\3455\_63033\_Florissant\_MO.cdr

Proj #: 3456  
 Loc #: 63033  
 Order #: 1141346  
**RECOMMENDATIONS**

Rev #	Req #	Date	Artist	Rev #	Req #	Date	Artist	Rev #	Req #	Date	Artist
Original	328537	07/29/20	KP	Rev 3	000000	00/00/00	XXX	Rev 7	000000	00/00/00	XXX
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Rev 2	000000	00/00/00	XXX	Rev 5	000000	00/00/00	XXX	Rev 9	000000	00/00/00	XXX
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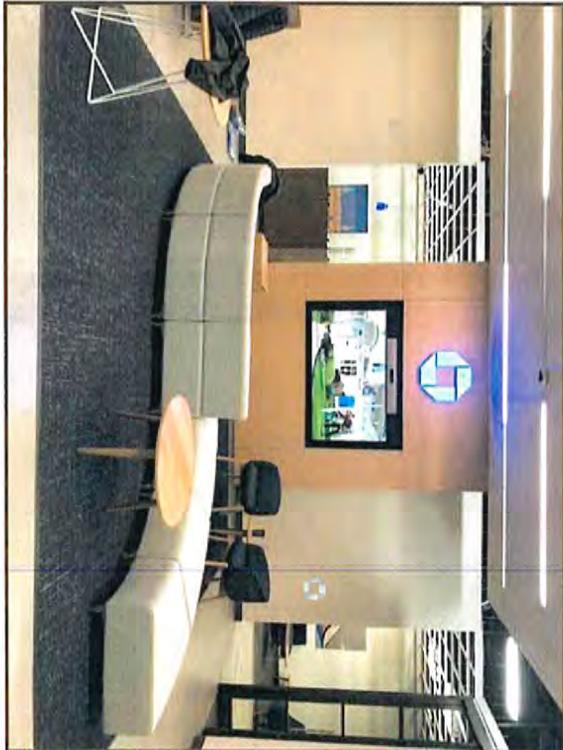


**101 BITRO 24" ILLUMINATED OCTAGON**

QTY: 1

SCALE: 1-1/2"=1'-0"

**NOTE: PROVIDED BY OTHERS**



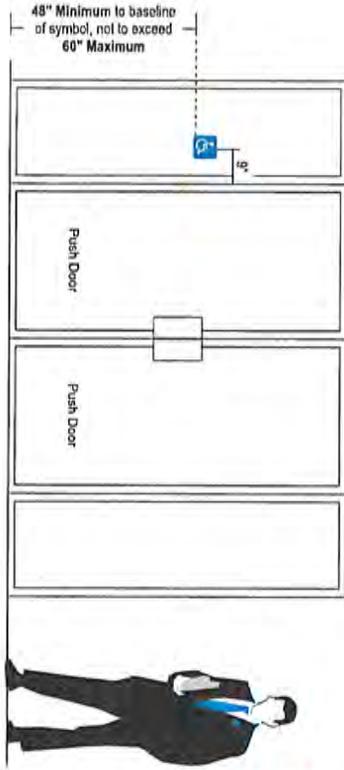
**TYPICAL PLACEMENT**

Location: 2895 N Highway 67  
 Florissant, MO 63033-1403  
 File Path: KIAART\ACCOUNTS\IC\Chase Signatures\3456\_New Build\SI\Locations\3456\_63033\_Florissant\_MO.cdr

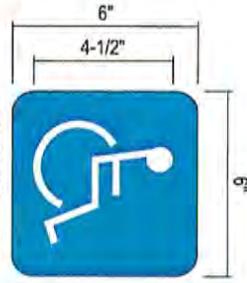
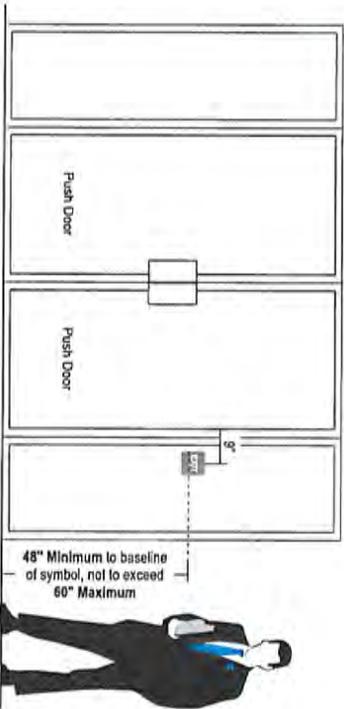
Proj #: 3456 Loc #: 63033 Order #: 1141346  
 RECOMMENDATIONS

Rev.#	Req. #	Date	Artist	Rev.#	Req. #	Date	Artist	Rev.#	Req. #	Date	Artist
Original	328537	07/29/20	KP	Rev 3	000000	000000	XXX	Rev 7	000000	000000	XXX
Rev 1	328861	08/04/20	BV	Rev 4	000000	000000	XXX	Rev 8	000000	000000	XXX
Rev 2	000000	00/00/00	XXX	Rev 5	000000	000000	XXX	Rev 9	000000	000000	XXX
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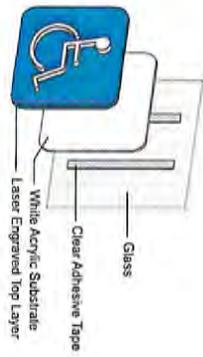
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**NOTE: SIGNS MOUNTED BACK TO BACK**



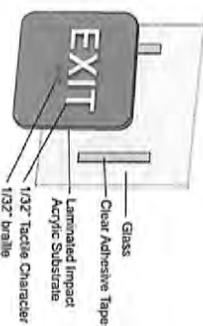
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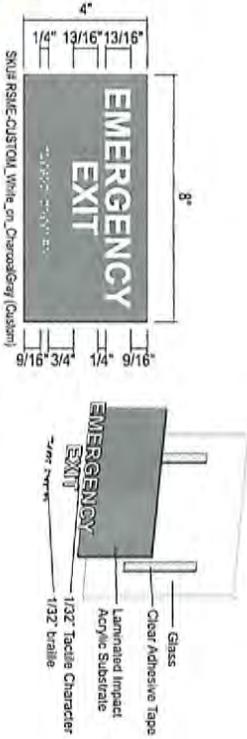
**102 ADA-EP ACCESSIBLE BUILDING ENTRANCE**  
 QTY: 1  
 SCALE: 3"-1'-0"



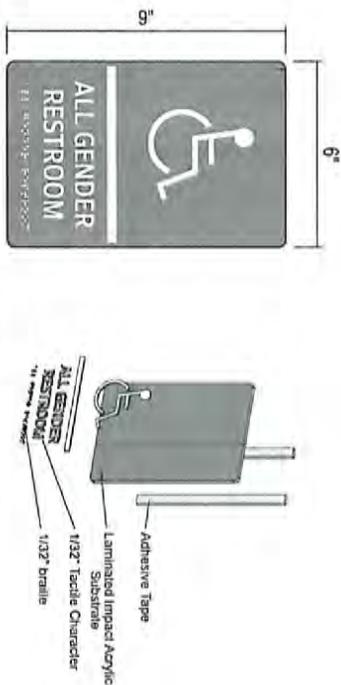
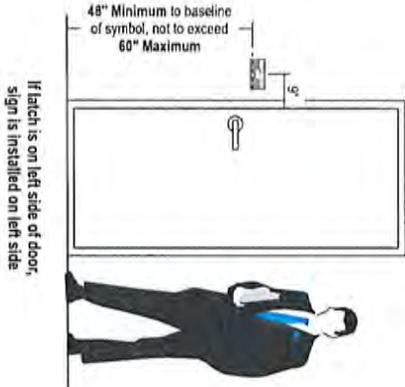
SKU: RRE-ESS-66, White on Charcoal/Grey



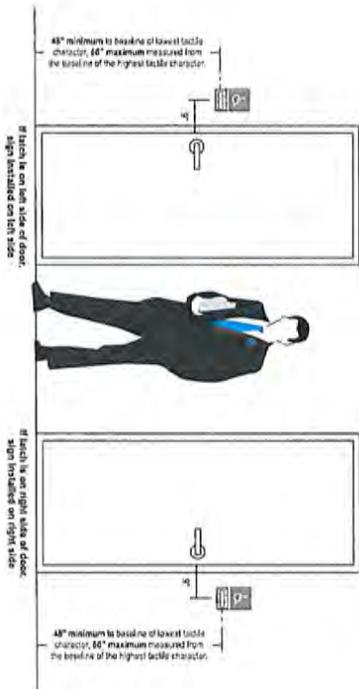
**103 ADA-EX PERMANENT EXIT DOOR SIGNAGE**  
 QTY: 1  
 SCALE: 3"-1'-0"



**104 ADA-R1-X PERMANENT ROOM ID SIGNAGE**  
 QTY: 1  
 SCALE: 3/16"=1'-0"



**105 106 ADA-RRAG-A-G ALL GENDER NEUTRAL RESTROOM SIGNAGE**  
 QTY: 2  
 SCALE: 3/16"=1'-0"



Drawing prepared by:  
**ICON**

Location: 2895 N Highway 67  
 Florissant, MO, 63033-1403  
 File Path: K:\ART\ACCOUNTS\Chase Signatures\3456\_New Builds\Locations\3456\_63033\_Florissant\_MO.cdr

Proj #: 3456  
 Loc #: 63033  
 Order #: 1141346  
**RECOMMENDATIONS**

Drawing prepared for:  
**CHASE**

Rev.#:	Req.#:	Date:	Artist:	Rev.#:	Req.#:	Date:	Artist:	Rev.#:	Req.#:	Date:	Artist:
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Rev 1	000000	08/04/20	BV	Rev 4	000000	000000	XXX	Rev 8	000000	00/00/00	XXX
Rev 2	000000	00/00/00	XXX	Rev 5	000000	000000	XXX	Rev 9	000000	00/00/00	XXX
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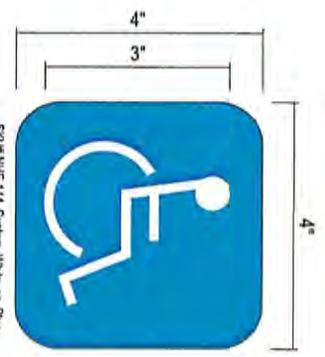
*Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted.*

Location: 2895 N Highway 67  
Florissant, MO 63033-1403  
File Path: K:\ARTTACCOUNTS\Chase Signatures\3456\_New Build\Locations\3456\_63033\_Florissant\_MO.cdr

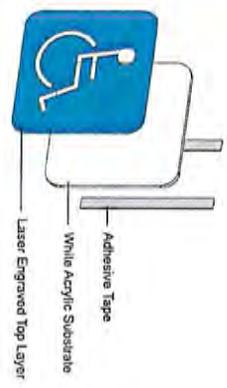
Proj #: 3456  
Loc #: 63033  
Order #: 1141346  
**RECOMMENDATIONS**

Rev.#:	Req. #:	Date:	Artist:	Rev.#:	Req. #:	Date:	Artist:	Rev.#:	Req. #:	Date:	Artist:
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Rev 2	000000	00/00/00	XXX	Rev 5	000000	00/00/00	XXX	Rev 9	000000	00/00/00	XXX
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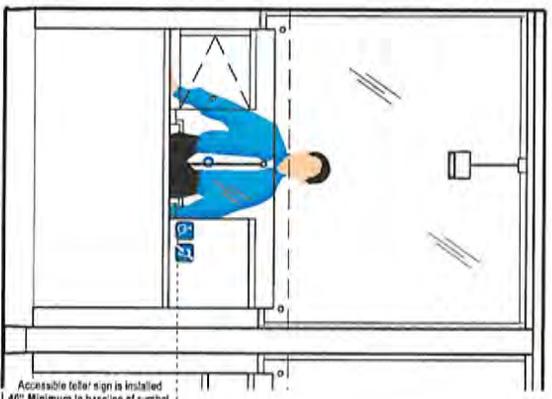
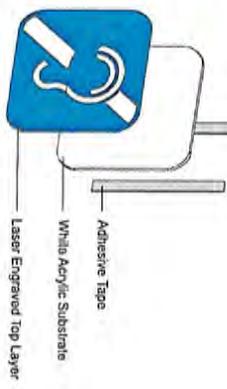
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**107 ADA-TW ACCESSIBLE TELLER WINDOW**  
QTY: 1  
SCALE: 1:2



**108 ADA-TWALS ACCESSIBLE TELLER WINDOW**  
QTY: 1  
SCALE: 1:2



Placement at Modular Teller Stations  
with Bullet-Resistant Glass

Accessible teller sign is installed  
40" Minimum to baseline of symbol  
Assistive Listening Systems sign to  
be installed flush with the sign  
on the right side as shown.

**ICON**

Drawing prepared by:

Location: 2895 N Highway 67  
 Fontssant, MO, 63033-1403  
 File Path: K:\ART\ACCOUNTS\Chase Signature\3456\_New Builds\Locations\3456\_63033\_Fontssant\_MO.cdr

Proj #: 3456  
 Loc #: 63033  
 Order #: 1141346  
 RECOMMENDATIONS



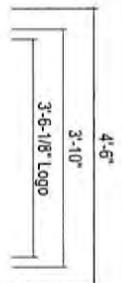
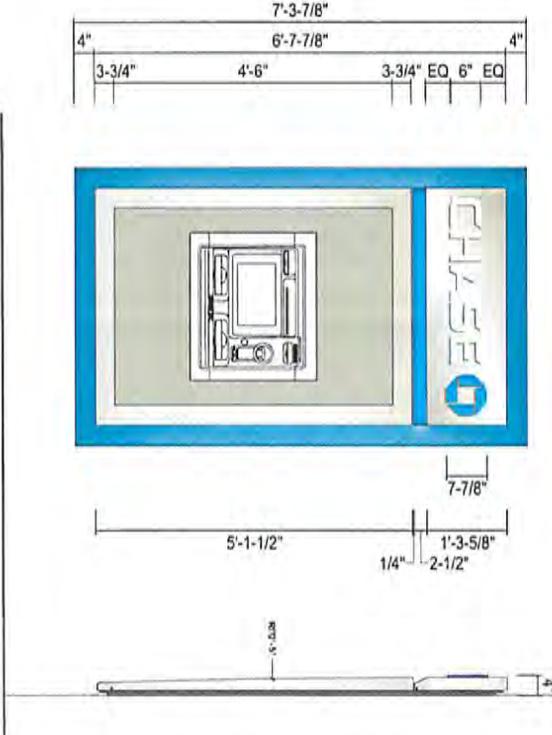
Drawing prepared for:

Rev#:	Original	Rev 1	Rev 2	Req. #:	Date:	Artist:	Rev #:	Req. #:	Date:	Artist:	Rev #:	Req. #:	Date:	Artist:
	328537	08/04/20		0729270	KP	XXX	Rev 3	000000	00/00/00	XXX	Rev 7	000000	00/00/00	XXX
	328861	08/04/20			BV	XXX	Rev 4	000000	00/00/00	XXX	Rev 8	000000	00/00/00	XXX
	000000	00/00/00			XXX	XXX	Rev 5	000000	00/00/00	XXX	Rev 9	000000	00/00/00	XXX
	000000	00/00/00			XXX	XXX	Rev 6	000000	00/00/00	XXX	Rev 10	000000	00/00/00	XXX

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**DRG Page 20**

**109 SUR-TTW-U-4-TP ATM UNIVERSAL SURROUND - THIN PROFILE**  
 QTY: 1  
 SCALE: 1/2"=1'-0"



**ICON**

Drawing prepared by:

Locations: 2895 N Highway 67  
Florissant, MO, 63033-1403

File Path: K:\ART\ACCOUNTS\IC\Chase Signature\3456\_New Build\Locations\3456\_63033\_Florissant\_MO.cdr

Proj #: 3456  
Loc #: 63033  
Order #: 1141346  
OVERVIEW PHOTOS

**CHASE**

Drawing prepared for:

Rev.#	Req. #	Date	Artist
Original	328537	07/29/20	KP
Rev 1	328861	08/04/20	SV
Rev 1	000000	00/00/00	XXX
Rev 2	000000	00/00/00	XXX

Rev.#	Req. #	Date	Artist
Rev 3	000000	00/00/00	XXX
Rev 4	000000	00/00/00	XXX
Rev 5	000000	00/00/00	XXX
Rev 6	000000	00/00/00	XXX

Rev.#	Req. #	Date	Artist
Rev 7	000000	00/00/00	XXX
Rev 8	000000	00/00/00	XXX
Rev 9	000000	00/00/00	XXX
Rev 10	000000	00/00/00	XXX

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**DRC Page 21**



Codes Allowances - Completed by Sign Vendor

Code	Description	City of Issuance
1	Temporary Signs	City of Issuance
2	Primary Ground Signs	City of Issuance
3	Directional / Regulatory Signs	City of Issuance
4	Advertising Signs	City of Issuance
5	Billboards	City of Issuance
6	Signage on Public Property	City of Issuance
7	Signage on Private Property	City of Issuance
8	Signage on Historic Properties	City of Issuance
9	Signage on Religious Properties	City of Issuance
10	Signage on Educational Properties	City of Issuance
11	Signage on Government Properties	City of Issuance
12	Signage on Industrial Properties	City of Issuance
13	Signage on Commercial Properties	City of Issuance
14	Signage on Residential Properties	City of Issuance
15	Signage on Utility Properties	City of Issuance
16	Signage on Transportation Properties	City of Issuance
17	Signage on Entertainment Properties	City of Issuance
18	Signage on Cultural Properties	City of Issuance
19	Signage on Religious Properties	City of Issuance
20	Signage on Educational Properties	City of Issuance
21	Signage on Government Properties	City of Issuance
22	Signage on Industrial Properties	City of Issuance
23	Signage on Commercial Properties	City of Issuance
24	Signage on Residential Properties	City of Issuance
25	Signage on Utility Properties	City of Issuance
26	Signage on Transportation Properties	City of Issuance
27	Signage on Entertainment Properties	City of Issuance
28	Signage on Cultural Properties	City of Issuance
29	Signage on Religious Properties	City of Issuance
30	Signage on Educational Properties	City of Issuance
31	Signage on Government Properties	City of Issuance
32	Signage on Industrial Properties	City of Issuance
33	Signage on Commercial Properties	City of Issuance
34	Signage on Residential Properties	City of Issuance
35	Signage on Utility Properties	City of Issuance
36	Signage on Transportation Properties	City of Issuance
37	Signage on Entertainment Properties	City of Issuance
38	Signage on Cultural Properties	City of Issuance
39	Signage on Religious Properties	City of Issuance
40	Signage on Educational Properties	City of Issuance
41	Signage on Government Properties	City of Issuance
42	Signage on Industrial Properties	City of Issuance
43	Signage on Commercial Properties	City of Issuance
44	Signage on Residential Properties	City of Issuance
45	Signage on Utility Properties	City of Issuance
46	Signage on Transportation Properties	City of Issuance
47	Signage on Entertainment Properties	City of Issuance
48	Signage on Cultural Properties	City of Issuance
49	Signage on Religious Properties	City of Issuance
50	Signage on Educational Properties	City of Issuance



Drawing prepared by:  
 Location: 2895 N Highway 67  
 Flossmoor, MO 63033-1403  
 File Path: K:\ART\PROJECTS\Grassie Signal\3456\_New Builds\Locations\3456\_63033\_Flossmoor\_MO.cdr

Proj #: 3456  
 Loc #: 63033  
 Order #: 1141346  
 CODE CHECK



Drawing prepared by:  
 Rev #: 328537  
 Original: 07/29/20  
 Rev 1: 08/04/20  
 Rev 2: 09/01/20

Req. #: 000000  
 Date: 00/00/00  
 Artist: XXX

Req. #: 000000  
 Date: 00/00/00  
 Artist: XXX

Regional Director (RD) \_\_\_\_\_ DATE \_\_\_\_\_

Operating Model Lead (OML) \_\_\_\_\_ DATE \_\_\_\_\_

Teller Line BRG YES  NO

CPC / Future CPC Office \_\_\_\_\_

Neighborhood Name \_\_\_\_\_

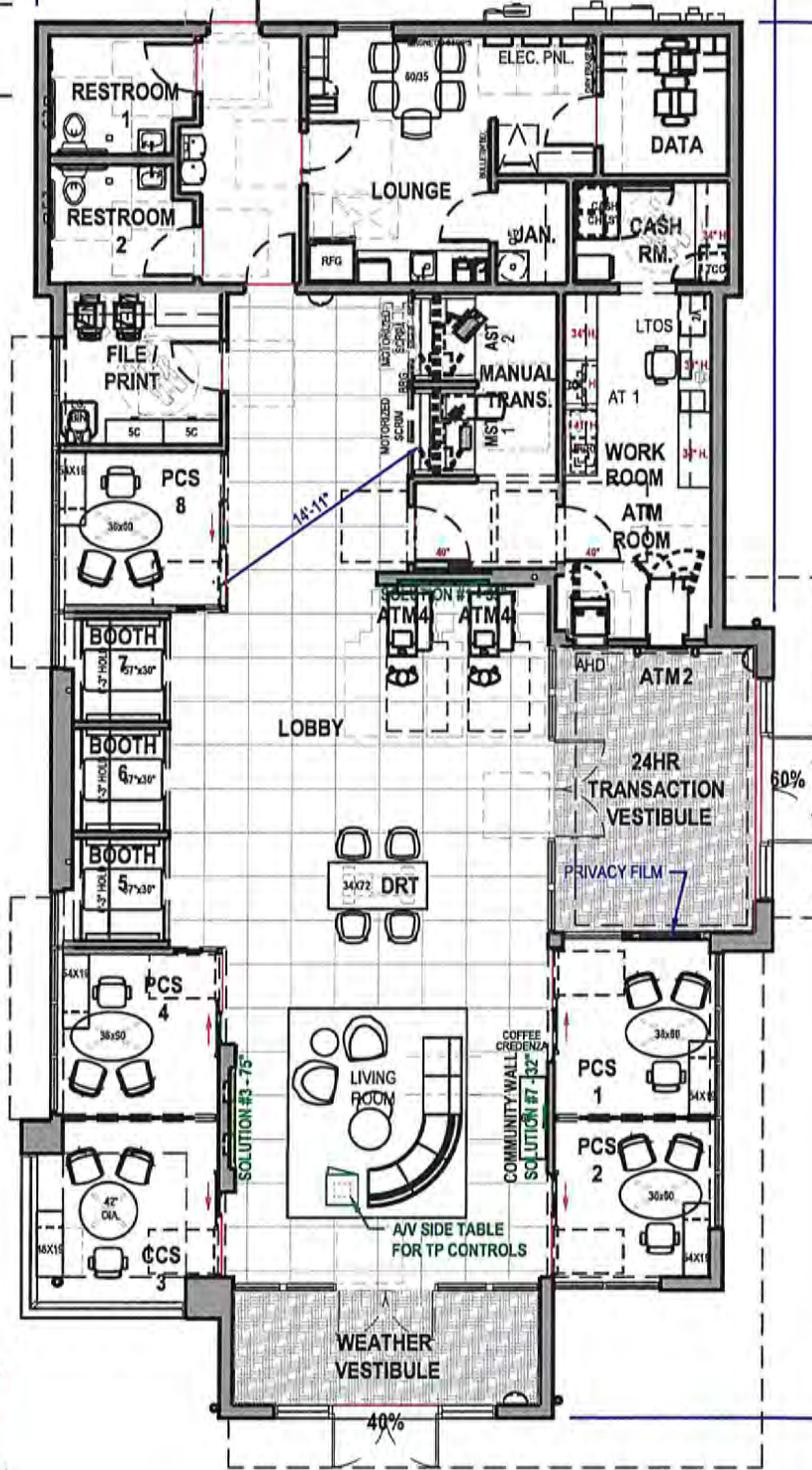
PARKING / DRIVE UP ATM

45'-0"

ADJACENT TENANT - AT&T

ACCESS ROAD

84'-11 1/4"



DESIGN STANDARDS	
CB 20.2	
HARDINESS ZONE	6A
WEATHER VESTIBULE REQUIRED *	
<small>* HARDINESS ZONES &lt;= 6A</small>	

### INFORMATION ONLY

FLOOR PLAN WILL BE UPDATED TO LATEST RETAIL DESIGN STANDARDS AND VALIDATED W/ BUDGET.  
 NOTE TO AOR; DO NOT PROCEED WITH CONSTRUCTION DOCUMENTS IF THIS STAMP IS PRESENT.

HIGHWAY 67



PROPOSED FLOOR PLAN  
**FLORISSANT, MO**  
 2895 N Highway 67, Florissant, MO 63033

DATE	DESIGNER	AREA	SCALE
29 APR 20	DSK	3,453 sq. ft.	NONE



20.1 Prototype | Exterior Rendering



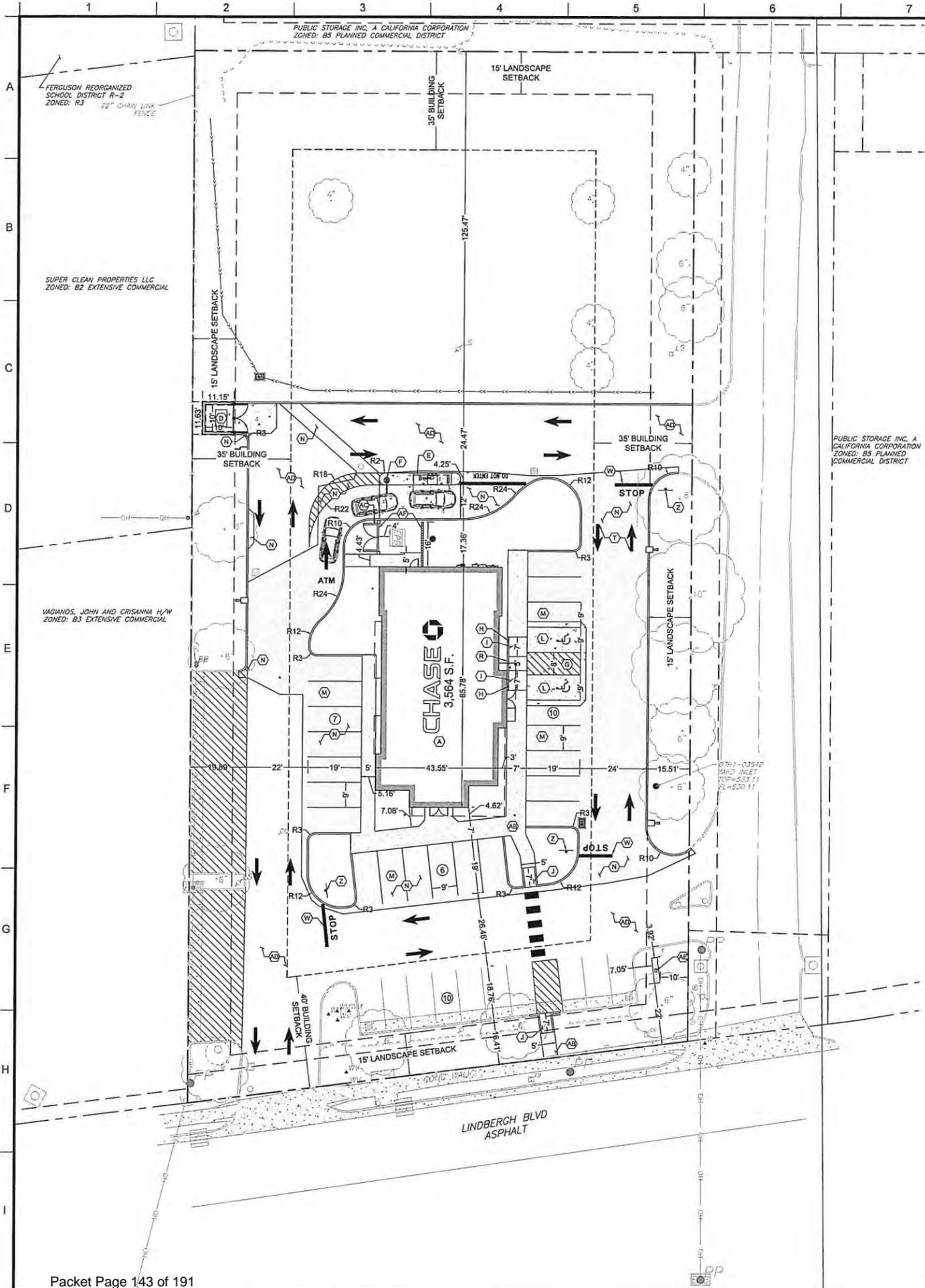
20.1 Prototype | Exterior Rendering



20.1 Prototype | Exterior Renderings







**SITE LEGEND**

- EXISTING PROPERTY BOUNDARY LINE
- EXISTING ADJOINING PROPERTY LINE
- EXISTING UTILITY EASEMENT
- EXISTING CURB AND GUTTER
- EXISTING EDGE OF PAVEMENT
- PROPOSED CURB
- PROPOSED BUILDING
- PROPOSED SIDEWALK
- PROPOSED CONCRETE
- PROPOSED MEDIUM DUTY ASPHALT
- ○ ○ PROPOSED WATER STRUCTURES
- ○ ○ PROPOSED STORM STRUCTURES
- ○ ○ PROPOSED SANITARY STRUCTURES
- ○ ○ PROPOSED SITE LIGHTING FIXTURES
- ○ ○ EXISTING STORMWATER STRUCTURES
- ○ ○ EXISTING SANITARY STRUCTURES
- ○ ○ EXISTING WATER STRUCTURE
- ○ ○ EXISTING ELECTRIC STRUCTURE
- ○ ○ EXISTING COMMUNICATIONS STRUCTURE
- ○ ○ PROPOSED PARKING COUNT

**SITE NOTES:**

1. REFER TO SHEET C2 FOR GENERAL NOTES.
2. REFER TO SHEET C6 FOR DEMOLITION PLAN.
3. REFER TO SHEET C8 FOR GRADING AND DRAINAGE PLAN.
4. REFER TO SHEET C9 FOR UTILITY PLAN.
5. REFER TO LANDSCAPE PLAN.
6. REFER TO SHEETS C14 FOR PHOTOMETRIC PLAN AND SITE LIGHTING DETAILS.
7. ALL DIMENSIONS ARE TO GROUND LEVEL IMPROVEMENTS (FACE OF CURB, CONCRETE SLAB, ETC.) UNLESS NOTED OTHERWISE. REFER TO ARCHITECTURAL PLANS FOR BUILDING DETAILS.
8. ALL DIMENSIONS FROM PROPERTY LINES ARE PERPENDICULAR UNLESS OTHERWISE NOTED.
9. CONTRACTOR TO SEED ALL DISTURBED AREA UNLESS NOTED OTHERWISE.
10. CONTRACTOR TO INSTALL ASPHALT PAVEMENT IN ALL DRIVING AREAS. REFER TO SHEET C10 FOR ASPHALT PAVING DETAILS.

ZONING DATA ZONED B5 - PLANNED COMMERCIAL DISTRICT		
ITEM	EXISTING / REQUIRED	PROPOSED
PARCEL ID	07H420265	07H420265
BUILDING USE	RESTAURANT (EXISTING)	BANKING FACILITY
BUILDING HEIGHT (FT)	MAX: 45'	21'-6"
BUILDING AREA (SF)	6,143 SF	3,564 SF
BUILDING COVERAGE	9.49% (EXISTING)	7.63% (PROPOSED)
FRONT SETBACK (FT)	40'	92.24' (SOUTH)
SIDE SETBACK (FT)	35'	66.05' (EAST) 68.51' (WEST)
REAR SETBACK (FT)	35'	183.55' (NORTH)
PARKING SPACES	3.6 SPACES / 1,000 SF = 13 SPACES (MINIMUM)	33 SPACES (INCLUDING 2 ADA SPACES)
ADA PARKING SPACES	2 SPACES (MINIMUM)	2 SPACES
TOTAL PARCEL AREA	1.487 AC (64,762 SF)	1.487 AC (64,762 SF)
TOTAL LIMITS OF DISTURBANCE	N/A	0.996 AC (43,403 SF)
ON-SITE LIMITS OF DISTURBANCE	N/A	0.996 AC (43,403 SF)
OFF-SITE LIMITS OF DISTURBANCE	N/A	0.000 AC (0 SF)
IMPERVIOUS PROPERTY AREA (%)	1.237 AC (53,898 SF) 83.22% (EXISTING)	0.748 AC (32,586 SF) 50.32%
PERVIOUS PROPERTY AREA (%)	0.249 AC (10,864 SF) 16.78% (EXISTING)	0.739 AC (32,176 SF) 49.68%

**KEYED NOTES:**

- A. PROPOSED CHASE BANK. REFER TO ARCHITECTURAL PLANS FOR DETAILS AND ELEVATIONS.
- B. PROPOSED BUILDING SIGN TO BE PROVIDED AND INSTALLED BY OTHERS. REFER TO SIGNAGE PACKAGE BY VENDOR. SIGNAGE PERMIT TO BE PROCURED BY SIGNAGE VENDOR.
- C. PROPOSED MONUMENT SIGN TO BE PROVIDED AND INSTALLED BY OTHERS. REFER TO SIGNAGE PACKAGE BY VENDOR. SIGNAGE PERMIT TO BE PROCURED BY SIGNAGE VENDOR.
- D. PROPOSED DUMPSTER ENCLOSURE. REFER TO ARCHITECTURAL PLANS FOR DETAILS AND ELEVATIONS.
- E. PROPOSED DRIVE THRU ATM WITH CANOPY. REFER TO ARCHITECTURAL DRAWINGS FOR DETAILS AND ELEVATIONS.
- F. PROPOSED CLEARANCE BAR. REFER TO ARCHITECTURAL DRAWINGS FOR DETAILS AND ELEVATIONS.
- G. PROPOSED 8' WIDE ADA COMPLIANT LOADING AREA. REFER TO SHEET C10 FOR DETAIL.
- H. PROPOSED ADA PARKING SIGN WITH BREAK AWAY POST. REFER TO SHEET C10 FOR DETAIL.
- I. PROPOSED ADA COMPLIANT PARALLEL RAMP. REFER TO SHEET C10 FOR DETAILS.
- J. PROPOSED ADA COMPLIANT PERPENDICULAR RAMP. REFER TO SHEET C10 FOR DETAILS.
- K. PROPOSED IRON CAST-IN-PLACE DETECTABLE WARNINGS. REFER TO SHEET C10 FOR DETAILS.
- L. PROPOSED 9' X 19' ADA PARKING SPACE. REFER TO SHEET C10 FOR DETAIL.
- M. PROPOSED 9' X 19' PARKING SPACE. (TYPICAL)
- N. PROPOSED ASPHALT PAVEMENT. REFER TO SHEET C10 FOR DETAIL.
- O. PROPOSED CONCRETE PAVEMENT. REFER TO SHEET C10 FOR DETAIL.
- P. PROPOSED CONCRETE SLAB FOR ATM. REFER TO ARCHITECTURAL PLANS FOR DETAILS.
- Q. PROPOSED MONOLITHIC TURNED DOWN CONCRETE SIDEWALK. REFER TO SHEET C10 FOR DETAIL.
- R. PROPOSED 6" CURB. REFER TO SHEET C10 FOR DETAIL.
- S. PROPOSED 6" SOLID WHITE PAINTED STRIPE (TYPICAL). REFER TO SHEET C11 FOR DETAIL.
- T. PROPOSED DIRECTIONAL TRAFFIC MARKING (TYPICAL). REFER TO SHEET C11 FOR DETAIL.
- U. PROPOSED SITE LIGHT POLE, (TYPICAL) (SEE NOTE #6).
- V. PROPOSED THERMOPLASTIC STOP BAR. REFER TO SHEET C11 FOR DETAIL.
- W. PROPOSED THERMOPLASTIC STOP BAR WITH "STOP" TEXT. REFER TO SHEET C11 FOR DETAIL.
- X. PROPOSED THERMOPLASTIC STOP BAR WITH "DO NOT ENTER" TEXT. REFER TO SHEET C11 FOR DETAIL.
- Y. PROPOSED BICYCLE RACK. REFER TO SHEET C11 FOR DETAIL.
- Z. PROPOSED "STOP" SIGN (R1-1). REFER TO SHEET C11 FOR DETAIL.
- AA. PROPOSED "STOP" SIGN (R1-1) AND "DO NOT ENTER" SIGN (R5-1). REFER TO SHEET C11 FOR DETAILS.
- AB. PROPOSED CONCRETE SIDEWALK.
- AC. PROPOSED UTILITY PROTECTION BOLLARD. REFER TO SHEET C11 FOR DETAIL.
- AD. ALL REMAINING ASPHALT AREAS TO BE SEALED AND RE-STRIPED AS NEEDED.
- AE. PROPOSED PYLON SIGN BY OTHERS. SEE SIGNAGE PACKAGE FOR DETAILS.
- AF. PROPOSED SCREENING WALL AND GATE. SEE TO ARCHITECTURAL PLANS FOR DETAILS.

**CORE STATES GROUP**  
 6500 CHIPPEWA STREET SUITE 200  
 ST. LOUIS, MO 63109  
 CORE STATES GROUP  
 CFAIRBANKS@CORE-STATES.COM

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CLIENT  
**CHASE**

**811**  
 Know what's below. Call before you dig.

REV	DATE	COMMENT	BY
1	05/31/20	PYLON SIGN	CDP

DOCUMENT CIVIL  
 CONSTRUCTION PLANS FOR CHASE BANK

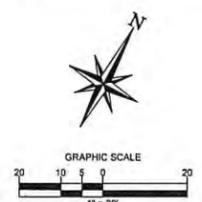
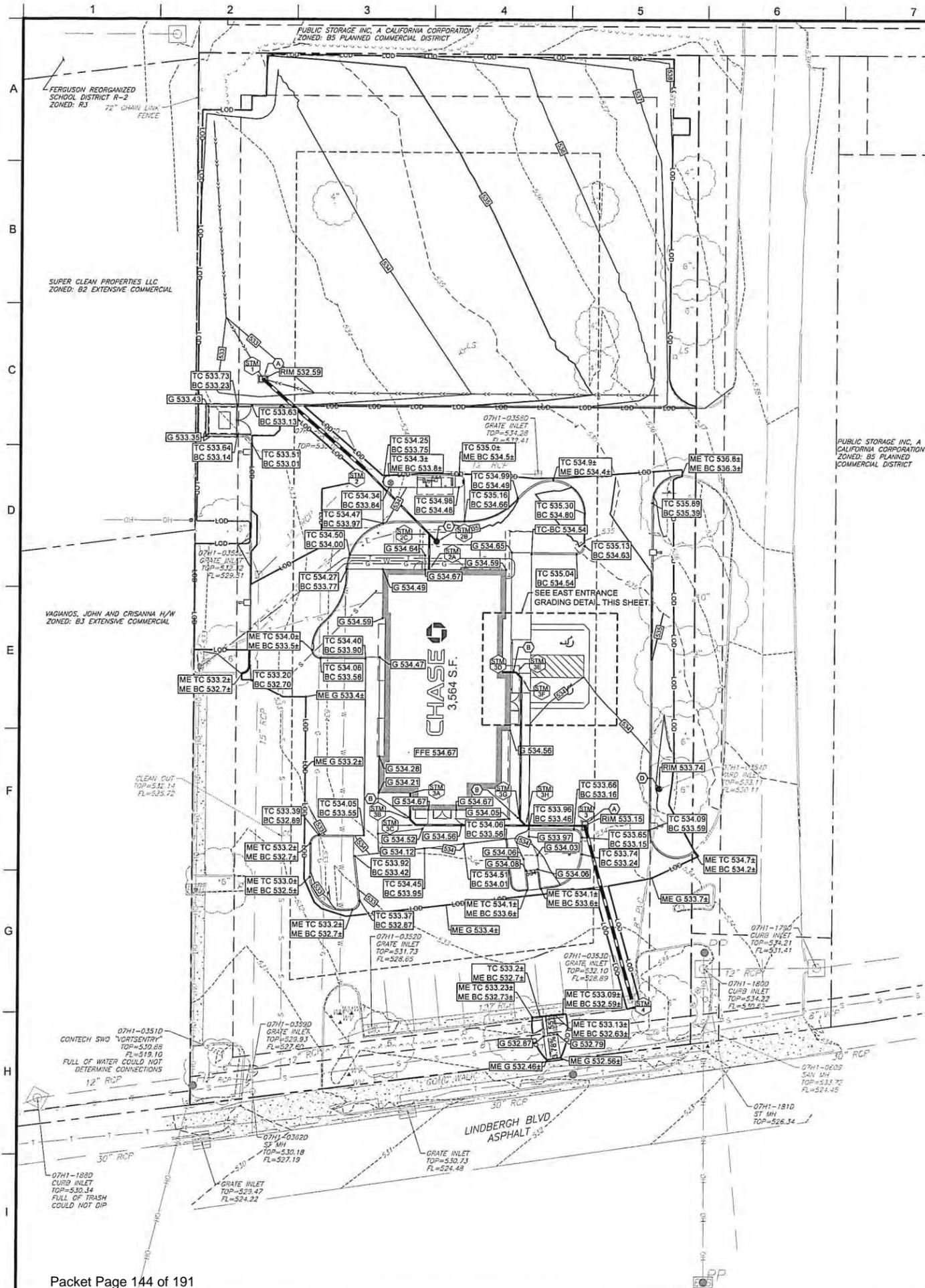
SITE LOCATION  
 2895 N HIGHWAY 67  
 FLORISSANT, MO  
 63033

ENGINEER SEAL  
 CHAD D. FAIRBANKS  
 NUMBER E-2001018723  
 8-31-2020

SHEET TITLE  
 SITE PLAN

JOB #: JPM-28815  
 DATE: 07/20/2020  
 SCALE: 1" = 20'  
 DRAWN BY: RJD  
 CHECKED BY: CDP

SHEET NO.  
**C7**



**GRADING LEGEND**

- EXISTING PROPERTY BOUNDARY LINE
- EXISTING ADJOINING PROPERTY LINE
- EXISTING UTILITY EASEMENT
- EXISTING 5' INTERVAL CONTOUR LINE
- EXISTING 1' INTERVAL CONTOUR LINE
- PROPOSED 5' INTERVAL CONTOUR LINE
- PROPOSED 1' INTERVAL CONTOUR LINE
- PROPOSED SPOT SHOTS
- PROPOSED STORM STRUCTURES NAME
- EXISTING EDGE OF PAVEMENT
- PROPOSED CURB
- PROPOSED BUILDING
- PROPOSED WATER STRUCTURES
- PROPOSED STORM STRUCTURES
- PROPOSED SANITARY STRUCTURES
- PROPOSED SITE LIGHTING FIXTURES
- EXISTING STORMWATER STRUCTURES
- EXISTING SANITARY STRUCTURES
- EXISTING WATER STRUCTURE
- EXISTING STORM
- EXISTING SANITARY
- PROPOSED STORM PIPE
- PROPOSED SANITARY
- LIMITS OF DISTURBANCE

**GRADING NOTES:**

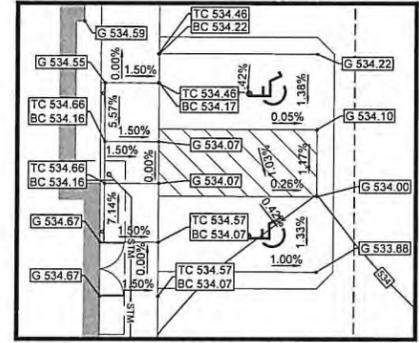
1. REFER TO SHEET C2 FOR GENERAL NOTES.
2. ALL DIMENSIONS ARE TO GROUND LEVEL IMPROVEMENTS (FACE OF CURB, CONCRETE SLAB, ETC.) UNLESS NOTED OTHERWISE. REFER TO ARCHITECTURAL PLANS FOR BUILDING DETAILS.
3. ALL DIMENSIONS FROM PROPERTY LINES ARE PERPENDICULAR UNLESS OTHERWISE NOTED.
4. CONTRACTOR TO SEED ALL DISTURBED AREA UNLESS NOTED OTHERWISE.
5. CONTRACTOR TO INSTALL ASPHALT PAVEMENT IN ALL DRIVING AREAS. REFER TO SHEET C10 FOR ASPHALT PAVING DETAILS.

**GENERAL NOTES:**

1. RETENTION / DETENTION AREAS MUST BE STABILIZED WITH SOD UNLESS AN ALTERNATIVE METHOD IS SPECIFICALLY PERMITTED PRIOR TO PLAN APPROVAL. NO ORGANIC MULCH WILL BE PERMITTED IN OR ADJOINING RETENTION / DETENTION AREA.
2. THE PROJECT OWNER IS RESPONSIBLE FOR THE PERPETUAL MAINTENANCE OF ALL FEATURES OF THE SURFACE WATER MANAGEMENT SYSTEM AS OUTLINED ON THE DRAINAGE PLAN.

**KEYED NOTES:**

- A. PROPOSED CATCH BASIN (MODOT PRECAST DROP INLET TYPE S-1). REFER TO SHEET C12 FOR DETAIL.
- B. PROPOSED ROOF DRAIN CLEANOUT. CONTRACTOR TO INSTALL TRAFFIC RATED COLLAR AND CAP ON ALL CLEANOUTS IN PAVEMENT OR SIDEWALKS. REFER TO SHEET C11 FOR DETAIL.
- C. PROPOSED NYLOPLAST 8" INLINE DRAIN WITH STANDARD GRATE ASSEMBLY. REFER TO SHEET C11 FOR DETAIL.
- D. EXISTING YARD DRAIN TO REMAIN AND BE PROTECTED IN PLACE. CONTRACTOR SHALL ADJUST TO FINISHED GRADE.



**EAST ENTRANCE GRADING DETAIL**  
SCALE = 1" = 10'

STORM STRUCTURE TABLE										
STRUCTURE NAME	STRUCTURE TYPE	DRAINAGE AREA TO STRUCTURE	RIM	UPSTREAM PIPE NAME	UPSTREAM PIPE INV	DOWNSTREAM PIPE NAME	DOWNSTREAM PIPE INV	DOWNSTREAM PIPE LENGTH	DOWNSTREAM PIPE SIZE AND TYPE	DOWNSTREAM PIPE SLOPE
STM - 1	MODOT DROP INLET	0.00 AC	532.59			STM - 1-2	530.62	46.32'	12" HDPE	0.50%
STM - 2	EX MH	0.00 AC	533.51	STM - 1-3 STM - 2C-2	530.36' 529.99'					
STM - 2A	BUILDING STUB	0.00 AC	534.67			STM - 2A-2C	530.64'	12.62'	6" PVC	1.50%
STM - 2B	8" NYLOPLAST YARD DRAIN	0.00 AC	534.32			STM - 2B-2C	530.51'	3.71'	6" PVC	1.50%
STM - 2C	6" PVC - WYE WICO	0.00 AC	534.65	STM - 2A-2C STM - 2B-2C	530.45' 530.45'	STM - 2C-2	530.45'	32.70'	6" PVC	1.50%
STM - 3	MODOT DROP INLET	0.00 AC	533.15			STM - 3-4	529.25'	64.15'	12" HDPE	0.56%
STM - 3A	BUILDING STUB	0.00 AC	534.56			STM - 3A-3B	531.91'	9.44'	6" PVC	1.80%
STM - 3B	6" PVC - WYE WICO	0.00 AC	534.50	STM - 3A-3B	531.74'	STM - 3B-3C	531.74'	2.83'	6" PVC	1.80%
STM - 3C	6" PVC - 45° BEND	0.00 AC	534.50	STM - 3B-3C	531.69'	STM - 3C-3H	531.69'	39.05'	6" PVC	1.80%
STM - 3D	BUILDING STUB	0.00 AC	534.67			STM - 3D-3E	531.70'	4.75'	6" PVC	1.17%
STM - 3E	6" PVC - WYE WICO	0.00 AC	534.14	STM - 3D-3E	531.64'	STM - 3E-3F	531.64'	2.83'	6" PVC	1.17%
STM - 3F	6" PVC - 45° BEND	0.00 AC	534.23	STM - 3E-3F	531.61'	STM - 3F-3G	531.61'	50.66'	6" PVC	1.17%
STM - 3G	6" PVC - WYE WICO	0.00 AC	534.03	STM - 3F-3G	531.02'	STM - 3G-3H	531.02'	2.83'	6" PVC	1.17%
STM - 3H	6" PVC - WYE	0.00 AC	534.01	STM - 3G-3H	530.98' 530.98'	STM - 3H-3	530.98'	21.25'	6" PVC	1.80%
STM - 4	EX GRATE INLET	0.00 AC	532.10	STM - 3-4 STM - 4A-4	528.89' 528.89'					
STM - 4A	EX. YARD INLET	0.00 AC	533.74			STM - 4A-4	530.11'	75.56'	EX. 8" PVC	1.51%

**CORE STATES GROUP**  
6500 CHIPPEWA STREET SUITE 200  
ST. LOUIS, MO 63109  
PHONE (314) 843-4320  
CFAIRBANKS@CORE-STATES.COM

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**REVISIONS**

REV	DATE	COMMENT	BY

**DOCUMENT CIVIL CONSTRUCTION PLANS FOR CHASE BANK**

**SITE LOCATION**  
2895 N HIGHWAY 67  
FLORISSANT, MO  
63033

**ENGINEER SEAL**

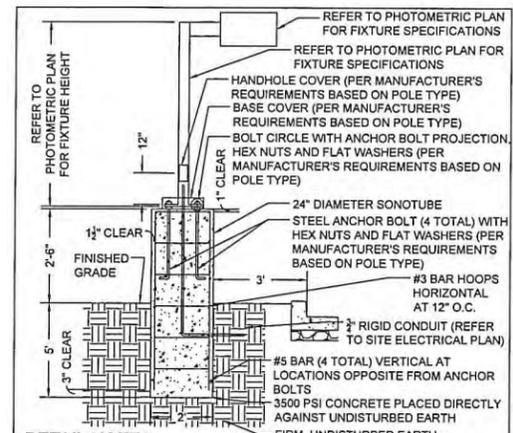
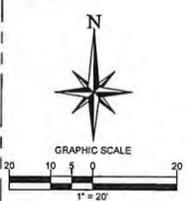
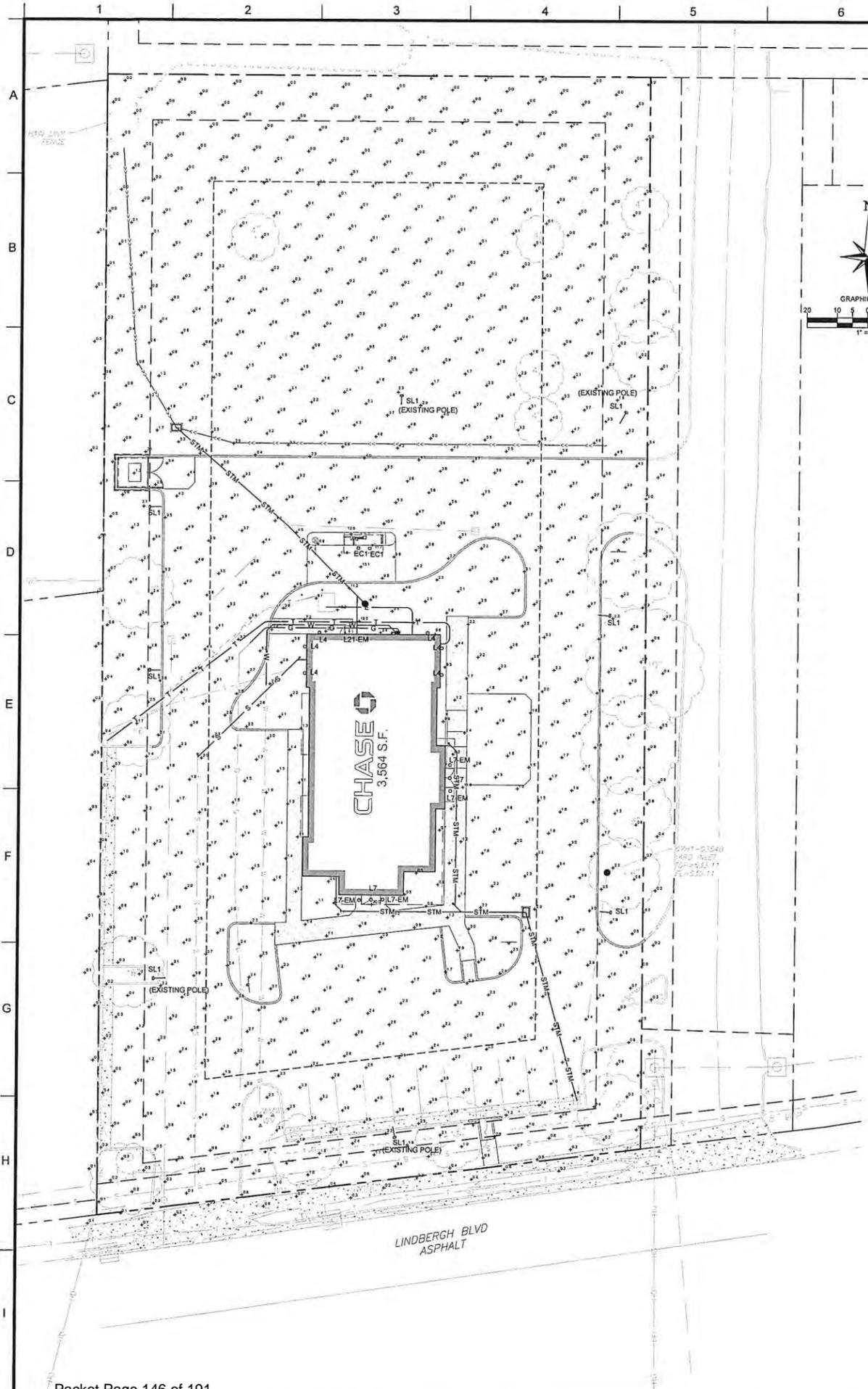


**SHEET TITLE GRADING AND DRAINAGE PLAN**

JOB # JPM-2815  
DATE 07/20/2020  
SCALE 1" = 20'  
DRAWN BY: RJD  
CHECKED BY: CDF

SHEET NO.  
**C8**





- DETAIL NOTES:**
1. FOUNDATION SHOWN IS BASED ON AN ALLOWABLE BEARING CAPACITY OF 2,000 POUNDS PER SQUARE FOOT. IF THESE SOIL CONDITIONS DO NOT EXIST, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A NEW DESIGN BASED ON ACTUAL SOIL CONDITIONS.
  2. THIS FOUNDATION IS BASED ON WIND LOADS OF 115 MILES PER HOUR.
  3. ALL REINFORCING STEEL SHALL CONFORM TO ASTM GRADE 60.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE BASE PLATE BOLT PATTERN.

**AREA LIGHT DETAIL**

STATISTICS						
DESCRIPTION	SYMBOL	AVERAGE	MAXIMUM	MINIMUM	MAX/MIN	AVG/MIN
PARKING LOT	+	1.8 FC	22.4 FC	0.1 FC	N/A	N/A

LUMINAIRE SCHEDULE										
Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts	Mounting Height
□	SL1	8	EACL01-S-F4-AF-7-40-N-1-C1-DKZ-4000K	EVOLVE LED AREA EACL TYPE IV (DARK BRONZE) COORDINATE MOUNTING BRACKET WITH POLE (FULL CUT-OFF)	LED	EACL01_F474AF740.ies	ABSOLUTE	1.00	125	28'
○	L4	6	LANTERRA 90004-W2-RW-LED-4800-WW-CS-L1-UNV-W5 (2) 10W, 4000K	120V UP/DOWN SCONCE WITH INTEGRAL LED DRIVER	LED	9004-W2-FL-LED3590-S-BK-L1-UNV.ies	ABSOLUTE	1.00	19.7	9'-6"
○	L7	2	DI4R109351W2V10 + R4R4RWP1WYTWYR + BH3 (OPTIONAL), 3500K	4" LED DOWNLIGHT 14W, WET RATED	LED	DI4R 10935.ies	ABSOLUTE	1.00	18	10'
○	L7-EM	4	DI4R109351W2V10EL + R4R4RWP1WYTWYR + BH3 (OPTIONAL), 3500K	4" LED DOWNLIGHT 14W, WET RATED L-7 FIXTURE WITH EMERGENCY LIGHT DRIVER	LED	DI4R 10935.ies	ABSOLUTE	1.00	18	10'
□	L21-EM	1	XTOR8B-W-82-PC 12-MSDIM-L20-C8P, 4000K	LOW PROFILE LED DIE-CAST ALUMINUM HOUSING, BRONZE FULL CUT-OFF SILICONE SEALED LED CHAMBER, 50% DIMMING SENSOR, 90 MIN. BACKUP BATTERY	LED MODULES CONSTANT CURRENT 4000K	XTOR8B.ies	ABSOLUTE	1.00	58	9'-6"
□	EC1	2	E-CSA04-W50Z	LED CANOPY LIGHT, BLACK METAL HOUSING, ONE LED ARRAY WITH WHITE METAL TRIM PLATE, ONE PRISMATIC PLASTIC LENS BELOW LED ARRAY.	LED	e-csa04_series_50k.ies	ABSOLUTE	1.00	43.3	12'

**CORE STATES GROUP**  
 6500 CHIPPEWA STREET SUITE 200  
 ST. LOUIS, MO 63109  
 PHONE (314) 843-4320  
 CF@CORESTATES.COM

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CLIENT



REVISIONS

REV	DATE	COMMENT	BY

DOCUMENT CIVIL  
 CONSTRUCTION PLANS FOR CHASE BANK

SITE LOCATION  
 2895 N HIGHWAY 67  
 FLORISSANT, MO  
 63033



SHEET TITLE  
 PHOTOMETRIC PLAN

JOB #:	JPM-28816
DATE:	07/20/2020
SCALE:	1" = 20'
DRAWN BY:	RJD
CHECKED BY:	CDF

SHEET NO.  
**C13**

# Evolve™ LED Area Light

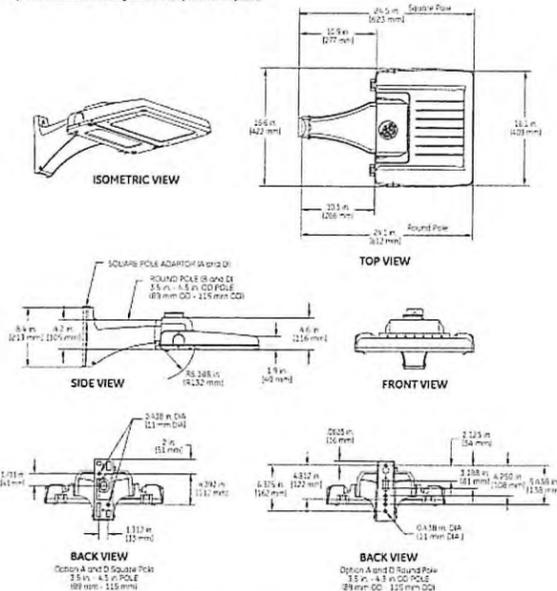
## N Series (EANB)



current  
powered by GE

### Product Dimensions

- 10" Arm For Square Pole Mount (Option A)
- 10" Arm For Round Pole Mount (Option B)
- 10" Arm For Square Pole Mount or Round Pole Mount (Option D)



### Product Features

The next generation of the GE Evolve™ LED Area Light is an exciting solution to efficiently illuminate site and area applications. The smaller form design of the EAI8 fixture provides superior illuminance at impressive site footcandle levels. The exclusive optical lens design effectively directs the light and produces impressive vertical illuminance and glare control. Additionally, the Evolve LED Area Light provides significant operating cost benefits over the life of each fixture with reduced energy consumption and a long rated life that virtually eliminates ongoing maintenance expenses.

- #### Applications
- Site, area, roadway and general lighting applications utilizing advanced LED optical system providing high uniformity, excellent vertical light distribution, reduced glare, reduced on-site glare and effective security light levels.
  - Obtain a truly optimized and efficient parking space with dimming and occupancy sensing features.
- #### Mounting
- Die-cast aluminum housing
  - Slim architectural design incorporates an integral heat sink and light engine, ensuring maximum heat transfer, long LED life, and a reduced Effective Projected Area (EPA)
  - Meets 2G vibration level per ANSI C136.31-2010.
- #### LED & Optical Assembly
- Structured LED arrays for optimized area light photometric distribution.
  - Evolve light engine with directional reflectors designed to optimize application efficiency and minimize glare.
  - Utilizes high brightness LEDs: 70 CRI at 3000K, 4000K and 5000K typical.
- #### Lumen Maintenance
- Projected L90-50,000 hours per IES TM-21
  - Projected Lx per IES TM-21 at 25°C for reference.

- #### Mounting
- 10-inch (254mm) mounting arm for square pole prewired with 24-inch (610mm) leads.
  - 10-inch (254mm) mounting arm for round pole prewired with 24-inch (610mm) leads.
- #### Options
- Slipfitter mounting for 2.378-inch (60mm) O.D. pipe prewired with 24-inch (610mm) leads.
  - 10-inch (254mm) mounting arm for round or square pole prewired with 24-inch (610mm) leads.
- #### Finish
- Corrosion resistant polyester powder painted, minimum 2.0 mil thickness.
  - Standard colors: Black & Dark Bronze.
  - RAL 6 custom colors available.
- #### Electrical
- 120-277 VAC and 347-480 VAC available.
  - System power factor is >90% and THD <20%.
  - ANSI C136.41 7-pin dimming receptacle, standard.
  - ANSI photo electric sensors (PE) available for all voltages. Light Grid compatible.
  - Standalone motion sensor based dimming using "H" option code.
  - Surge Protection per ANSI C136.2-2015.
  - EAI8/3KA "Basic" surge protection, standard.
  - EAI8/3KA "Enhanced" surge protection optional.

- #### PE Accessories (to be ordered separately)
- 120-277 VAC and 347-480 VAC available.
  - System power factor is >90% and THD <20%.
  - ANSI C136.41 7-pin dimming receptacle, standard.
  - ANSI photo electric sensors (PE) available for all voltages. Light Grid compatible.
  - Standalone motion sensor based dimming using "H" option code.
  - Surge Protection per ANSI C136.2-2015.
  - EAI8/3KA "Basic" surge protection, standard.
  - EAI8/3KA "Enhanced" surge protection optional.

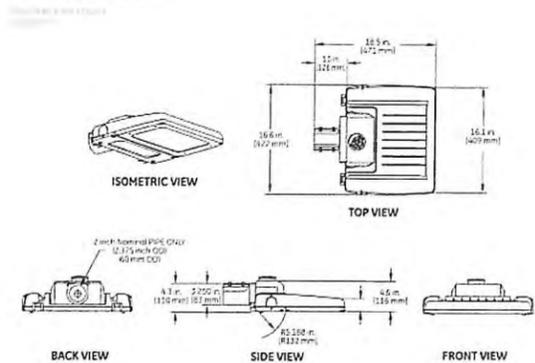
Model	Wattage	Beam Angle	Height	Mounting Arm	Mounting Pole
EANB_1000	1000	120°	10"	10"	1.5" x 1.5" x 1.5"
EANB_2000	2000	120°	10"	10"	1.5" x 1.5" x 1.5"
EANB_3000	3000	120°	10"	10"	1.5" x 1.5" x 1.5"
EANB_4000	4000	120°	10"	10"	1.5" x 1.5" x 1.5"
EANB_5000	5000	120°	10"	10"	1.5" x 1.5" x 1.5"

Model	Wattage	Beam Angle	Height	Mounting Arm	Mounting Pole
EANB_1000	1000	120°	10"	10"	1.5" x 1.5" x 1.5"
EANB_2000	2000	120°	10"	10"	1.5" x 1.5" x 1.5"
EANB_3000	3000	120°	10"	10"	1.5" x 1.5" x 1.5"
EANB_4000	4000	120°	10"	10"	1.5" x 1.5" x 1.5"
EANB_5000	5000	120°	10"	10"	1.5" x 1.5" x 1.5"

NOTE: Dimensions are based on a 10" mounting arm. For other mounting arm lengths, contact the manufacturer for details.

Approximate net weight: 20 lbs (9.07 kg)  
Effective Projected Area (EPA) with 10" Mounting Arm: 3.67 sq ft (0.06 sq m)

### Product Dimensions



- Approximate net weight: 19 lbs (8.61 kg)
- Effective Projected Area (EPA) with Slipfitter: 0.43 sq ft (0.04 sq m)

### Ordering Number Logic

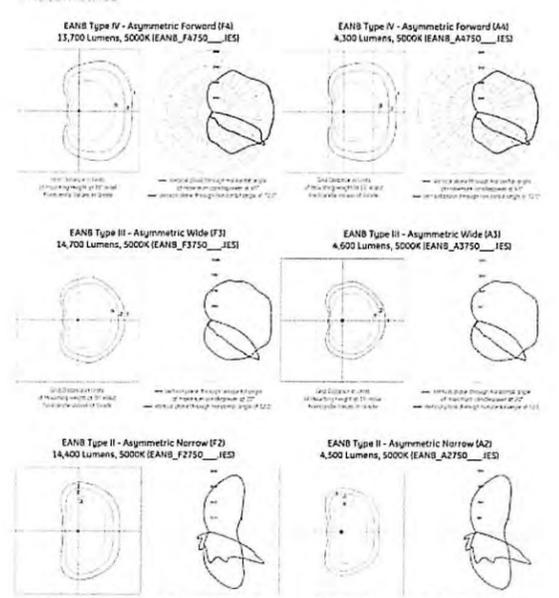
Evolve™ LED Area Light N Series (EANB)

Model	Wattage	Beam Angle	Height	Mounting Arm	Mounting Pole
EANB_1000	1000	120°	10"	10"	1.5" x 1.5" x 1.5"
EANB_2000	2000	120°	10"	10"	1.5" x 1.5" x 1.5"
EANB_3000	3000	120°	10"	10"	1.5" x 1.5" x 1.5"
EANB_4000	4000	120°	10"	10"	1.5" x 1.5" x 1.5"
EANB_5000	5000	120°	10"	10"	1.5" x 1.5" x 1.5"

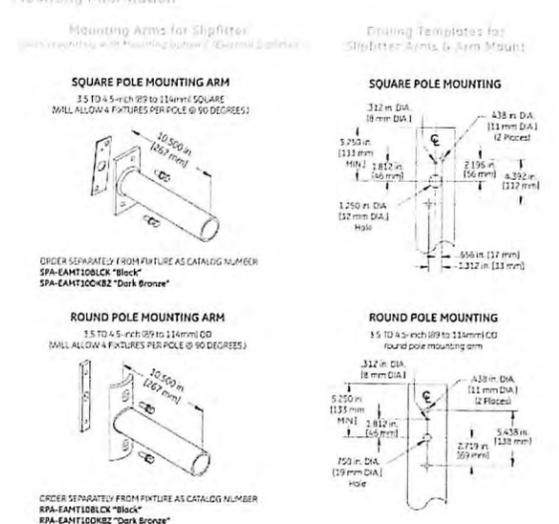
PE Accessories (to be ordered separately)

Model	Wattage	Beam Angle	Height	Mounting Arm	Mounting Pole
EANB_1000	1000	120°	10"	10"	1.5" x 1.5" x 1.5"
EANB_2000	2000	120°	10"	10"	1.5" x 1.5" x 1.5"
EANB_3000	3000	120°	10"	10"	1.5" x 1.5" x 1.5"
EANB_4000	4000	120°	10"	10"	1.5" x 1.5" x 1.5"
EANB_5000	5000	120°	10"	10"	1.5" x 1.5" x 1.5"

### Photometrics



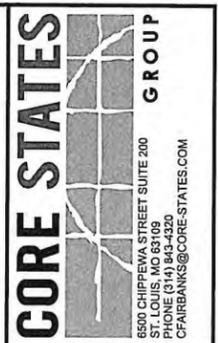
### Mounting Information



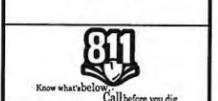
Other mounting patterns are available for retrofit installations. Contact manufacturing for other available mounting patterns.

www.currentbyge.com

Approximate net weight: 20 lbs (9.07 kg)  
Effective Projected Area (EPA) with 10" Mounting Arm: 3.67 sq ft (0.06 sq m)



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Call before you dig.

### REVISIONS

REV	DATE	COMMENT	BY

DOCUMENT CIVIL CONSTRUCTION PLANS FOR CHASE BANK

SITE LOCATION  
2895 N HIGHWAY 67  
FLORISSANT, MO  
63033



8-3-2020

SHEET TITLE  
PHOTOMETRIC DETAILS

JOB #:	JPM-28815
DATE:	07/20/2020
SCALE:	AS NOTED
DRAWN BY:	RJD
CHECKED BY:	CFD

SHEET NO.  
**C14**

A B C D E F G H I

Lumark

Table with columns: Description, Category #, Type, Code. Rows include Project, Comments, Prepared by.

DESCRIPTION: The patented Lumark Crosstar™ MAXX LED wall pack series of luminaires provides low profile and structural style with super bright, energy efficient LEDs. The rugged die-cast aluminum construction back box with secure lock hinges, stainless steel hardware along with a standard and gasketed optical compartment make Crosstar impervious to contaminants. The Crosstar MAXX wall luminaire is ideal for wall surface and gasketed optical compartment make Crosstar impervious to contaminants. The Crosstar MAXX wall luminaire is ideal for wall surface and gasketed optical compartment make Crosstar impervious to contaminants.

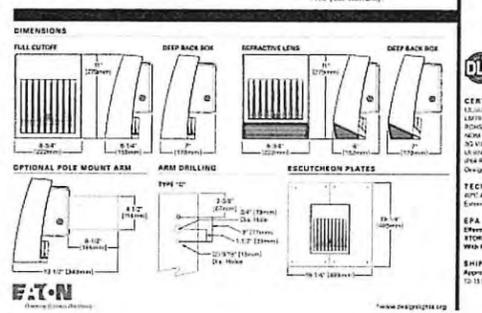


Table with columns: LED Information, B.U.C. Rating, CCT, CRI, Power Consumption (Initial), LED Information, B.U.C. Rating, CCT, CRI, Power Consumption (Initial).

Table with columns: Ambient Temperature, Lumen Maintenance, Theoretical Life (Hours), Current Draw, Voltage, Power Factor, Shipping Data.

Applications: WALL SURFACE, REVERSED, SITE LIGHTING. Certification Data: IES, ETL, UL, etc.

FIG 2

POWER AND LUMENS BY FIXTURE MODEL

Table with columns: LED Information, B.U.C. Rating, CCT, CRI, Power Consumption (Initial), LED Information, B.U.C. Rating, CCT, CRI, Power Consumption (Initial).

FIG 3

ORDERING INFORMATION

Table with columns: Sample Number, LED Series, Housing Color, Reflector Color, Reflector Style, Reflector Size, Reflector Mount, Reflector Material, Reflector Finish, Reflector Mounting, Reflector Dimensions, Reflector Weight, Reflector Price.

FIG 4

STOCK ORDERING INFORMATION

Table with columns: LED Series, B.U.C. Rating, CCT, CRI, Power Consumption (Initial), LED Series, B.U.C. Rating, CCT, CRI, Power Consumption (Initial).

FIG 5

PHOTOMETRIC DATA: LUMINATION™ DIAR WALL WASH



FIG 6

PHOTOMETRIC DATA: LUMINATION™ DIAR SERIES DOWNLIGHTS



FIG 7

PHOTOMETRIC DATA: LUMINATION™ DIAR SERIES DOWNLIGHTS

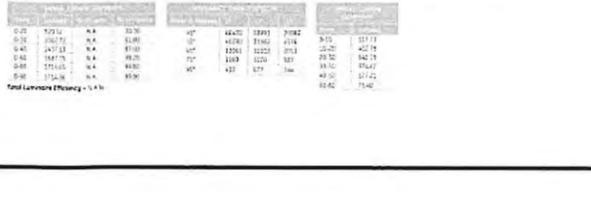


FIG 8

Lumination™ LED Luminaires

LED Downlight Architectural Series

DIAR - 4" Round Reflector

Product Description

Lumination DI Series LED downlights are powered by the Downlight™ module for exceptional efficiency and color rendering. Designed for new construction applications, the DIAR is available in four color temperatures and five lumen packages, all with 90 CRI. Matching custom engineered reflectors ensure a 45 degree cutoff. The DIAR LED module allows for tool-free replacement and upgrade to LED technology advances, ensuring the lowest total cost of ownership.

Performance Summary

Table with columns: Distribution Patterns, Input Voltage, Dimming Options, Color Consistency, Lifetime Rating, Input Frequency, Power Factor, Mounting Options, Weight, IC Rating, Limited Warranty, Files Available.

Ordering Information

A complete fixture consists of a Housing + Reflector. For standard lead times, order standard reflector options shown in bold.

Table with columns: DI, 4R, 9, V.

Ordering Notes

- 1. All LED downlights are pre-wired with a 120V/277V/300V/400V/500V/600V/700V/800V/900V/1000V/1200V/1500V/2000V/2400V/3000V/3600V/4200V/4800V/5400V/6000V/6600V/7200V/7800V/8400V/9000V/9600V/10200V/10800V/11400V/12000V/12600V/13200V/13800V/14400V/15000V/15600V/16200V/16800V/17400V/18000V/18600V/19200V/19800V/20400V/21000V/21600V/22200V/22800V/23400V/24000V/24600V/25200V/25800V/26400V/27000V/27600V/28200V/28800V/29400V/30000V/30600V/31200V/31800V/32400V/33000V/33600V/34200V/34800V/35400V/36000V/36600V/37200V/37800V/38400V/39000V/39600V/40200V/40800V/41400V/42000V/42600V/43200V/43800V/44400V/45000V/45600V/46200V/46800V/47400V/48000V/48600V/49200V/49800V/50400V/51000V/51600V/52200V/52800V/53400V/54000V/54600V/55200V/55800V/56400V/57000V/57600V/58200V/58800V/59400V/60000V/60600V/61200V/61800V/62400V/63000V/63600V/64200V/64800V/65400V/66000V/66600V/67200V/67800V/68400V/69000V/69600V/70200V/70800V/71400V/72000V/72600V/73200V/73800V/74400V/75000V/75600V/76200V/76800V/77400V/78000V/78600V/79200V/79800V/80400V/81000V/81600V/82200V/82800V/83400V/84000V/84600V/85200V/85800V/86400V/87000V/87600V/88200V/88800V/89400V/90000V/90600V/91200V/91800V/92400V/93000V/93600V/94200V/94800V/95400V/96000V/96600V/97200V/97800V/98400V/99000V/99600V/100200V/100800V/101400V/102000V/102600V/103200V/103800V/104400V/105000V/105600V/106200V/106800V/107400V/108000V/108600V/109200V/109800V/110400V/111000V/111600V/112200V/112800V/113400V/114000V/114600V/115200V/115800V/116400V/117000V/117600V/118200V/118800V/119400V/120000V/120600V/121200V/121800V/122400V/123000V/123600V/124200V/124800V/125400V/126000V/126600V/127200V/127800V/128400V/129000V/129600V/130200V/130800V/131400V/132000V/132600V/133200V/133800V/134400V/135000V/135600V/136200V/136800V/137400V/138000V/138600V/139200V/139800V/140400V/141000V/141600V/142200V/142800V/143400V/144000V/144600V/145200V/145800V/146400V/147000V/147600V/148200V/148800V/149400V/150000V/150600V/151200V/151800V/152400V/153000V/153600V/154200V/154800V/155400V/156000V/156600V/157200V/157800V/158400V/159000V/159600V/160200V/160800V/161400V/162000V/162600V/163200V/163800V/164400V/165000V/165600V/166200V/166800V/167400V/168000V/168600V/169200V/169800V/170400V/171000V/171600V/172200V/172800V/173400V/174000V/174600V/175200V/175800V/176400V/177000V/177600V/178200V/178800V/179400V/180000V/180600V/181200V/181800V/182400V/183000V/183600V/184200V/184800V/185400V/186000V/186600V/187200V/187800V/188400V/189000V/189600V/190200V/190800V/191400V/192000V/192600V/193200V/193800V/194400V/195000V/195600V/196200V/196800V/197400V/198000V/198600V/199200V/199800V/200400V/201000V/201600V/202200V/202800V/203400V/204000V/204600V/205200V/205800V/206400V/207000V/207600V/208200V/208800V/209400V/210000V/210600V/211200V/211800V/212400V/213000V/213600V/214200V/214800V/215400V/216000V/216600V/217200V/217800V/218400V/219000V/219600V/220200V/220800V/221400V/222000V/222600V/223200V/223800V/224400V/225000V/225600V/226200V/226800V/227400V/228000V/228600V/229200V/229800V/230400V/231000V/231600V/232200V/232800V/233400V/234000V/234600V/235200V/235800V/236400V/237000V/237600V/238200V/238800V/239400V/240000V/240600V/241200V/241800V/242400V/243000V/243600V/244200V/244800V/245400V/246000V/246600V/247200V/247800V/248400V/249000V/249600V/250200V/250800V/251400V/252000V/252600V/253200V/253800V/254400V/255000V/255600V/256200V/256800V/257400V/258000V/258600V/259200V/259800V/260400V/261000V/261600V/262200V/262800V/263400V/264000V/264600V/265200V/265800V/266400V/267000V/267600V/268200V/268800V/269400V/270000V/270600V/271200V/271800V/272400V/273000V/273600V/274200V/274800V/275400V/276000V/276600V/277200V/277800V/278400V/279000V/279600V/280200V/280800V/281400V/282000V/282600V/283200V/283800V/284400V/285000V/285600V/286200V/286800V/287400V/288000V/288600V/289200V/289800V/290400V/291000V/291600V/292200V/292800V/293400V/294000V/294600V/295200V/295800V/296400V/297000V/297600V/298200V/298800V/299400V/300000V/300600V/301200V/301800V/302400V/303000V/303600V/304200V/304800V/305400V/306000V/306600V/307200V/307800V/308400V/309000V/309600V/310200V/310800V/311400V/312000V/312600V/313200V/313800V/314400V/315000V/315600V/316200V/316800V/317400V/318000V/318600V/319200V/319800V/320400V/321000V/321600V/322200V/322800V/323400V/324000V/324600V/325200V/325800V/326400V/327000V/327600V/328200V/328800V/329400V/330000V/330600V/331200V/331800V/332400V/333000V/333600V/334200V/334800V/335400V/336000V/336600V/337200V/337800V/338400V/339000V/339600V/340200V/340800V/341400V/342000V/342600V/343200V/343800V/344400V/345000V/345600V/346200V/346800V/347400V/348000V/348600V/349200V/349800V/350400V/351000V/351600V/352200V/352800V/353400V/354000V/354600V/355200V/355800V/356400V/357000V/357600V/358200V/358800V/359400V/360000V/360600V/361200V/361800V/362400V/363000V/363600V/364200V/364800V/365400V/366000V/366600V/367200V/367800V/368400V/369000V/369600V/370200V/370800V/371400V/372000V/372600V/373200V/373800V/374400V/375000V/375600V/376200V/376800V/377400V/378000V/378600V/379200V/379800V/380400V/381000V/381600V/382200V/382800V/383400V/384000V/384600V/385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### E-CSA04 Series

LED Square Canopy Light  
Replaces 100W PSMH



Extremely durable design and an efficacy up to 115 lumens per watt.

- Performance**
- Uses 65% less energy than comparable PSMH fixtures
  - Delivers 25% more light than comparable PSMH fixtures
  - Type VS distribution pattern
- Durable**
- Polyester powder-coat finish provides corrosion protection for long-lasting color
  - UV-stabilized lens designed to last

- Recommended Use**
- Security
  - Perimeter Lighting
- Input Voltage**
- Universal (120V through 277V Operation)

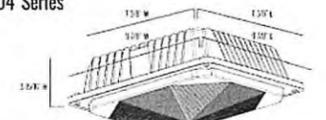
**Certifications**



**e-conolight** Making LED easy.

1501 9th Street, Sharfwood, NJ 07077 | Phone (800) 243-8445 | Fax (202) 504-8420 | www.econolight.com

### E-CSA04 Series



**Series Overview**

DIMENSIONS	PRODUCT WEIGHT	MOUNTING HEIGHT	SPACING
13.5" L x 13.5" W x 3.5" H 3.3" L x 3.3" W (Clear Height)	5.0 lbs.	8 to 6 feet	1 to 2 zones (depending on height)

**Features Specifications**

HOUSING	LENS ASSEMBLY	MOUNTING
Low copper die-cast aluminum housing Dark bronze or white polyester powder-coat finish	UV-stabilized acrylic prismatic reflector with self-retaining screws	3/4" universal entry top for pendant mounting 1/2" universal entry on two sides

**Electrical Performance**

OPERATING VOLTAGE	LIFESPAN (ESTIMATED)	POWER FACTOR	TOTAL HARMONIC DISTORTION	DIMMABLE
40°C (104°F)	Estimated 100,000 Hours	>0.93	<20%	Yes

**Warranty & Certifications**

WARRANTY	UL LISTED	DLC	ENERGY STAR
5 Year Limited *Not available for use with direct exposure to high pressure water.	Yes, Standard	Yes, Standard	Yes

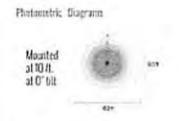
**Output Specifications**

SKU	LIGHT OUTPUT	COLOR TEMP. (Correlated)	POWER CONSUMPTION	COLOR ACCURACY	REPLACES
ECSA04A W50Z (Dark Bronze)	4500 Lumens	Cool White (5000K)	44W	>70 CRI	100W PSMH
ECSA04A W40Z (Dark Bronze)	4000 Lumens	Neutral White (4000K)	44W	>70 CRI	100W PSMH
ECSA04A W50W (White)	4500 Lumens	Cool White (5000K)	44W	>70 CRI	100W PSMH
ECSA04A W40W (White)	4000 Lumens	Neutral White (4000K)	44W	>70 CRI	100W PSMH

See front panel for important information with respect to light output.  
Source: IES LM-79-07

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### E-CSA04 Series



**Correlated Color Temperature (CCT)**

5000 K (Cool White)

4000 K (Neutral White)

3000 K (Warm White)

**REVISIONS**

REV	DATE	COMMENT	BY

811 Know what's below. Call before you dig.

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**CLIENT**

**CHASE**

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**Lumiere**

Category # \_\_\_\_\_ Type \_\_\_\_\_

Project # \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_

Prepared by \_\_\_\_\_

**DESCRIPTION**

Lumiere 3004-W1 (Up or Down) and 3004-W2 (Up and Down) are 4.5" D.D. line voltage cylinder fixtures with dimmable LED. The luminaire comes in various mounting, surface mount with integral driver in the housing, remote driver mount with round and square wall plates and square wall integral driver, all of which can be mounted over standard 4 inch x 4 inch box. The luminaire also comes with various beam optics and premium color tuning options. It also comes with top cover lens, bottom and color or dichroic films, which can combine up to two or more to create multiple lighting effects. The fixture may be used indoors or outdoors and carries IP66 rating.

**SPECIFICATION FEATURES**

**Material:** Housing, trim and mounting stem are precision-machined from aluminum resistant to the harsh ESD-75 aluminum.

**Finish:** Features constructed from ESD-75 aluminum are double protected by an ESD-75 compatible dielectric film and anodizing and powder coated top paint finish, enhancing the superior durability of the outdoor environment. A variety of standard colors are available.

**Head:** Head is constructed from ESD-75 aluminum and is protected by a clear polycarbonate lens. The head is designed to be installed in a standard 4 inch x 4 inch box. The head is designed to be installed in a standard 4 inch x 4 inch box. The head is designed to be installed in a standard 4 inch x 4 inch box.

**Head:** Head is constructed from ESD-75 aluminum and is protected by a clear polycarbonate lens. The head is designed to be installed in a standard 4 inch x 4 inch box. The head is designed to be installed in a standard 4 inch x 4 inch box. The head is designed to be installed in a standard 4 inch x 4 inch box.

**Head:** Head is constructed from ESD-75 aluminum and is protected by a clear polycarbonate lens. The head is designed to be installed in a standard 4 inch x 4 inch box. The head is designed to be installed in a standard 4 inch x 4 inch box. The head is designed to be installed in a standard 4 inch x 4 inch box.

**PHOTOMETRICS**

LED 3004-W1 (Up or Down) and 3004-W2 (Up and Down) are 4.5" D.D. line voltage cylinder fixtures with dimmable LED. The luminaire comes in various mounting, surface mount with integral driver in the housing, remote driver mount with round and square wall plates and square wall integral driver, all of which can be mounted over standard 4 inch x 4 inch box. The luminaire also comes with various beam optics and premium color tuning options. It also comes with top cover lens, bottom and color or dichroic films, which can combine up to two or more to create multiple lighting effects. The fixture may be used indoors or outdoors and carries IP66 rating.

**PHOTOMETRICS (PREMIUM COLOR TUNING)**

LED 3004-W1 (Up or Down) and 3004-W2 (Up and Down) are 4.5" D.D. line voltage cylinder fixtures with dimmable LED. The luminaire comes in various mounting, surface mount with integral driver in the housing, remote driver mount with round and square wall plates and square wall integral driver, all of which can be mounted over standard 4 inch x 4 inch box. The luminaire also comes with various beam optics and premium color tuning options. It also comes with top cover lens, bottom and color or dichroic films, which can combine up to two or more to create multiple lighting effects. The fixture may be used indoors or outdoors and carries IP66 rating.

**PHOTOMETRICS**

LED 3004-W1 (Up or Down) and 3004-W2 (Up and Down) are 4.5" D.D. line voltage cylinder fixtures with dimmable LED. The luminaire comes in various mounting, surface mount with integral driver in the housing, remote driver mount with round and square wall plates and square wall integral driver, all of which can be mounted over standard 4 inch x 4 inch box. The luminaire also comes with various beam optics and premium color tuning options. It also comes with top cover lens, bottom and color or dichroic films, which can combine up to two or more to create multiple lighting effects. The fixture may be used indoors or outdoors and carries IP66 rating.

**PHOTOMETRICS (PREMIUM COLOR TUNING)**

LED 3004-W1 (Up or Down) and 3004-W2 (Up and Down) are 4.5" D.D. line voltage cylinder fixtures with dimmable LED. The luminaire comes in various mounting, surface mount with integral driver in the housing, remote driver mount with round and square wall plates and square wall integral driver, all of which can be mounted over standard 4 inch x 4 inch box. The luminaire also comes with various beam optics and premium color tuning options. It also comes with top cover lens, bottom and color or dichroic films, which can combine up to two or more to create multiple lighting effects. The fixture may be used indoors or outdoors and carries IP66 rating.

**LUMEN TABLE**

Beam Angle	3004-W1 (Up or Down)	3004-W2 (Up and Down)
10°	1000	1000
15°	1500	1500
20°	2000	2000
25°	2500	2500
30°	3000	3000
35°	3500	3500
40°	4000	4000
45°	4500	4500
50°	5000	5000
55°	5500	5500
60°	6000	6000
65°	6500	6500
70°	7000	7000
75°	7500	7500
80°	8000	8000
85°	8500	8500
90°	9000	9000

**Lanterra 9004**

LED INTERIOR / EXTERIOR CYLINDER FLOOR LIGHT CERTIFICATION DATA

Wet Location Listed - IP66

LM79/LM80 Compliant

ROHS Compliant

**ORDERING INFORMATION**

SKU	Part #	Color	Beam Angle	Power Factor	Dimmable	Notes
LED3004	9004-W1	White	10°	>0.93	Yes	Standard
LED3004	9004-W2	White	15°	>0.93	Yes	Standard
LED3004	9004-W3	White	20°	>0.93	Yes	Standard
LED3004	9004-W4	White	25°	>0.93	Yes	Standard
LED3004	9004-W5	White	30°	>0.93	Yes	Standard
LED3004	9004-W6	White	35°	>0.93	Yes	Standard
LED3004	9004-W7	White	40°	>0.93	Yes	Standard
LED3004	9004-W8	White	45°	>0.93	Yes	Standard
LED3004	9004-W9	White	50°	>0.93	Yes	Standard
LED3004	9004-W10	White	55°	>0.93	Yes	Standard
LED3004	9004-W11	White	60°	>0.93	Yes	Standard
LED3004	9004-W12	White	65°	>0.93	Yes	Standard
LED3004	9004-W13	White	70°	>0.93	Yes	Standard
LED3004	9004-W14	White	75°	>0.93	Yes	Standard
LED3004	9004-W15	White	80°	>0.93	Yes	Standard
LED3004	9004-W16	White	85°	>0.93	Yes	Standard
LED3004	9004-W17	White	90°	>0.93	Yes	Standard

**Lumiere**

LED 3004-W1 (Up or Down) and 3004-W2 (Up and Down) are 4.5" D.D. line voltage cylinder fixtures with dimmable LED. The luminaire comes in various mounting, surface mount with integral driver in the housing, remote driver mount with round and square wall plates and square wall integral driver, all of which can be mounted over standard 4 inch x 4 inch box. The luminaire also comes with various beam optics and premium color tuning options. It also comes with top cover lens, bottom and color or dichroic films, which can combine up to two or more to create multiple lighting effects. The fixture may be used indoors or outdoors and carries IP66 rating.

**PHOTOMETRICS**

LED 3004-W1 (Up or Down) and 3004-W2 (Up and Down) are 4.5" D.D. line voltage cylinder fixtures with dimmable LED. The luminaire comes in various mounting, surface mount with integral driver in the housing, remote driver mount with round and square wall plates and square wall integral driver, all of which can be mounted over standard 4 inch x 4 inch box. The luminaire also comes with various beam optics and premium color tuning options. It also comes with top cover lens, bottom and color or dichroic films, which can combine up to two or more to create multiple lighting effects. The fixture may be used indoors or outdoors and carries IP66 rating.

**PHOTOMETRICS (PREMIUM COLOR TUNING)**

LED 3004-W1 (Up or Down) and 3004-W2 (Up and Down) are 4.5" D.D. line voltage cylinder fixtures with dimmable LED. The luminaire comes in various mounting, surface mount with integral driver in the housing, remote driver mount with round and square wall plates and square wall integral driver, all of which can be mounted over standard 4 inch x 4 inch box. The luminaire also comes with various beam optics and premium color tuning options. It also comes with top cover lens, bottom and color or dichroic films, which can combine up to two or more to create multiple lighting effects. The fixture may be used indoors or outdoors and carries IP66 rating.

**Lumiere**

LED 3004-W1 (Up or Down) and 3004-W2 (Up and Down) are 4.5" D.D. line voltage cylinder fixtures with dimmable LED. The luminaire comes in various mounting, surface mount with integral driver in the housing, remote driver mount with round and square wall plates and square wall integral driver, all of which can be mounted over standard 4 inch x 4 inch box. The luminaire also comes with various beam optics and premium color tuning options. It also comes with top cover lens, bottom and color or dichroic films, which can combine up to two or more to create multiple lighting effects. The fixture may be used indoors or outdoors and carries IP66 rating.

**PHOTOMETRICS**

LED 3004-W1 (Up or Down) and 3004-W2 (Up and Down) are 4.5" D.D. line voltage cylinder fixtures with dimmable LED. The luminaire comes in various mounting, surface mount with integral driver in the housing, remote driver mount with round and square wall plates and square wall integral driver, all of which can be mounted over standard 4 inch x 4 inch box. The luminaire also comes with various beam optics and premium color tuning options. It also comes with top cover lens, bottom and color or dichroic films, which can combine up to two or more to create multiple lighting effects. The fixture may be used indoors or outdoors and carries IP66 rating.

**PHOTOMETRICS (PREMIUM COLOR TUNING)**

LED 3004-W1 (Up or Down) and 3004-W2 (Up and Down) are 4.5" D.D. line voltage cylinder fixtures with dimmable LED. The luminaire comes in various mounting, surface mount with integral driver in the housing, remote driver mount with round and square wall plates and square wall integral driver, all of which can be mounted over standard 4 inch x 4 inch box. The luminaire also comes with various beam optics and premium color tuning options. It also comes with top cover lens, bottom and color or dichroic films, which can combine up to two or more to create multiple lighting effects. The fixture may be used indoors or outdoors and carries IP66 rating.

**LUMEN MAINTENANCE**

Beam Angle	3004-W1 (Up or Down)	3004-W2 (Up and Down)
10°	1000	1000
15°	1500	1500
20°	2000	2000
25°	2500	2500
30°	3000	3000
35°	3500	3500
40°	4000	4000
45°	4500	4500
50°	5000	5000
55°	5500	5500
60°	6000	6000
65°	6500	6500
70°	7000	7000
75°	7500	7500
80°	8000	8000
85°	8500	8500
90°	9000	9000

**CORE STATES GROUP**

6500 CHIPPEWA STREET SUITE 200  
ST. LOUIS, MO 63108  
CF@CORESTATES.COM

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**CLIENT**

**CHASE**

811 Know what's below. Call before you dig.

**REVISIONS**

REV	DATE	COMMENT	BY

**DOCUMENT CIVIL CONSTRUCTION PLANS FOR CHASE BANK**

**SITE LOCATION**  
2895 N HIGHWAY 67  
FLORISSANT, MO  
63033

**ENGINEER SEAL**

STATE OF MISSOURI  
CHAD D. FAIRBANKS  
E-2001018723

**SHEET TITLE**  
PHOTOMETRIC DETAILS

**JOB #**: JPM-28915  
**DATE**: 07/20/2020  
**SCALE**: AS NOTED  
**DRAWN BY**: RJD  
**CHECKED BY**: CDF

**C16**

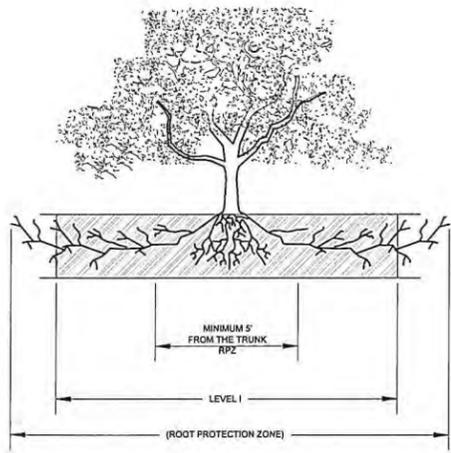




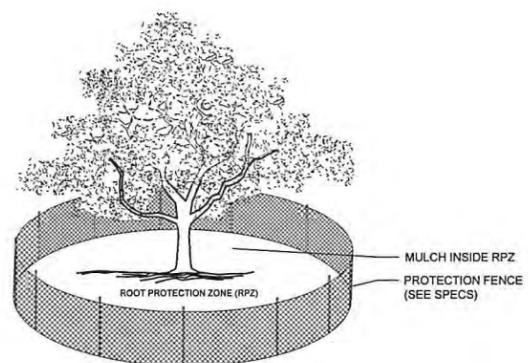


**TREE PROTECTION SPECIFICATIONS**

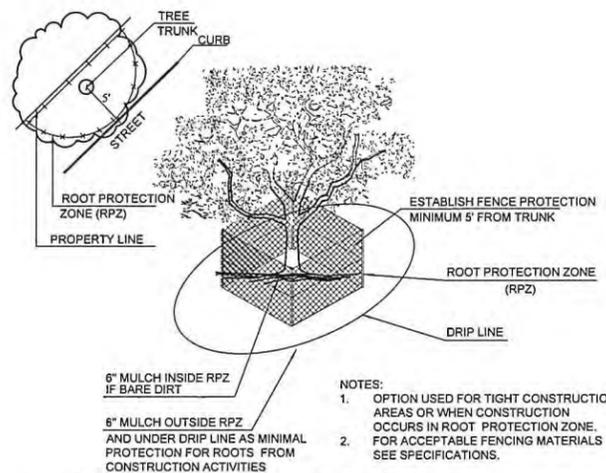
- MATERIALS**
- FABRIC: 4 FOOT HIGH ORANGE PLASTIC FENCING AS SHOWN ON THE PLANS AND SHALL BE WOVEN WITH 2 INCH MESH OPENINGS SUCH THAT IN A VERTICAL DIMENSION OF 23 INCHES ALONG THE DIAGONALS OF THE OPENINGS THERE SHALL BE AT LEAST 7 MESHES.
  - POSTS: POSTS SHALL BE A MINIMUM OF 72 INCHES LONG AND STEEL "T" SHAPED WITH A MINIMUM WEIGHT OF 1.3 POUNDS PER LINEAR FOOT.
  - THE WIRE FOR ATTACHING THE FABRIC TO THE T-POSTS SHALL BE NOT LESS THAN NO. 12 GAUGE GALVANIZED WIRE.
  - USED MATERIALS: PREVIOUSLY-USED MATERIALS, MEETING THE ABOVE REQUIREMENTS AND WHEN APPROVED BY THE OWNER, MAY BE USED.
- CONSTRUCTION METHODS**
- ALL TREES AND SHRUBS SHOWN TO REMAIN WITHIN THE PROXIMITY OF THE CONSTRUCTION SITE SHALL BE PROTECTED PRIOR TO BEGINNING ANY DEVELOPMENT ACTIVITY.
  - EMPLOY THE SERVICES OF AN ISA (INTERNATIONAL SOCIETY OF ARBORICULTURE) CERTIFIED ARBORIST AND OBTAIN ALL REQUIRED PERMITS TO PRUNE THE EXISTING TREES FOR CLEANING, RAISING AND THINNING, AS MAY BE REQUIRED.
  - PROTECTIVE FENCING SHALL BE ERECTED OUTSIDE THE CRITICAL ROOT ZONE (CRZ, EQUAL TO 1' FROM THE TRUNK FOR EVERY 1" OF DBH) AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE LANDSCAPE CONSULTANT AND/OR CITY ARBORIST, AND IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS. FENCING SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING SITE CONSTRUCTION. TREES IN CLOSE PROXIMITY SHALL BE FENCED TOGETHER, RATHER THAN INDIVIDUALLY.
  - PROTECTIVE FENCE LOCATIONS IN CLOSE PROXIMITY TO STREET INTERSECTIONS OR DRIVES SHALL ADHERE TO THE APPLICABLE JURISDICTION'S SIGHT DISTANCE CRITERIA.
  - THE PROTECTIVE FENCING SHALL BE ERECTED BEFORE SITE WORK COMMENCES AND SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PHASE.
  - THE INSTALLATION POSTS SHALL BE PLACED EVERY 8 FEET ON CENTER AND EMBEDDED TO 18 INCHES DEEP. MESH FABRIC SHALL BE ATTACHED TO THE INSTALLATION POSTS BY THE USE OF SUFFICIENT WIRE TIES TO SECURELY FASTEN THE FABRIC TO THE T-POSTS TO HOLD THE FABRIC IN A STABLE AND UPRIGHT POSITION.
  - WITHIN THE CRZ:
    - DO NOT CLEAR, FILL OR GRADE IN THE CRZ OF ANY TREE.
    - DO NOT STORE, STOCKPILE OR DUMP ANY JOB MATERIAL, SOIL OR RUBBISH UNDER THE SPREAD OF THE TREE BRANCHES.
    - DO NOT PARK OR STORE ANY EQUIPMENT OR SUPPLIES UNDER THE TREE CANOPY.
    - DO NOT SET UP ANY CONSTRUCTION OPERATIONS UNDER THE TREE CANOPY (SUCH AS PIPE CUTTING AND TREADING, MORTAR MIXING, PAINTING OR LUMBER CUTTING).
    - DO NOT NAIL OR ATTACH TEMPORARY SIGNS, METERS, SWITCHES, WIRES, BRACING OR ANY OTHER ITEM TO THE TREES.
    - DO NOT PERMIT RUNOFF FROM WASTE MATERIALS, INCLUDING SOLVENTS, CONCRETE WASHOUTS, ASPHALT TACK COATS (MC-30 OIL), ETC. TO ENTER THE CRZ. BARRIERS ARE TO BE PROVIDED TO PREVENT SUCH RUNOFF SUBSTANCES FROM ENTERING THE CRZ WHENEVER POSSIBLE, INCLUDING IN AN AREA WHERE RAIN OR SURFACE WATER COULD CARRY SUCH MATERIALS TO THE ROOT SYSTEM OF THE TREE.
  - ROUTE UNDERGROUND UTILITIES TO AVOID THE CRZ. IF DIGGING IS UNAVOIDABLE, BORE UNDER THE ROOTS, OR HAND DIG TO AVOID SEVERING THEM.
  - WHERE EXCAVATION IN THE VICINITY OF TREES MUST OCCUR, SUCH AS FOR IRRIGATION INSTALLATION, PROCEED WITH CAUTION, AND USING HAND TOOLS ONLY.
  - THE CONTRACTOR SHALL NOT CUT ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATION OCCURS NEAR EXISTING TREES. ALL ROOTS LARGER THAN ONE INCH IN DIAMETER ARE TO BE CUT CLEANLY. FOR OAKS ONLY, ALL WOUNDS SHALL BE PAINTED WITH WOUND SEALER WITHIN 30 MINUTES.
  - REMOVE ALL TREES, SHRUBS OR BUSHES TO BE CLEARED FROM PROTECTED ROOT ZONE AREAS BY HAND.
  - TREES DAMAGED OR KILLED DUE TO CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE AND TO THE PROJECT OWNER'S AND LOCAL JURISDICTION'S SATISFACTION.
  - ANY TREE REMOVAL SHALL BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO ITS REMOVAL, AND THE CONTRACTOR SHALL HAVE ALL REQUIRED PERMITS FOR SUCH ACTIVITIES.
  - COVER EXPOSED ROOTS AT THE END OF EACH DAY WITH SOIL, MULCH OR WET BURLAP.
  - IN CRITICAL ROOT ZONE AREAS THAT CANNOT BE PROTECTED DURING CONSTRUCTION AND WHERE HEAVY TRAFFIC IS ANTICIPATED, COVER THE SOIL WITH EIGHT INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION. THIS EIGHT INCH DEPTH OF MULCH SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
  - WATER ALL TREES IMPACTED BY CONSTRUCTION ACTIVITIES, DEEPLY ONCE A WEEK DURING PERIODS OF HOT DRY WEATHER. SPRAY TREE CROWNS WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
  - WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, USE A PLASTIC VAPOR BARRIER BEHIND THE CONCRETE TO PROHIBIT LEACHING OF LIME INTO THE SOIL.
  - CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL TREE PROTECTION FENCING WHEN ALL THREATS TO THE EXISTING TREES FROM CONSTRUCTION-RELATED ACTIVITIES HAVE BEEN REMOVED.



**A TREE PROTECTION FENCE - ELEVATION**  
SCALE: NOT TO SCALE



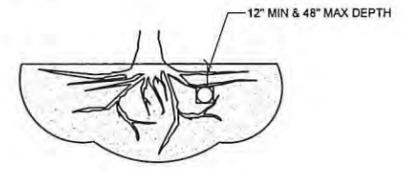
**B TREE PROTECTION FENCE**  
SCALE: NOT TO SCALE



**C TREE PROTECTION FENCE - LEVEL 2**  
SCALE: NOT TO SCALE

TREES THAT ARE MARKED TO BE PRESERVED ON A SITE PLAN AND FOR WHICH UTILITIES MUST PASS THROUGH THEIR ROOT PROTECTION ZONES MAY REQUIRE TUNNELING AS OPPOSED TO OPEN TRENCHES. THE DECISION TO TUNNEL WILL BE DETERMINED ON A CASE BY CASE BASIS BY THE ENGINEER.

TUNNELS SHALL BE DUG THROUGH THE ROOT PROTECTION ZONE IN ORDER TO MINIMIZE ROOT DAMAGE.



**D BORING THROUGH ROOT PROTECTION ZONE**  
SCALE: NOT TO SCALE

- NOTES:**
- THE FENCING LOCATION SHOWN ABOVE IS DIAGRAMATIC ONLY AND WILL CONFORM TO THE DRIP LINE AND BE LIMITED TO PROJECT BOUNDARY. WHERE MULTIPLE ADJACENT TREES WILL BE ENCLOSED BY FENCING, THE FENCING SHALL BE CONTINUOUS AROUND ALL TREES. FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

TUNNEL TO MINIMIZE ROOT DAMAGE (TOP) AS OPPOSED TO SURFACE-DUG TRENCHES IN ROOT PROTECTION ZONE WHEN THE 5' MINIMUM DISTANCE FROM TRUNK CAN NOT BE ACHIEVED.



OPEN TRENCHING MAY BE USED IF EXPOSED TREE ROOTS DO NOT EXCEED 3" OR ROOTS CAN BE BENT BACK.

**CORE STATES**  
DESIGN GROUP  
6000 CHIPPEWA STREET SUITE 200  
ST. LOUIS, MO 63109  
PH: (314) 863-4326  
CFARBANK@CORESTATES.COM

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CLIENT  
**CHASE**

**811**  
Know what's below. Call before you dig.  
The contractor is responsible for determining the location and depth of existing utilities as shown on the plans and based on utility records. Records of the utility companies are not always accurate and the contractor shall verify the location and depth of all utilities before construction. The contractor shall contact the appropriate utility companies at least 72 hours before and according to required local regulations or codes.

**REVISIONS**

REV	DATE	COMMENT	BY

DOCUMENT CIVIL  
**CONSTRUCTION PLANS FOR CHASE BANK**

SITE LOCATION  
2895 N HIGHWAY 67  
FLORISSANT, MO  
63033

ENGINEER SEAL  
JAMES W. CHIRCO  
ARCHITECT  
LICENSE 158133  
DATE: 7/16/2020

SHEET TITLE  
**TREE PRESERVATION DETAILS AND NOTES**

JOB #:	JPM-28815
DATE:	07/20/2020
SCALE:	
DRAWN BY:	JWG
CHECKED BY:	RM

SHEET NO.  
**TP-2**

**EVERGREEN**  
DESIGN GROUP  
(800) 680-6630  
15305 Dallas Pkwy., Ste 300  
Addicks, TX 75001  
www.EvergreenDesignGroup.com

1 INTRODUCED BY COUNCILMAN SIAM  
2 OCTOBER 12, 2020

3  
4 BILL NO. 9627 ORDINANCE NO.

5  
6 **REQUEST TO APPROVE A FINAL SUBDIVISION PLAT OF THE**  
7 **FLOWER VALLEY SHOPPING CENTER PLAT LOCATED AT 3159**  
8 **N HIGHWAY 67.**  
9

10 **WHEREAS**, Chapter 410 of the Florissant City Code, known as the Subdivision  
11 Ordinance, authorizes the subdivision of properties with in the City; and

12 **WHEREAS**, an application has been filed by Stock & Associates requesting approval  
13 of Final Subdivision Plat for 3159 N. Highway 67; and

14 **WHEREAS**, the Planning and Zoning Commission of the City of Florissant, at their  
15 meeting of September 17, 2020 has recommended that said Final Subdivision Plat be approved;  
16 and

17 **WHEREAS**, due notice of public hearing no. 20-10-029 on said application to be held  
18 on the October 12, 2020 at 7:30 pm by the Council of the City of Florissant was duly published,  
19 held and concluded; and

20 **WHEREAS**, the Council, following said public hearing, and after due and careful  
21 consideration, has concluded that the approval of the Final Subdivision Plat would be in the best  
22 interest of the City of Florissant.

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

26 Section 1: The Final Subdivision Plat for 3159 N Highway 67, City of Florissant, St.  
27 Louis County, Missouri a copy of which is attached hereto and made a part hereof as if fully set  
28 out herein, is hereby approved.

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

31 Adopted this \_\_\_\_ day of \_\_\_\_\_, 2020.

32  
33 \_\_\_\_\_  
34 Keith Schildroth  
35 President of the City Council

36 Approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

37  
38 \_\_\_\_\_  
39 Timothy J. Lowery  
40 Mayor

41 ATTEST:

42 \_\_\_\_\_  
43 Karen Goodwin, MPPA/MMC/MRCC  
44 City Clerk

1 INTRODUCED BY COUNCILMAN SIAM  
2 OCTOBER 12, 2020

3  
4 BILL NO. 9628

ORDINANCE NO.

5  
6 **ORDINANCE TO AUTHORIZE A SPECIAL USE PERMIT TO ALLOW**  
7 **FOR AN EVENT CENTER ESTABLISHMENT IN A B-3 EXTENSIVE**  
8 **COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED AT 3421**  
9 **N. HWY 67.**

10  
11 WHEREAS, the Florissant Zoning Ordinance authorizes the City Council of the City of  
12 Florissant, by Special Permit, after public hearing thereon, to permit the location and operation  
13 of event centers in the City of Florissant; and

14 WHEREAS, an application has been filed by Event Visions by Selena LLC for the  
15 operation of an event center located at 3421 N. Hwy 67; and

16 WHEREAS, the Planning and Zoning Commission at their meeting September 21, 2020,  
17 recommended that a Special Permit be granted; and

18 WHEREAS, due notice of public hearing no. 20-10-030 on said application to be held on  
19 the 12<sup>th</sup> of October, 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 an event center would be  
23 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: A Special Use Permit is hereby granted to Event Visions By Selena, LLC for  
29 an event center located at 3421 N. Highway 67 as shown in the plans attached hereto.

30  
31 Section 2: This ordinance shall become in force and effect immediately upon its passage  
32 and approval.

33 Adopted this \_\_\_\_ day of \_\_\_\_\_, 2020.

34 \_\_\_\_\_  
35 Keith Schildroth  
36 President of the Council

37 Approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

38 \_\_\_\_\_  
39 Timothy J. Lowery  
40 Mayor, City of Florissant

41  
42 ATTEST:

43  
44 \_\_\_\_\_  
45 Karen Goodwin, MPPA/MMC/MRCC  
46 City Clerk

1 INTRODUCED BY COUNCILMAN SCHILDROTH  
2 OCTOBER 12, 2020

3  
4 BILL NO. 9629 ORDINANCE NO.

5  
6 **ORDINANCE AUTHORIZING A TRANSFER OF \$18,000 FROM**  
7 **ACCOUNT NO. 08-5-08-61000 “CAPITAL ADDITIONS” TO ACCOUNT**  
8 **NO. 08-5-08-33020 “ICE/SNOW REMOVAL” TO ALLOW FOR ICE AND**  
9 **SNOW REMOVAL EXPENDITURES.**

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

13  
14  
15 Section 1: There is hereby authorized a transfer of \$18,000 from account no. 08-5-08-61000  
16 “Capital Additions” to account no. 08-5-08-33020 “Ice/Snow Removal” to allow for Ice and Snow  
17 removal expenditures.

18  
19 Section 2: This ordinance shall become in force and effect immediately upon its passage and  
20 approval.

21  
22 Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

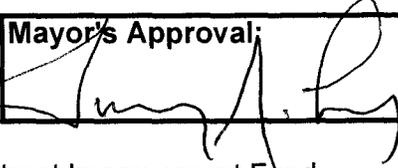
23  
24  
25 \_\_\_\_\_  
26 Keith Schildroth, Council President

27 Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

28  
29 \_\_\_\_\_  
30 Timothy J. Lowery, Mayor

31 ATTEST:  
32 \_\_\_\_\_  
33 Karen Goodwin, MPPA/MMC/MRCC,  
34 City Clerk

## FLORISSANT CITY COUNCIL AGENDA REQUEST FORM

3/9/2020	<b>Mayor's Approval:</b>			
Agenda Date Requested:	10/12/2020			
Description of request:	Transfer of funds within Street Improvement Fund			
Transfer of Funds from	Transfer \$18,000.00 From 08-5-08-61000 to 08-5-08-33020			
(See Attached Memo)				
Department: Public Works				
Recommending Board or Commission: N/A				
<b>Type of request:</b>	<b>Ordinances</b>		<b>X</b>	<b>Other</b>
	Appropriation			Liquor License
	Transfer			Hotel License
	Zoning Amendment			Special Presentations
	Amendment			Resolution
	Special Use Transfer			Proclamation
	Special Use			Subdivision
	Budget Amendment		X	
		Y/N	Y/N	
Public Hearing needed:	Yes / No	N	3 readings?: Yes / No	
<b>Back up materials attached:</b>		<b>Back up materials needed:</b>		
Minutes		Minutes		
Maps		Maps		
Memo	X	Memo		
Draft Ord.		Draft Ord.		
<p><b>Note:</b> 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.</p>		<p>For City Clerk Use Only:</p> <p>Introduced by: _____</p> <p>PH Speaker: _____</p>		



Memo To: City Council

Date: September 30, 2020

Thru: Mayor Timothy J. Lowery

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

Copy: Kimberlee Johnson

Subject: **Budget Transfer for Salt Purchases**

Due to higher than forecasted expenditures the Ice and Snow removal account needs more money to cover additional purchases.

**Therefore, I respectfully request that \$18,000 be transferred from Street Improvement Fund Account 08-5-08-61000 – Capital Additions to be transferred to Account 08-5-08-33020 – Ice/Snow Removal.**

Thank you in advance.

Respectfully submitted,

  
\_\_\_\_\_  
Todd M. Hughes, P.E.

1 INTRODUCED BY COUNCILMAN MULCAHY  
2 OCTOBER 12, 2020

3  
4 BILL NO. 9630

ORDINANCE NO.

5  
6 **AN ORDINANCE AMENDING TITLE III “TRAFFIC CODE” OF THE**  
7 **FLORISSANT CITY CODE, SCHEDULE III “STOP INTERSECTIONS”**  
8 **TABLE III-D “FOUR-WAY STOPS” BY ADDING THERETO**  
9 **JEFFERSON STREET AT ST. ANTOINE STREET.**

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 “Traffic Code” of the Florissant City Code, Section III “Stop  
15 Intersections”, Table III-B “Two-way stops” is hereby amended by deleting:

16  
17 **St. Antoine Street, Jefferson Street.**

18  
19 Section 2: Title III “Traffic Code” of the Florissant City Code, Section III “Stop  
20 Intersections”, Table III-D “Four-way stops” is hereby amended by adding the following:

21  
22 **St. Antoine Street, Jefferson Street**

23  
24  
25 Section 3: This ordinance shall become in force and effect immediately upon its  
26 passage and approval.

27  
28 Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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32 \_\_\_\_\_  
33 Keith Schildroth  
34 President of the Council  
35 City of Florissant

36  
37 Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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41 \_\_\_\_\_  
42 Timothy J. Lowery  
43 Mayor, City of Florissant

44 ATTEST:

45  
46 \_\_\_\_\_  
47 Karen Goodwin, MPPA/MMC/MRCC  
48 City Clerk

From: Ward 6  
Sent: Wednesday, October 07, 2020 10:23 PM  
To: Karen Goodwin  
Subject: Request for Ordinance - 4 way Stop

Karen,

Please prepare an ordinance for introduction at the next Council meeting on Monday October 12, 2020 to place a 4-way stop at the intersection of N. Jefferson and St. Antoine. There is currently a 2-way stop with the stop signs on St. Antoine, and the proposed ordinance would add stop signs on N. Jefferson.

The Traffic Commission reviewed this request at their August 11th meeting and suggested an alternative solution of putting up eight no parking signs with two on each corner 30 feet from the intersection stating no parking from here to the corner, instead of the stop signs requested. As I stated at the Council meeting on September 14th I respect the traffic commission and appreciate their willingness to try and find an alternative solution for this intersection. However, I have spoken with several of the residents in this area as well as Chief Fagan and I do not believe that this is the right solution for this intersection.

Section 355.010 of the City Ordinances states you cannot park within 30 feet of a stop sign. With the addition of the stop signs on N. Jefferson this should help improve the visibility problem that the traffic commission agreed was an issue and planned to address with the no parking signs. Adding two signs instead of the eight recommended is also more aesthetically pleasing for the neighborhood in my opinion and more importantly the stop signs should also help control traffic better for this busy intersection. This particular area has a lot of pedestrians and young families as well as heavy vehicular traffic from Lindbergh Boulevard and a popular restaurant nearby.

It is my belief that a 4-way stop would help improve the safety of this well traveled intersection for drivers, pedestrians, and the residents who live nearby.

Thank you,

Patrick Mulcahy  
Councilman, Ward 6

1 INTRODUCED BY COUNCILMAN MANGANELLI  
2 OCTOBER 12, 2020

3  
4 BILL NO. 9631

ORDINANCE NO.

5  
6 **ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE**  
7 **PERMIT NO. 6678 FROM KIDS ENTERPRISES D/B/A ST. LOUIS**  
8 **PIZZA & WINGS TO JIVE TURKEY EATS FOR THE OPERATION OF**  
9 **A CARRY-OUT/DELIVERY RESTAURANT LOCATED 739 A NORTH**  
10 **HIGHWAY 67.**

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

15 WHEREAS, Kids Enterprises d/b/a St. Louis Pizza & Wings was granted Special Use  
16 Permit no. 6678 in for the location of a carry-out/delivery business located at 739 A. N. Hwy 67,  
17 and

18 WHEREAS, an application has been submitted by Jive Turkey Eats, LLC to transfer the  
19 Special Use Permit authorized by Ordinance No. 6678 to its name; and

20 WHEREAS, the City Council of the City of Florissant determined at its meeting on  
21 October 12, 2020 that the business would be operated in substantially identical fashion as set out  
22 herein; and

23 WHEREAS, Jive Turkey Eats, LLC has accepted the terms and conditions set out in  
24 Ordinance No. 6678.

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

28  
29  
30 Section 1: The Special Use Permit authorized by Ordinance No. 6678, is hereby  
31 transferred from Kids Enterprises d/b/a St. Louis Pizza & Wings to Jive Turkey Eats, LLC for  
32 the operation of a carry-out/delivery restaurant located 739 A North Highway 67.

33 Section 2: The terms and conditions of said Special Permit authorized by Ordinance No.  
34 6678 shall remain in full force and effect.

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

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

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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

# FLORISSANT PLAZA SHOPPING CENTER

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NAME OF TENANT: Jive Turkey Eats LLC, a Missouri limited liability company, D/B/A  
Jive Turkey

# COMMERCIAL LEASE

THIS LEASE, hereinafter called this Lease, made and entered into this 23<sup>rd</sup> day of September, 2020 by and between **EP3 BP Associates, LLC**, having an address c/o BIANCO PROPERTIES, 680 Craig Road, Suite 240, St. Louis, Missouri 63141, hereinafter called the "Landlord", and **Jive Turkey Eats LLC**, a Missouri limited liability company, D/B/A **Jive Turkey** hereinafter called the "Tenant".

## WITNESSETH THAT:

Landlord, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Tenant, demises and leases to the Tenant, and the Tenant does hereby take, accept and rent from the Landlord, the premises hereinafter described for the period, at the rental, and upon the terms and conditions hereinafter set forth:

### 1. LEASED PREMISES

1.0 The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, the premises located as crosshatched on the site plan which is attached hereto, labeled Exhibit A and hereby made a part of this Lease, numbered as of the date of this Lease as: **739-A North Highway 67, Florissant, MO 63031** and hereinafter known as the "Leased Premises". For purposes of this Lease, the leasable square footage of the Leased Premises shall be deemed to be **one thousand three hundred fifty (1,350)** square feet.

### 2. TERM

2.0 The term of this Lease shall commence on **the date the Landlord delivers the Leased Premises to Tenant ("Commencement Date")** and end on **September 30, 2025**.

~~2.1 Unless either party shall give notice (hereinafter referred to as the "Cancellation Notification") not less than ninety (90) days prior to (i) the expiration date of this Lease or (ii) the expiration of any prior extensions of this Lease, then this Lease shall automatically extend for an additional term of one (1) year (hereinafter referred to as "Extension"). It is agreed between the parties that the Cancellation Notification is an essential part of this agreement, and that there shall be no grace period allowed in the giving of the Cancellation Notification. Each such Extension shall be on the same terms and conditions as herein set forth except (i) there shall be no tenant improvements, cash allowances, lease assumptions, or rent abatements provided by Landlord or other Landlord concessions with respect to any such Extension and (ii) there shall be no commissions paid by Landlord to any agent of Tenant with respect to any such Extension.~~

### 3. SECURITY DEPOSIT

3.0 Tenant, contemporaneously with the execution of this Lease, has on deposit with Landlord, the sum of: **Four Thousand Seven Hundred and No/100 Dollars (\$4,700.00)** receipt of which is hereby acknowledged by Landlord. Said deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease by said Tenant to be kept and performed during the term hereof. If, at any time during the term of this Lease, any of the rent herein reserved shall be in default and unpaid, or any other sum payable by Tenant or otherwise required to be expended by Tenant hereunder shall be in default and unpaid, then the Landlord may, at the option of the Landlord (but Landlord shall not be required to) appropriate and apply any portion of said deposit to the payment of any such defaulted rent or other sum.

3.1 In the event of the termination of this Lease, by expiration of time or otherwise, then at the option of Landlord, Landlord may appropriate and apply said entire deposit, or so much thereof as may be necessary to reimburse the Landlord for loss or damage sustained by Landlord due to any breach of this Lease by Tenant.

3.2 In the event this Lease is not terminated, but the entire deposit or any portion thereof, be appropriated and applied by Landlord under the terms and provisions hereof, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security deposit to the original sum deposited, and Tenant's failure to do so within five (5) days of such written demand shall constitute a breach of this Lease. Should Tenant comply with all of said terms, covenants and conditions hereof and promptly pay all of the rental herein and all other sums payable by Tenant to Landlord or otherwise hereunder when due, the said deposit, or the balance remaining therein, shall be returned to Tenant at the termination of this Lease by expiration of time or otherwise, once Tenant has vacated the Leased Premises.

3.3 Landlord may deliver the security deposit to the purchaser of Landlord's interest in the property on which the Leased Premises is located, hereinafter known as the "Shopping Center", and thereupon Landlord shall be discharged from any liability with respect to such deposit, it being understood that Tenant shall thereafter look only to such purchaser with respect to the security deposit, its application and return.

3.4 In the event Tenant files for bankruptcy, a receiver is appointed for the operation of the business, or Tenant makes an assignment for the benefit of creditors, Tenant agrees that any security deposit held by Landlord shall immediately be deemed forfeited and Landlord shall have the right to retain said amount as an offset to amounts owed or to become owed by Tenant under the Lease.

#### 4. RENT

4.0 For the term of this Lease, Tenant covenants and agrees to pay to Landlord as fixed annual minimum guaranteed rental without any deduction or setoff whatsoever on the first (1st) day of each calendar month during the term hereof, as follows:

Commencing on the Rent Commencement Date (as defined in Section 55 herein) and continuing through September 30, 2021, the sum of Nineteen Thousand Two Hundred Thirty-Seven and 50/100 Dollars (\$19,237.50) per year, payable in equal monthly installments of One Thousand Six Hundred Three and 13/100 Dollars (\$1,603.13);

Commencing on October 1, 2021 and continuing through September 30, 2022, the sum of Nineteen Thousand Six Hundred Twenty-Two and 25/100 Dollars (\$19,622.25) per year, payable in equal monthly installments of One Thousand Six Hundred Thirty-Five and 19/100 Dollars (\$1,635.19);

Commencing on October 1, 2022 and continuing through September 30, 2023, the sum of Twenty Thousand Fourteen and 70/100 Dollars (\$20,014.70) per year, payable in equal monthly installments of One Thousand Six Hundred Sixty-Seven and 89/100 Dollars (\$1,667.89);

Commencing on October 1, 2023 and continuing through September 30, 2024, the sum of Twenty Thousand Four Hundred Fourteen and 99/100 Dollars (\$20,414.99) per year, payable in equal monthly installments of One Thousand Seven Hundred One and 25/100 Dollars (\$1,701.25);

Commencing on October 1, 2024 and continuing through September 30, 2025, the sum of Twenty Thousand Eight Hundred Twenty-Three and 29/100 Dollars (\$20,823.29) per year, payable in equal monthly installments of One Thousand Seven Hundred Thirty-Five and 27/100 Dollars (\$1,735.27).

The rent for the first (1st) month shall be pro-rated, if necessary. Tenant shall make rental payments as set forth in this Section 4, along with its pro-rata share of expenses as set forth in Sections 9, 11 and 27, on the first (1<sup>st</sup>) day of each month by electronic funds transfer using Landlord's bank's automated clearing house ("ACH") program in accordance with Tenant's bank's instructions, which Tenant shall deliver to Landlord. A service fee equal to five percent (5%) of the monthly minimum guaranteed rent and additional rent may, at Landlord's option, be charged as additional rent if funds for monthly rental payments are unavailable or insufficient when pulled by Landlord on or after the first of the month. In addition, Tenant may be charged as additional rent any fees or charges from Landlord's bank resulting from ACH transfers that are initiated but cannot be completed due to insufficient funds in Tenant's account. Where any provision in this Lease requires the payment of any sums of money other than rent, such sums of money shall be deemed "additional rent", and shall be due and payable on the date the next rent payment is due and payable unless provided otherwise in this Lease. All additional rent payments shall be deemed to be rent payments hereunder and shall be subject to and within the scope of any and all provisions of this Lease which apply to payment of rent, including without limitation, provisions for cure periods and default.

~~4.1 Beginning January 1 of the year immediately following the commencement date of this Lease, and thereafter on each succeeding January 1 during the term of this Lease, the fixed annual minimum guaranteed rental hereunder shall be increased by the percentage increase, if any, in the cost of living as determined by the Consumer Price Index - All Items - All Urban Consumers - U.S. City Average (1982-84=100) published by the Bureau of Labor Statistics for the U.S. Department of Labor between the month this Lease commences and the month of September immediately prior to each January 1. If the aforesaid Index is no longer being published, said determination shall be based upon a successor or substitute comparable price index appropriately adjusted.~~

#### 5. USE OF LEASED PREMISES

5.0 Tenant shall not use nor permit the Leased Premises to be used for any purpose other than: **a sit-down and carry-out restaurant serving turkey related dishes** and shall comply promptly with all statutes, ordinances, rules, orders, regulations and requirements of Federal, State, County and City Governments, including without limitation, those relating to the use, occupancy, cleanliness and safety of the Leased Premises and the manner of operation of the business

conducted at said premises. Tenant will not use, or permit the use of the Leased Premises, in any such manner that will tend to create a nuisance or tend unnecessarily to disturb other tenants or occupants of the Shopping Center or tend to injure the reputation of the Shopping Center. The restrictions set forth in this section shall extend to all agents and employees of the Tenant and shall be included as a provision in all leases or contracts made with any subtenant, concessionaire, or licensee.

#### 6. PERCENTAGE RENTAL

~~6.0 In addition to the fixed minimum guaranteed rental as stated herein and additional rentals as provided herein, Tenant agrees to pay Landlord, in the manner and upon the conditions and at times hereinafter set forth, a percentage rent for each lease year or partial lease year of the term hereof, a sum equal to five percent (5%) of the Tenant's total gross sales made in, upon, or from the Leased Premises during said lease year or partial lease year, less the fixed annual minimum guaranteed rental for each such lease year or partial lease year.~~

#### 7. GROSS SALES DEFINED

7.0 "Gross Sales" shall include the aggregate amount of actual sale prices of all sales of merchandise and services and all other receipts whatsoever (moneys or other things of value from the operations at, in, from or upon the Leased Premises although not expressly included in or excluded from gross sales by other provisions hereof) including, but not limited to, sales by any subtenant, concessionaire, licensee or otherwise, sales which in the normal or customary course of operations should be credited or attributed to the business upon the Leased Premises, sales as a result of transactions originated at the Leased Premises, deposits not refunded to purchasers (in all instances, whether the delivery or performance is made from or at another place, pursuant to mail, telephone, telegraph or other communications, by mechanical means or other vending device, for cash, credit or otherwise, without reserves or deduction for inability or failure to collect).

7.1 Excluded from gross sales are any sums collected and paid out for any sales or excise tax imposed directly upon the Tenant by any duly constituted governmental authority, provided specific record is maintained of the amount thereof, the exchange of merchandise between stores of the Tenant (where such exchange is made solely for the convenient operation of the business of the Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Leased Premises nor for the purpose of depriving the Landlord of the benefit of a sale which otherwise would be made at, in, from or upon the Leased Premises), the amounts of returns to shippers or manufacturers, the amounts of any cash or credit refunds (not exceeding sales price) made upon any sale (where the merchandise sold, or some part thereof is thereafter returned by the purchaser and accepted by the Tenant), and sales of fixtures which are not a part of the Tenant's stock in trade.

7.2 Each sale upon installment or credit shall be treated as a sale for the full price in the month during which such sale shall be made, irrespective of the time when the Tenant shall receive payment from its customer, and any interest on such a sale shall be excluded.

~~7.3 If Tenant, directly or indirectly, within a radius of two (2) miles from the Shopping Center sells or leases any merchandise or services which Tenant is permitted to sell in the Leased Premises hereunder, all such sales and leases shall be included in gross sales hereunder for the purpose of computing the percentage rent due hereunder and shall have the same force and effect as though such sales or leases had actually been made in, upon, or from the Leased Premises hereunder.~~

#### 8. TENANT'S BOOKS AND RECORDS

8.0 Tenant shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on, or from any business relating to the Leased Premises, which shall be retained for a period of two (2) full years after the expiration of each lease year. The records and other supporting data shall be maintained so that gross sales may be computed without confusion with sales made by the Tenant elsewhere.

8.1 Within thirty (30) days after the end of each calendar month included in the term of this Lease, the Tenant shall furnish the Landlord with a written statement, certified by Tenant, of the Tenant's gross sales during such month ~~and Tenant shall promptly pay any percentage rent due under Section 6.0 above as additional rent, subject to final adjustment at the conclusion of the lease year.~~ On or before sixty (60) days after each lease year and within sixty (60) days after the end of said lease term or any renewal thereof, Tenant shall furnish the Landlord an annual statement, certified by an independent public accountant, of Tenant's gross sales during the preceding lease year, or portion thereof included in said lease term. ~~and make payment of any deficiency.~~

8.2 Each such statement shall identify each deduction or exclusion, if any, and be represented to be complete and correct. The Landlord, by its accountants or representatives, shall have the right, at any time, to audit or cause to be audited and examined, all of the books of account, documents, records, tax returns, sales slips, purchase orders, bank deposit records, and other supporting data relating to all statements of gross sales given to the Landlord by the Tenant, and the Tenant shall make all such records readily available for such audit and examination. If any such audit discloses that the actual gross sales by the Tenant exceeded those reported by more than three percent (3%), Tenant shall pay the reasonable costs of such audit and examination and Landlord may at its option declare a default.

~~8.3 Tenant shall pay, on demand any deficiency in percentage rental shown to be due by such audit and examination. "Lease Year" shall mean each successive twelve (12) calendar months of the lease term or any renewal term or a part thereof, beginning on the first (1st) day of the lease term as provided herein, and ending on the last day of the twelfth (12th) month. An amount equal to five percent (5%) of the monthly minimum guaranteed rental shall be paid by Tenant to Landlord for each thirty (30) day period following Tenant's failure to furnish Landlord a certified monthly statement of gross sales after its due date and for each thirty (30) day period following Tenant's failure to make payment of any percentage rental due hereunder.~~

## **9. REAL ESTATE TAXES**

9.0 As additional fixed minimum rental for each calendar year of the term of this Lease and any renewal thereof, Tenant covenants and agrees to pay a sum determined by multiplying (a) the real estate taxes as defined herein (including assessments for local improvements) levied or assessed upon the Shopping Center or any part thereof, by (b) a fraction, the numerator of which is the total leasable square footage of the first floor area of the Leased Premises and the denominator of which is the total leasable square footage of the first floor area of all buildings in the Shopping Center. If any land and/or rentable structures shall be added to the Shopping Center, or if any land and/or rentable structures shall be eliminated from the Shopping Center, the taxes attributable thereto shall be appropriately adjusted. The cost of appealing or securing a reduction in real estate assessment shall be considered as part of the real estate taxes for the purposes of this section. Real estate taxes shall include, but not be limited to, (i) all real and personal property taxes assessed against the Shopping Center and (ii) the portion of all franchise taxes payable by Landlord and attributable to revenues derived from the Shopping Center. In the event of any change in the method of taxation of real property or should there hereafter be any tax enacted in substitution, in whole or in part, for or in lieu of or in addition to taxes currently payable by Landlord with respect to the Shopping Center on real property, including, without limitation, any franchise, gross receipts, income, profit, or similar tax, or should there ever be enacted any tax, charge, or other assessment on rents, Tenant shall pay in addition to its pro-rata share of property taxes, its pro-rata share of such additional taxes. Notwithstanding the foregoing, however, this Section 9 shall not be construed to require reimbursement of Landlord's federal or state income taxes.

9.1 Equitable adjustments shall be made so that only that pro-rata part of the taxes shall be paid by the Tenant for fractions of the term at the beginning or end of this Lease which are included within the tax year of the taxing authority, and/or in the event of a change in the method or system of taxation from that which is now applicable, including the dates and periods for which such taxes are levied or otherwise imposed and/or any abatement thereof. Tenant shall be solely responsible for payment of any increase in taxes resulting from any alterations, repairs, additions or improvements made by Tenant, and the foregoing formula for apportionment shall not apply to any such increase in taxes.

9.2 The charge required hereunder shall be paid by Tenant to Landlord in monthly installments in such amounts as are reasonably estimated and billed by Landlord at the beginning of a twelve (12) month period commencing and ending on the dates designated by Landlord, each such installment being due on the first (1st) of each month. Within ninety (90) days after the end of each twelve (12) month period, Landlord shall make available for Tenant's inspection in Landlord's office Landlord's tax records for such preceding period, and the balance (or refund) shall be paid promptly thereafter.

## **10. COMMON AREA DEFINED**

10.0 In addition to the Leased Premises hereinabove mentioned, Tenant and its agents, employees, successors, assigns, licensees, invitees, subtenants, concessionaires, customers, suppliers and patrons shall have the nonexclusive right in common with others entitled thereto to use and enjoy throughout the term of this Lease, the "common areas" of the Shopping Center to wit: such areas, improvements, space, equipment and special services in or at the Shopping Center as determined by Landlord from time to time to be devoted to the general use of all the tenants of the Shopping Center and their employees, customers and other invitees, including without limitation, all parking areas, driveways, entrances, exits, roadways, landscaped areas, lighting facilities, curbs, truck routes, loading docks, retaining walls, exterior of outside walls of the building(s), roofs, canopies and downspouts of building(s), pedestrian malls, hallways, stairs, ramps, washrooms, water and sewage and storm water systems, accommodation areas such as sidewalks, grass plots, ornamental planting, entry monuments and signs, directional signals and the like.

10.1 The Landlord shall from time to time designate appropriate portions of the parking area as areas for the parking of motor vehicles of employees, agents and concessionaires of tenants and occupants of the Shopping Center. Tenant shall comply with such designations and shall require its employees, agents and concessionaires to comply with such designations made by the Landlord from time to time, and authorizes Landlord to have towed, at Tenant's expense, those cars that fail to comply with such designations. Landlord will use its best efforts to require the employees, agents and concessionaires of other tenants and occupants of the Shopping Center to comply therewith.

10.2 The common area shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right to establish and modify, change and enforce reasonable rules and regulations with respect to the common areas, and Tenant agrees to abide by and conform with such rules and regulations. Landlord shall have the right to close any part of the common

areas for such time or times as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights of any persons, but any such closing or restriction shall be for limited times only and in the manner that will not interfere with Tenant's use, enjoyment and occupancy of the Leased Premises during normal business hours. Landlord may, from time to time, close off or modify the use of any part of the parking areas for such time as the Landlord deems necessary for the benefit of the Shopping Center or in the event of any emergency or any unusual conditions, and the Landlord's reasonable determination of the need therefor shall be conclusive and binding on all persons whomsoever.

#### **11. COMMON AREA CHARGES**

**11.0** As additional fixed minimum rental for each calendar year of the term of this Lease and any renewal thereof, Tenant covenants and agrees to pay its pro-rata share of the common area costs.

**11.1** Common area costs shall include all of the Landlord's costs and expenses of every kind and nature of operating, managing, equipping, lighting, decorating, repairing, cleaning, replacing (only when the cost of replacing is less than the reasonably estimated cost of repairs over a similar time period), reconstructing, insuring, maintaining, securing and protecting the common areas plus a reasonable sum for depreciation of equipment actually used (where the depreciation of equipment actually used is less than the reasonably estimated cost of renting or leasing equipment over a similar time period), and for overhead costs equal to ten percent (10%) of the total of the foregoing expenses. It is understood that Landlord may cause any or all of said services to be provided by an independent contractor or contractors. At Landlord's option, the semi-annual inspection and changing of filters in HVAC units within tenants' spaces in the Shopping Center may be included in the common area maintenance charges.

**11.2** Tenant's pro-rata share of common area costs shall be determined by multiplying (a) the total of the aforesaid common area costs by (b) a fraction, the numerator of which is the total leasable square footage of the first floor area of the Leased Premises and the denominator of which is the total leasable square footage of the first floor area of all buildings in the Shopping Center. Equitable adjustments shall be made so that only that pro-rata part of the Landlord's common area costs shall be paid by the Tenant for fractions of the term at the beginning or end of this Lease which are included in the calendar year in which such costs are incurred.

**11.3** The charge required hereunder shall be paid by Tenant to Landlord in monthly installments in such amounts as are reasonably estimated and billed by Landlord at the beginning of a twelve (12) month period commencing and ending on the dates designated by Landlord, each such installment being due on the first (1st) of each month. Within ninety (90) days after the end of each twelve (12) month period, Landlord shall make available for Tenant's inspection (and keep available for inspection for a period of six (6) months) Landlord's records of expenses for such common area costs for such preceding period, and the balance (or refund) due shall be paid promptly thereafter.

#### **12. ASSIGNMENT AND SUBLETTING**

**12.0** Tenant shall not, voluntarily or by operation of law, assign or in any manner transfer or otherwise encumber this Lease or any estate, interest or benefit therein, or sublet the Leased Premises or any part thereof, or enter into a license or concession agreement, or permit the use of the Leased Premises or any part thereof by anyone other than Tenant without the prior written consent of Landlord, and any such unauthorized act shall be deemed a default of this Lease and entitle Landlord to all remedies including grounds for cancellation of this Lease at the option of the Landlord. Landlord agrees not to unreasonably withhold its consent. Landlord and Tenant agree that the following are reasonable criteria for the Landlord's evaluation of the request for approval and that the Landlord may consider them and such other relevant factors as shall bear on a specific request:

- a) Whether the proposed use is permitted under this Lease;
- b) Whether the use of the Leased Premises will violate any other agreements affecting the Leased Premises, the Landlord, or any other tenants in the Shopping Center;
- ~~c) Whether percentage rentals are likely to be adversely affected;~~
- d) Whether the proposed rental constitutes the fair market rental for the Leased Premises, it being understood and agreed that any such assignment, subletting, or other agreement shall be at the fair market rental at the time of such proposed assignment, subletting, or other agreement, and that such rental shall be paid in its entirety to Landlord;
- e) Whether the proposed operator has a financial net worth and operating and managerial experience sufficient to reasonably assure a successful operation;
- f) Whether the reputation of the proposed operator conforms to generally accepted business standards;
- g) Whether the proposed use adversely affects the tenant mix or retail image in the Shopping Center.

The request for consent by the Landlord shall be accompanied by an executed copy of the documents reflecting the assignment, sublease, license or concession agreement, or other arrangement, together with credit and financial information and data on the operating experience of the proposed operator.

**12.1** For the purposes of this section, if Tenant is a corporation, LLC, or other organization, any merger, consolidation, dissolution, or liquidation or any change in the ownership of or power to vote the majority of the outstanding ownership, shall

constitute an assignment. If Tenant is a partnership, any change in the partnership interest which results in a change in the present effective control of the Tenant by the person or persons having a majority interest therein on the date of this Lease shall constitute an assignment. Tenant shall promptly give Landlord notice of any such proposed assignment and failure to give such notice shall be deemed a default under this Lease. Tenant shall accompany such notice with the pertinent credit and financial information and data on prior experience of the operation and management of the Leased Premises is proposed to be changed.

12.2 Any assignment of this Lease or subletting of the Leased Premises or any part thereof or grant of a license or concession with the written consent of the Landlord or any subletting or assignment not requiring the consent of Landlord shall not operate to release the Tenant named herein and such Tenant shall remain liable for the performance of all of the covenants and agreements herein contained to be performed by Tenant. Any consent by Landlord to any assignment, subletting, license or concession shall apply only to the specific transaction thereby authorized and shall not authorize any subsequent assignment, subletting, license or concession without the prior written consent of the Landlord. The rights herein granted shall be available only to the named Tenant herein and shall not be available to an assignee, subtenant, licensee or concessionaire.

12.3 If this Lease is assigned or the Leased Premises or any part thereof sublet without the Landlord's prior written consent, Landlord may collect rent from the assignee or subtenant and apply the net amount collected to the rents herein reserved, but same shall not be deemed a waiver of the covenant against assignment and subletting, or the acceptance of the assignee or subtenant as Tenant hereunder, or constitute a release of Tenant from the further performance by Tenant of the terms and provisions of this Lease.

12.4 Provided that the use of the Leased Premises is that permitted under this Lease, and that the assignee or subtenant assumes all of the obligations hereunder, none of the following assignments or sublettings or transactions shall be deemed to require the consent of the Landlord:

- a) assignment or subletting by a corporate Tenant to any parent corporation;
- b) assignment or subletting by a corporate Tenant to a wholly owned subsidiary corporation of the Tenant for so long as the corporation remains a wholly owned subsidiary;
- c) assignment or subletting by a corporate Tenant to any shareholder of the Tenant (defined as any party or entity with beneficial ownership of more than twenty percent (20%) of Tenant), or to any descendant or heir of such shareholder, or to any trust for the benefit of any of the foregoing shareholders or persons; or
- d) any transfer of shares of stock in Tenant to or between the heirs or descendants or respective spouses of any of the shareholders, or to or between any of them, and a trust for the benefit of any of the foregoing persons, their heirs, descendants or respective spouses.

12.5 In the event Landlord shall consent to a sublease or assignment, Tenant shall pay Landlord a fee of One Thousand and No/100 (\$1,000.00) Dollars to cover Landlord's costs of processing the sublease or assignment, plus Landlord's reasonable out of pocket costs, if any. Notwithstanding any other provision herein, if the sublease or assignment is for a use other than the initial permitted use hereunder, then Landlord shall have the right to terminate this Lease by giving Tenant sixty (60) days prior notice of its intention to terminate.

### **13. TENANT'S FIXTURES AND EQUIPMENT**

13.0 Tenant shall with due diligence complete the installation of its fixtures and equipment which shall be either new or completely reconditioned and said installation and work shall be done in accordance with the rules, laws, regulations and orders of all governmental authorities having jurisdiction thereof without interference with other work being done in the building in which the Leased Premises is located, hereinafter called the "Building", or the Shopping Center and in compliance with all reasonable rules Landlord may make, and shall not cause any conflict with any union contract to which Landlord or its contractors or subcontractors may be a party.

13.1 Landlord shall have no responsibility for any loss of or damage to any of Tenant's fixtures or property so installed or left in the Leased Premises, excepting however, loss or damage caused by the willful and intentional acts or negligence of the Landlord, and Tenant's entry, prior to the commencement of the term, shall be subject to all the provisions of this Lease other than the requirement for payment of rental (which shall not commence until the date fixed for the commencement thereof as elsewhere in this Lease provided). Tenant shall secure and, on request, exhibit or furnish to Landlord all certificates and approvals relating to any work or installations done by Tenant that may be required by any governmental authority or regulatory body or agency.

### **14. MERCHANTS ASSOCIATION**

14.0 ~~If formed, the Tenant will become a member of, participate fully in, and remain in good standing in the Merchants Association formed by tenants in the Shopping Center, pay all dues required, and abide by the regulations of such Association. The objects of such Association shall be to encourage its members to deal fairly and courteously with their customers, to sell~~

These responsibilities are specific to this project, to follow ethical business practices, and in particular to assist the business of tenants by sales, promotions and other trade advertising.

14.1 The Tenant agrees to pay dues to the Merchants Association in an amount approved by a majority vote of a quorum of the members of the Association, but such dues shall not be less than two percent (2%) of its minimum annual rent without the written consent of the Landlord. Should the Merchants Association become inactive, or should the Landlord decide to administer an advertising fund, Tenant agrees, in lieu of dues to the Merchants Association, to contribute a sum equal to two percent (2%) of its minimum annual rent to the advertising fund for promotion of the Shopping Center, and Landlord shall contribute an amount to the advertising fund equal to twenty percent (20%) of the total contributed by tenants.

#### **15. PARTNERSHIPS**

15.0 It is understood and agreed that Landlord shall in no event be construed or held to be a partner or joint venturer of Tenant in the conduct of Tenant's business, nor shall Landlord be liable for any debts incurred by Tenant in the conduct of Tenant's business, but it is understood and agreed that the relationship between them is and at all times shall remain that of Landlord and Tenant, and no other.

#### **16. ALTERATIONS AND ADDITIONS BY LANDLORD**

16.0 Landlord hereby reserves the right, at any time, to make alterations or additions to the buildings in which the Leased Premises is contained and to the common areas, to build other structures adjoining the same, and to construct other buildings or improvements of any nature in the Shopping Center from time to time, all at its own cost and expense.

16.1 In the event the Landlord desires to make alterations or additions to and or to build additional stories on the Leased Premises, or if excavation shall be made upon land adjacent to the Leased Premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such buildings or additions or excavation, the right and license to enter upon the Leased Premises for the purpose of doing such work as by Landlord shall be deemed necessary to preserve the wall or the building of which the Leased Premises form a part from injury or damage, and to support the same by proper foundations, footings, and other support without any claim for damages or indemnification against Landlord or diminution or abatement of rent.

16.2 The Landlord agrees that it will do or cause all of said work to be done in such manner as will interfere least with the business in the Leased Premises then being conducted by the Tenant, but Landlord shall be the sole judge of the method and manner in which said work shall be done and shall proceed, provided however, in no event shall the said work or license to enter these premises require or necessitate Tenant closing its premises and business to the public or being forced to give up the use of substantial part of the Leased Premises for more than two (2) days.

#### **17. ALTERATIONS AND ADDITIONS BY TENANT**

17.0 Tenant shall not make any alterations, additions, improvements or utility installations to the Leased Premises nor make any contract therefor without first procuring Landlord's written consent. As used in this Section the term "utility installations" shall include ducting, power panels, florescent fixtures, space heaters, conduit and wiring. All alterations, additions, improvements or utility installations made by Tenant (whether or not such utility installations constitute trade fixtures of Tenant), to or upon the Leased Premises except signs, cases, counters, movable partitions, machinery and equipment, or other removable business trade fixtures, shall at once when made or installed be deemed to have attached to the freehold and to have become the property of Landlord. Any utility installations made by Tenant must comply with the requirements of any energy efficient program offered by the energy service provider to the Leased Premises. Any of the above business or trade fixtures or other personal property of the Tenant not permanently affixed to the Leased Premises shall remain the property of the Tenant and, provided that Tenant is not in default under the terms of this Lease, Tenant shall have the right to remove the same from the Leased Premises at any time during this Lease term. Tenant, at its expense, shall immediately repair any damage occasioned to the Leased Premises by reason of the removal of any such trade fixtures or other personal property.

17.1 Notwithstanding any provision to the contrary contained herein, at the termination of this Lease or at the termination of any renewal thereof, Landlord shall have the right to require Tenant to remove all leasehold improvements and alterations, all exterior signage including panels, raceways and electrical hook-ups, additions, improvements or utility installations installed by Tenant, and to repair any damage and restore the condition of the Leased Premises as existing on the date of delivery, excepting ordinary wear and use. Any penetration of the roof membrane made on the account of Tenant shall be made only by roofers approved by Landlord and at Tenant's sole expense.

#### **18. MECHANICS LIENS**

18.0 Tenant shall not allow any liens to attach to the Leased Premises. If a mechanic's lien shall attach to the Leased Premises or any part thereof, based upon any labor, services, materials, supplies or equipment furnished or alleged to have been furnished, by, for, or on behalf of Tenant in, upon or about the Leased Premises, Tenant shall pay or discharge the same within fifteen (15) days after Tenant receives notice of said lien (whether from Landlord or the party asserting such lien). In the event of a

bona fide dispute. Tenant shall have the option to post security or an indemnity bond satisfactory to the Landlord, in lieu of immediate satisfaction of the lien. If Tenant shall fail to either satisfy the lien or post adequate security as provided in this Section 18.0, Tenant shall be in default of this Lease and Landlord shall have the option, but not the obligation, to satisfy the lien which amount together with an administrative charge of One Thousand Dollars (\$1,000) shall be deemed additional rental payable by Tenant to Landlord upon demand.

### **19. REPAIRS BY LANDLORD**

**19.0** Subject to provisions contained elsewhere herein, Landlord shall keep the tools, foundations and structural supporting members of the Leased Premises in good order, condition and repair, and if necessary or required by governmental authority, make modifications or replacements thereon, except that Tenant shall make all such repairs, modifications or replacements which become necessary or desirable by reason of the negligence of Tenant, or anyone claiming under Tenant, unless and to the extent the damage or loss resulting from such negligence is covered under any policy of insurance and such loss or damage is paid to or on behalf of Landlord, pursuant to such insurance policy.

### **20. REPAIRS BY TENANT**

**20.0** Tenant agrees to repair and maintain in good order and condition and to replace whenever necessary all portions of the Leased Premises not enumerated in Sections 10, "Common Areas Defined", and 19, "Repairs By Landlord", above, including, but not limited or restricted to the nonstructural interior portions of the Leased Premises, the show windows and moldings, doors, door closures, windows, plate and window glass, the floors, and to make all modifications or replacements within the Leased Premises, as required in order to comply with governmental requirements, now in force or which may be in force during the term of this lease, excepting for any such modifications or replacements as Landlord is required to make, as set out herein, and to assume and pay for the general maintenance, cleaning, repair, modification and replacement where necessary, of the plumbing and sewage systems to the point of connection to common mains, and electrical and gas systems to the point of connection to utility source including meters and switches thereof, the entire heating and air conditioning system and any other facilities and appliances which are located within the interior of the Leased Premises.

**20.1** If repairs, modifications or replacements are required to be made or maintenance done by the Tenant pursuant to the terms of this Lease, the Landlord may demand (but shall not be required to do so) that Tenant make the same forthwith or with reasonable dispatch, or if the Tenant refuses or neglects to commence such repairs, modifications, replacements or maintenance and proceed with and properly complete the same to the reasonable satisfaction of Landlord with reasonable dispatch after such demand has been made, the Landlord may make or cause such repairs, modifications or replacements to be made or maintenance to be done and shall not be liable or responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof, and if Landlord makes or causes such repairs, modifications or replacements to be made or maintenance to be done, Tenant agrees that it will forthwith on written demand pay to Landlord the cost thereof with interest at eighteen percent (18%) per annum or the highest legal rate, whichever is greater, until payment is made, and if Tenant shall default in such payment, the Landlord shall have the same remedies provided in this Lease as if Tenant had failed or neglected to pay the rentals due hereunder.

**20.2** Tenant shall, at its expense, in the Spring and Fall of each year have a preventative maintenance service call made by a reputable contractor acceptable to Landlord for the purpose of inspecting, cleaning, maintaining and servicing the heating and air conditioning systems. Tenant shall send Landlord a copy of the service report or paid invoice by June 1st or November 1st respectively.

### **21. WAIVER OF LIABILITY**

**21.0** Neither Landlord nor Landlord's agents nor servants shall be liable, and Tenant waives all claims for damage to persons or property sustained by Tenant or any occupant of the Leased Premises or other part of the Shopping Center resulting from the Leased Premises or any part thereof, or any part of the Shopping Center or any equipment or appurtenances becoming out of repair, or resulting from any accident in or about the Leased Premises or the Shopping Center, or resulting directly or indirectly from any act or neglect of any tenant or occupant or of any other person including Landlord's agents and servants, excepting however, damages caused by the willful and intentional acts or negligence of Landlord or Landlord's contractors or agents.

**21.1** All property belonging to Tenant or any occupant of the Leased Premises or of the Shopping Center is at the risk of the Tenant or such other persons only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

### **22. ACCESS TO LEASED PREMISES**

**22.0** Landlord and its agents shall have free access to the Leased Premises during all reasonable hours for the purpose of inspecting the condition of same and to make such repairs as the Landlord desires to make and to exhibit the same to prospective purchasers or Tenants. Landlord may, during the last one hundred twenty (120) days prior to the expiration of the term of this Lease, display a 36" x 48" sign in the window of the Leased Premises with its usual notice which Tenant shall permit to remain thereon.

### 23. TENANT CONDUCT IN LEASED PREMISES

**23.0** Tenant will not utilize any unethical method of business operation or conduct any auction, "lost our Lease", fire, going-out-of-business, or bankruptcy sales (except pursuant to court order) without first obtaining Landlord's written consent, provided however, that this provision shall not preclude the conduct of periodic seasonal, promotional or clearance sales, will not use or permit the use of any apparatus for sound reproduction or transmission of any musical instrument in such manner that the sounds so reproduced, transmitted, or produced shall be audible beyond the interior of the Leased Premises; will not cause or permit odors to emanate or be dispelled from the Leased Premises. Tenant, its employees, agents and contractors, will not solicit business, distribute, carry or display signs, handbills or other advertising matter in the common areas of the Shopping Center, or anywhere within one hundred (100) feet of the property line of the Shopping Center.

**23.1** Tenant will keep the inside and outside of all glass in the doors and windows of the Leased Premises clean; will not place or maintain any merchandise or other articles in the vestibule or entry of the Leased Premises, on the footwalk adjacent thereto or elsewhere on the exterior thereof; will maintain the Leased Premises at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin, termites, and other pests; will not permit undue accumulations of garbage, trash, rubbish and other refuse, and will remove the same at its own expense, and will keep such refuse in proper containers until called for to be removed.

**23.2** Tenant will not operate an incinerator or burn trash or garbage; will not receive or ship articles of any kind except through the rear of the Leased Premises; will conduct its business in the Leased Premises in all respects in a dignified manner and in accordance with high standards of store operation; will not impair or injure the quiet enjoyment of any other tenant in the Shopping Center; and will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Leased Premises.

**23.3** Except for those exclusively for the use by employees of Tenant which are not visible from the sales area of Tenant or the exterior of the Leased Premises, Tenant shall not operate any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services, including but not limited to, pay telephones, scales, and amusement devices and machines for the sale of beverages, foods, candy, cigarettes or other commodities, without the prior written consent of the Landlord.

**23.4** Tenant shall not keep on, under or about or permit the escape, disposal or release from the Leased Premises or the Shopping Center or transport thereto or therefrom, any hazardous, toxic, or harmful substances (collectively referred to as "Hazardous Substances"), except as necessary for the use authorized in this Lease, in which case Tenant shall give written notice to Landlord of the identity of such Hazardous Substances and the use, storage or disposal of such Hazardous Substances shall be performed in compliance with all federal, state, and local laws now or hereafter in effect (collectively referred to as "Environmental Laws")

Landlord, its agent, and/or lender shall have the right, but not the duty, to inspect the Leased Premises and conduct tests thereon at any time to determine whether or the extent to which there has been a violation of the Environmental Laws by Tenant or whether there is any Hazardous Substance on, under or about the Leased Premises or the Shopping Center which arose in whole or in part because of an act or omission of Tenant, its employees, agents, assigns, subtenants, contractors, subcontractors, licensees or invitees. If a violation of Hazardous Substance is found, then Tenant shall pay, as Additional Rent, the cost of said inspection and testing and all subsequent inspections and testing as Landlord may determine. Landlord shall use reasonable efforts to minimize interference with Tenant's business during any such inspection and testing, but Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby. Tenant shall, at Tenant's sole cost and expense, immediately take action and diligently pursue to completion all action necessary to correct any violation found. Tenant shall execute affidavits, representations and the like from time to time at Landlord's request, concerning Tenant's best knowledge and belief regarding the presence of Hazardous Substances in the Leased Premises.

Tenant shall register and remain in compliance with any governmental agency or third party that provides insurance, funds, or resources for the clean-up or remediation of any Hazardous Substance. Tenant shall immediately notify Landlord in writing of any communication from or claim by a governmental agency or third party related in any way to Hazardous Substances alleged to be on, under or about the Leased Premises or Shopping Center and shall contemporaneously provide Landlord with a copy thereof. Tenant, at its sole cost and expense, shall promptly and diligently pursue to completion all corrective action necessary to insure compliance of the Leased Premises with all Environmental Laws. Further, Tenant shall indemnify, defend, and save harmless Landlord and Landlord's managing agent from and against all damages, penalties, and costs (including reasonable attorney's fees) of whatever kind, arising out of or related in any way to the use, disposal, transportation, generation, and/or sale of Hazardous Substances by Tenant or its employees, agents, assigns, subtenants, contractors, subcontractors, licensees, or invitees to or from the Leased Premises or the Shopping Center. The obligations of this Section 23.4 shall survive the expiration or earlier termination of this Lease.

#### **24. SURRENDER UPON TERMINATION**

24.0 Tenant shall upon termination of this Lease, whether by lapse of time or otherwise, surrender to Landlord the Leased Premises, together with all replacements thereto, in good order, condition and repair, except for ordinary wear and tear and loss by fire or other casualty covered by insurance. Notwithstanding the foregoing, all plumbing, electric and sewage systems, fixtures and appliances and the heating and air conditioning system shall be in good working condition. Tenant shall be responsible for all consequential damages to Landlord as a result of Tenant's failure to surrender the Leased Premises, in accordance with this Lease, and this clause shall survive the termination of this Lease.

#### **25. INDEMNIFICATION**

25.01 Except to the extent caused by Landlord's negligence, Tenant will indemnify and hold Landlord harmless from and against all loss, cost, expense and liability (including Landlord's costs of defending against the foregoing, such cost to include reasonable attorney's fees and costs) resulting or occurring by reason of Tenant's construction, use, or occupancy of the Leased Premises or by reason of Tenant's breach of any representation and warranties made by Tenant contained in this Lease or Tenant's operation and maintenance of the Leased Premises.

25.1 Except to the extent caused by Tenant's negligence, Landlord will indemnify and hold Tenant harmless from and against all loss, cost, expense, and liability (including Tenant's costs of defending against the foregoing, such costs to include reasonable attorney's fees and costs) resulting or occurring by reason of Landlord's construction, use, or occupancy of the Shopping Center or by reason of Landlord's breach of any representation and warranties made by Landlord contained in this Lease or Landlord's operation and maintenance of the Shopping Center and Common Areas.

#### **26. INSURANCE BY TENANT**

26.0 Liability Insurance - Tenant agrees that, at its own cost and expense, it shall procure and continue in force, in the name of Tenant, a policy of Commercial General Liability Insurance in an amount of not less than One Million and No/100 (\$1,000,000.00) Dollars per occurrence of bodily injury and property damage combined and shall name Landlord and Landlord's Management Agent as additional insureds against any and all liability arising out of the use, occupancy or maintenance of the Leased Premises.

26.1 Property Insurance - Tenant shall maintain insurance, at Tenant's expense, covering Special Cause of Loss perils on its trade fixtures, merchandise, personal property, furnishings and leasehold improvements in an amount equal to not less than One Hundred Percent (100%) of their full replacement cost, and such proceeds shall be used to repair or replace the property damaged. Tenant shall also obtain Rental Expense/Business Income Coverage insurance in an amount that will cover rental expense for a period of not less than six (6) months.

26.2 Such insurance shall be written by a company or companies, authorized to engage in the business of insurance in the State of Missouri and approved in writing by Landlord. There shall be delivered to the Landlord, prior to occupancy of the Leased Premises and annually thereafter, certificates evidencing such paid up insurance, which certificates are to be issued by the insurance companies. Said policy or policies shall provide that the insurer shall, thirty (30) days or more prior to the expiration, amendment or cancellation thereof, give Landlord notice of such proposed or impending expiration, amendment or cancellation.

26.3 The policies of insurance provided herein are to be provided by the Tenant, and shall be for a period of not less than one (1) year, it being understood and agreed that fifteen (15) days prior to the expiration of any policy of insurance the Tenant will deliver to the Landlord evidence of a renewal or replacement policy to take the place of the policy expiring, with further understanding that, should the Tenant fail to furnish policies as is provided in this Lease, and at the times herein provided, the Landlord may, but shall not be required to, obtain such insurance, and the costs of such insurance shall be deemed additional rental to be paid by the Tenant unto the Landlord upon demand. All evidence of such insurance shall declare that the insurer shall not cancel the same in whole or in part without giving Landlord notice of its intent to do so at least ten (10) days in advance. All insurance required herein shall be with companies rated not less than A+7 in the most current edition of "Best's Insurance Reports". All such policies shall be written as primary policies, not contributing with and not in excess of coverage which the Landlord may carry and shall contain no non-standard, special and/or unusual exclusions or restrictive endorsements without the prior written consent of Landlord. No insurance coverage shall contain a deductible or self-insured retention in excess of Twenty Five Hundred and No/100 (\$2,500.00) Dollars without prior written consent of Landlord. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at Tenant's sole risk. All insurance coverage shall provide a waiver of subrogation in favor of Landlord Parties. An amount equal to five percent (5%) of the monthly minimum guaranteed rental shall be charged as additional rent for each month in which Tenant fails to deliver to Landlord a current certificate(s) evidencing that the insurance required hereunder is being maintained.

#### **27. INSURANCE BY LANDLORD**

27.0 Landlord shall maintain, during the term of this Lease, fire and extended coverage insurance (or other special broad form coverage), rental loss insurance and other insurance as determined by Landlord, together with insurance against vandalism and malicious mischief covering the Building or buildings comprising the Shopping Center. In the event Tenant's occupancy,

substantially increase in such costs above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises, Tenant shall pay the entire amount of such increase in costs, as additional rental hereunder, within ten (10) days after Landlord's written demand therefor.

**27.1** As additional fixed rental for each calendar year of the term of this Lease and renewal thereof, Tenant covenants and agrees to pay the pro-rata share of the costs for any insurance maintained by Landlord covering the Building or buildings comprising the Shopping Center and including liability coverage. Such pro-rata share shall be computed by multiplying (a) such costs for each such calendar year by (b) a fraction, the numerator of which is the total leasable square footage of the first floor area of the Leased Premises, and the denominator of which is the total leasable square footage of the first floor area of all buildings in the Shopping Center.

**27.2** If any building additions are made to the Shopping Center, or if any buildings are eliminated from the Shopping Center, the insurance costs attributable thereto shall be appropriately adjusted. Equitable adjustments shall also be made so that only that pro-rata portion of the excess of the insurance costs shall be paid by the Tenant for fractions of the terms at the beginning or end of this Lease. In the event any of the Landlord's policies insures premises or risks other than the Shopping Center, the statement of the insurer or insurer's agent shall be conclusive as to that portion of the cost attributable to the Shopping Center.

**27.3** The charges provided to be paid by Tenant hereunder shall be paid by Tenant in monthly installments in such amounts as are reasonably estimated and billed by Landlord at the beginning of a twelve (12) month period commencing and ending on the dates designated by Landlord, each such installment being due on the first (1st) of each month. Within ninety (90) days after the end of each twelve (12) month period, Landlord shall make available for Tenant's inspection in Landlord's office Landlord's insurance cost records for such preceding period, and the balance (or refund) shall be paid promptly thereafter.

## **28. DAMAGE OR DESTRUCTION**

**28.0** The destruction of the Building or the Leased Premises by fire, or the elements, or such material injury thereto as to render the Leased Premises unquestionably untenantable for one hundred twenty (120) days, shall at the option of Landlord or Tenant produce and work a termination of this Lease.

**28.1** If the Landlord and Tenant cannot agree as to whether the Building or the Leased Premises are unquestionably untenantable for one hundred twenty (120) days, the fact shall be determined by arbitration; the Landlord and the Tenant shall each choose an arbitrator within five (5) days after either has notified the other in writing of such damage, the two (2) so chosen, before entering on the discharge of their duties, shall elect a third (3rd), and the decision of any two (2) of such arbitrators shall be conclusive and binding upon both parties hereto.

**28.2** If it is determined by arbitration, or agreement between the Landlord and the Tenant, that the Building is not unquestionably untenantable for one hundred twenty (120) days, then the Landlord shall restore the Building at Landlord's own expense, with all reasonable speed and promptness (due allowance to be made for time for adjustment of the loss with the insurer and for any delay beyond Landlord's control) and in such case a just and proportionate part of said rental shall be abated until the Leased Premises have been restored.

## **29. SIGNS**

**29.0** Tenant shall not erect, alter or remodel any sign(s), decorations, or anything of any kind on the exterior of the Leased Premises, or visible from the outside of the Leased Premises, without first obtaining the written consent of the Landlord. Tenant agrees to maintain sign(s) on the Leased Premises in good repair during the term of this Lease, and to keep said signage as well as Tenant's display windows fully illuminated by interior sources until 11:00 p.m. nightly. If Landlord has provided a canopy or undercanopy sign to Tenant, then Tenant agrees within thirty (30) days to letter the sign in accordance with the Shopping Center Sign Regulations as attached hereto and made a part of this Lease, and to maintain the sign and tubes in good repair, and to return same to Landlord in good working condition at the expiration of this Lease.

**29.1** If Landlord (at Landlord's sole cost and expense) remodels the Shopping Center, Tenant or Landlord in Tenant's behalf, shall remove Tenant's signage (at Tenant's cost and expense). At the completion of the remodeling, Tenant may erect signage in accordance with the then current Shopping Center Sign Regulations.

## **30. RULES AND REGULATIONS**

**30.0** Tenant shall comply with all the rules and regulations for the use and occupancy of the Shopping Center as such rules and regulations may from time to time be promulgated by the Landlord for the best interests of the Shopping Center. Landlord shall have no liability for violation by any tenant of any rules or regulations, nor shall such violation by any other tenant excuse the Tenant from compliance with said rules and regulations.

**30.1** Such rules and regulations established by Landlord shall not be inconsistent with the terms of this Lease, and no rule or regulation shall be enforced or imposed against Tenant which would result in Tenant being unable to use the Leased Premises

for their intended purpose or which would otherwise prevent Tenant from conducting and carrying on their ordinary business in the Leased Premises. Any violation of any of such rules and regulations by Tenant shall constitute a breach of this Lease.

**31. UTILITIES**

31.0 Tenant shall pay for all utilities including gas, steam, water and electricity, and sewer charges imposed by governmental authorities, and shall pay for the cost of fuel for heating and the cost of power and refrigerant for air conditioning for areas occupied by Tenant. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion of all charges which are jointly metered, the determination to be made by Landlord, and payment to be made by Tenant on a monthly basis in the same manner as provided herein for the payment of real estate taxes.

**32. QUIET ENJOYMENT**

32.0 Tenant, subject to the terms and provisions of this Lease, upon payment of the rentals and other payments provided for herein and observing, keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold and enjoy the Leased Premises during the term hereof without hindrance or ejection by any persons lawfully claiming under Landlord.

32.1 It is fully understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and its successors and assigns only with respect to breaches occurring during its and their respective ownership of Landlord's interest hereunder. It is fully understood and agreed that with respect to any services to be furnished by Landlord to Tenant or any other obligation of Landlord under this Lease, Landlord shall, in no event, be liable for failure to furnish the same when prevented or delayed in doing so as a result of strikes, lock-outs, labor disputes, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or, after Landlord has exercised due diligence, inability to obtain supplies, parts or employees necessary to furnish such services or do such work, or because of war or other similar emergency, or for any other causes beyond Landlord's reasonable control, or for any reasonable period of time (or any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees or any person claiming by, through or under Tenant, and in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages, nor shall the same affect the obligation of Tenant to pay rent hereunder and perform all the other covenants and agreements hereunder on the part of Tenant required to be performed.

**33. SUBORDINATION**

33.0 This Lease is subject and subordinate to all ground or underlying leases and to all deeds of trust or mortgages which may now or hereafter affect the real property of which the Leased Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided however, that such subordination contemplates and any instrument of subordination provides that so long as Tenant shall not be in default in payment of rents or any other terms and conditions of this Lease, its occupancy of the Leased Premises shall not be disturbed. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request, and failure to execute such certificate within fifteen (15) days of a written request shall be a default under this Lease.

**34. BANKRUPTCY**

34.0 Any of the following shall constitute a "Bankruptcy Default":

- a) Failure to have dismissed within thirty (30) days after filing any petition to adjudicate Tenant a bankrupt, or to reorganize or arrange the financial affairs of Tenant under any laws relating to insolvency or bankruptcy;
- b) Failure to have dismissed within thirty (30) days after commencement of any proceedings for the appointment of a person to assume Tenant's assets or business;
- c) Tenant becoming insolvent; or
- d) Tenant making an assignment for the benefit of creditors.

Upon the occurrence of a Bankruptcy Default, Landlord shall have the rights and remedies set forth in Section 35 of this Lease unless the Tenant, or anyone claiming under Tenant or acting on Tenant's behalf, continues timely to pay all rents and perform all obligations to be performed by Tenant under this Lease.

34.1 If, pursuant to the Bankruptcy Code of 1978, as it may be amended, Tenant may assign this Lease in disregard of the restrictions of Section 12 and in spite of Tenant being in default under this Lease, then Tenant's assignee will give Landlord adequate assurance of future performance. To give Landlord such adequate assurance Tenant's assignee shall:

- a) Deposit with Landlord cash security in an amount equal to one (1) month's minimum guaranteed rent plus one-twelfth (1/12) of the additional rent payable under this Lease during the calendar year preceding the assignment. ~~For purposes hereof, additional rent shall include percentage rent calculated at the highest such rent paid or payable for any one of the last three (3) full Lease years prior to the occurrence of such Bankruptcy Default, or, if such~~

~~occurrence shall occur prior to the completion of three (3) such years, equal to four (4) times the highest of such percentage rent, paid or payable for any three (3) month period. Landlord shall hold this deposit as a security deposit pursuant to Section 3 of this Lease for the rest of this Lease term or any renewal term;~~

- b) To the extent necessary to compensate Landlord for any damages from a default described in Section 35 or to pay any rent increase resulting from Section 35.2, pay Landlord any money or give Landlord any property intended as payment to Tenant for the assignment of this Lease, provided, brokerage commissions, reasonable leasing expenses, and reasonable amounts designated by the assignee for the purchase of any of Tenant's equipment in the Leased Premises shall be deducted from such payment; and
- c) Have a minimum net worth (excluding goodwill) in an amount not less than two (2) times the sum of all annual minimum guaranteed rent plus additional rent for the calendar year preceding the assignment.

### 35. DEFAULT

35.0 The following shall be a default under this Lease:

- a) Failure of Tenant to pay any sum due under this Lease within five (5) days after notice of non-payment;
- b) Failure of Tenant to remedy any default in performance of any of the other provisions, covenants or conditions to be kept or performed by Tenant within twenty (20) days after notice of such failure;
- c) Vacation or abandonment of the Leased Premises, or the vacancy or nonoccupancy of the Leased Premises for more than ten (10) days; or
- d) Occurrence of a Bankruptcy Default.

Any notice required by this section shall be the only notice that Landlord must give Tenant. Tenant waives any other notice rights that may be available to Tenant under any law.

35.1 In the event of any default, Landlord may without any further demand or notice:

- a) Re-enter the Leased Premises, with or without due process of law, and eject all parties in possession. Landlord may use such force as Landlord deems necessary to re-enter the Leased Premises and Landlord shall not be liable to any prosecution for such re-entry or use of force. This Lease shall not be terminated upon such reentry and Landlord may, at any time and from time to time, relet all or any part of the Leased Premises as agent and for the account of Tenant or otherwise, and receive and collect rents from such reletting. Any such rents shall be applied by Landlord in the following order:
  - (i) To the payment of all expenses incurred by Landlord in recovering possession of the Leased Premises, including, without limitation, costs and attorneys' fees, brokerage commissions paid by Landlord, and tenant improvements performed by Landlord;
  - (ii) To any expenses of Landlord in preparing, altering, repairing, cleaning, or improving the Leased Premises for reletting;
  - (iii) To any expenses, commissions, and fees, including, without limitation, attorneys' and brokerage fees, paid, assumed or incurred by Landlord in connection with such reletting; and
  - (iv) To the curing of any default by Tenant.

Any such reletting may be, at Landlord's sole option, for the remainder of the term of this Lease or for a longer or shorter period. Landlord may execute any lease in connection with such a reletting in Landlord's own name or in the name of Tenant, as Landlord may see fit, and Tenant shall have no right to collect any rent of any kind from such subtenant. Regardless of whether Landlord relets the Leased Premises, Tenant shall pay to Landlord all sums due under this Lease prior to the time of re-entry by Landlord. After such re-entry, Tenant shall pay Landlord, if Landlord so requires, until the end of the term of this Lease, all rent and other charges required to be paid by Tenant under this Lease, less any sums Landlord may obtain from reletting the Leased Premises during any initial or renewal term of this Lease after the payment of the expenses set forth in (i) through (iv) above. Any such rent shall be due and payable on the rent days specified in this Lease and Landlord need not wait until the termination of this Lease to recover such rent by legal action or otherwise. Re-entry by Landlord shall not constitute an election to terminate this Lease unless Landlord gives Tenant notice of Landlord's election to terminate this Lease.

- b) Declare this Lease at an end, and (i) re-enter the Leased Premises with or without due process of law and eject all parties in possession. Landlord may use such force as Landlord deems necessary to re-enter the Leased Premises and Landlord shall not be liable for any prosecution for such re-entry or use of force. Upon such termination, Landlord may recover from Tenant the present value (discounted at such rate as Landlord may select) of the amount at the time of such termination of the excess, if any, of the amount of all rent and other charges payable by Tenant for the balance of the term of this Lease over the amount of the then reasonable market value for the use of the premises as determined by the rental value for comparable space in the center in the same period of time in the same area.

- incurred by Landlord, including all expenses in recovering and reletting the Leased Premises, brokerage commissions paid by Landlord, and tenant improvements performed by Landlord, or (ii) take possession, re-let the Leased Premises and all damages survive.
- c) Exercise any right or remedy (at law or at equity) allowed under Missouri law.

Landlord's exercise of any remedies contained in subparagraph (a) or (b) shall be at the sole option of Landlord and any such exercise shall not deprive Landlord from exercising any other right or remedy Landlord may have at law or in equity. Tenant shall not hinder Landlord from re-entering the Leased Premises and Landlord shall not be liable in damages or guilty of trespass because of any such re-entry.

~~35.2 For purposes of Section 35, percentage rent for any period after the occurrence of a default and re-entry by Landlord shall be the greater of:~~

- ~~a) The amount of such rent accruing during the lease year occurring immediately prior to such default and re-entry;~~
- ~~b) The amount of such rent accruing during the twelve (12) month period immediately prior to such default.~~

~~However, if the default occurs during the first lease year, then the percentage rent shall be determined on the basis of the amount of percentage rent accruing for the portion of the lease term that has elapsed up to the time of such default and re-entry.~~

**35.3** In no event shall Landlord be required to give more than two (2) notices during any calendar year. If Tenant defaults more than twice during any calendar year, then, without any further notice, Landlord may, at Landlord's option,

- a) exercise any remedy available to Landlord for such default without giving Tenant any opportunity to cure, or
- b) increase Tenant's guaranteed annual minimum guaranteed rent (as defined in this Lease) for the calendar year by an amount equal to ten percent (10%) of the guaranteed annual minimum rent for the calendar year, or
- c) do both (a) and (b).

**35.4** Tenant shall be liable for all expenses, including attorneys' fees, incurred by Landlord in enforcing the covenants of this Lease and the performance of Tenant under this Lease. Any such fees and costs shall be additional rent under this Lease. Any rent abated and any contributions by Landlord for Tenant's improvements shall become immediately due and payable upon default by Tenant.

**35.5** Landlord shall have the right, in its sole discretion, upon any re-entry on the Leased Premises or termination of this Lease without further notice to Tenant, to remove any personal property of Tenant located on the Leased Premises and:

- a) store the same for the account of Tenant, which costs of storage shall be additional rent under this Lease; or
- b) after giving Tenant ten (10) days prior notice at the last known address of Tenant, sell the same at any public or private sale for such sum as Landlord may obtain.

## **36. WAIVER**

**36.0** The failure of either party hereto to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease, or of any rule or regulation, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation. The receipt and use by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed to be a waiver of such breach.

**36.1** No provision of this Lease shall be deemed to have been waived by a party hereto unless such waiver be in writing signed by such party. No payment by Tenant or receipt by Landlord of a lesser sum than the rentals herein stipulated shall, unless otherwise agreed upon specifically in writing, be deemed to be other than on account of the earliest stipulated rental.

**36.2** Notwithstanding anything to the contrary contained in this Lease, if any provision of this Lease expressly or impliedly obligates Landlord not to unreasonably withhold its consent or approval, an action for declaratory judgment or specific performance will be Tenant's sole right and remedy in any dispute as to whether Landlord has breached such obligation.

## **37. SECTION TITLES AND NUMBERS**

**37.0** The section titles and numbers, and the use of bold print or alternate type face are used only as a matter of convenience, and/or reference, and are not to be considered a part of this Lease or to be used in determining the intent of the parties to this Lease.

**37.1** Whenever the words "Landlord" and "Tenant" are used herein, the same shall include singular and plural, individual or aggregate, subject always to the restriction herein contained as to subletting or assignment of this Lease. The following language

negotiated by Landlord and Tenant and this Lease together with all of the terms and provisions hereof shall not be deemed to have been prepared by either Landlord or Tenant, but by both equally. In the event of any controversy, dispute or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

#### 38. ESTOPPEL CERTIFICATE

**38.0** Within ten (10) days after request therefore by Landlord, (and which ten (10) days' written request is not subject to any notice and cure periods otherwise provided under this Lease), or in the event that upon any sale, assignment or hypothecation of the Leased Premises and/or the land thereunder by Landlord, a statement should be required from Tenant, the Tenant agrees to deliver to any proposed mortgagee or purchaser, or to Landlord, a certificate in recordable form, certifying, if such be the case, or otherwise, that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating specifically those that are then claimed by the Tenant. If Tenant fails to execute and deliver any such certificate within ten (10) days after such request, then such failure shall constitute a material default by Tenant under this Lease, and in such event, Tenant agrees to pay to Landlord as liquidated damages therefor (and in addition to all equitable remedies available to Landlord) an amount equal to five percent (5%) of monthly rent per day for each day that Tenant fails to so deliver such certificate to Landlord after the expiration of such ten (10) day period. Tenant's failure to deliver such estoppel certificate within said ten (10) day period shall be conclusive upon Tenant that this Lease is in full force and effect, without modification except as may be represented by Landlord, that there are no uncured defaults in Landlord's performance, not more than one (1) month's rental has been paid in advance, and that all other statements required to be made in the estoppel certificate are conclusively made.

#### 39. NOTICES AND HOLDING OVER

**39.0** Any notice by Tenant to Landlord must be in writing and served by personal delivery, by facsimile transmission where receipt is acknowledged, by Certified or Registered Mail, postage prepaid, or by private express delivery system (e.g. Federal Express or facsimile), addressed to Landlord in care of Landlord's agent BIANCO PROPERTIES, POST OFFICE BOX 411273, ST. LOUIS, MISSOURI 63141 (street address for private express delivery - 680 Craig Road, Suite 240, St. Louis, Missouri 63141), with a copy to Landlord c/o Bianco Properties, P.O. Box 1398, Mercer Island, WA 98040, or at such address as Landlord or Landlord's agent may from time to time designate by notice, and in the absence of any such notice from Agent, at the address to which rentals are paid at the time such notice is given. Any notice by Landlord to Tenant must be in writing, may be given by Landlord or Landlord's agent or attorney, and must be served by personal delivery, by facsimile transmission where receipt is acknowledged, by Certified or Registered Mail, postage prepaid, or by private express delivery system (e.g. Federal Express or facsimile), addressed to Tenant at the Leased Premises or at such other address as Tenant may designate by notice from time to time, and inability to serve such notice shall not void the same or cause the same to be ineffective if the notice was properly addressed and posted.

**39.1** If Tenant shall hold over after the expiration of the term of this Lease without the written consent of Landlord, Landlord shall be entitled to recover damages equal to two times the minimum rent due for the last month of the lease term during each month for such holdover, in addition to all other damages incurred by Landlord as a result of such holding over. If Tenant shall hold over after the expiration of the term hereof with the written consent of Landlord, such holdover period shall be construed to be a tenancy from month to month on the same terms and conditions as in force just prior to expiration of the lease term. No receipt of moneys by Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Leased Premises after the expiration or sooner termination of this Lease or after delivery of any notice of termination shall be deemed to reinstate or extend the term of this Lease or affect any notice delivered to Tenant prior to the receipt by Landlord of such money. Tenant agrees that after the service of any notice of termination or commencement of a suit, or after final judgment for possession of the Leased Premises, Landlord may receive and collect any rent or other amounts due Landlord and such payment shall not in any way be deemed a waiver or otherwise affect or impair said notice, suit or judgment without the express written consent of Landlord. This paragraph shall survive the expiration or sooner termination of this Lease and be applicable to any holding over.

#### 40. EMINENT DOMAIN

**40.0** If any portion of the Leased Premises shall be taken under the power of eminent domain, Landlord shall rebuild and restore the remaining portion thereof so as to make an architecturally complete unit, and the minimum annual guaranteed rent and other charges provided for herein which are based on the area of the Leased Premises shall be reduced in the proportion which the actual area of the Leased Premises taken bears to the entire Leased Premises hereunder, ~~but the percentage rental provided herein shall not be abated, prorated or reduced in any manner;~~ provided, however that if twenty-five percent (25%) or more of the total floor area of the Leased Premises shall be taken, either Landlord or Tenant may cancel or terminate this Lease, which cancellation shall become effective as of the day possession is taken by such condemnor, by serving upon the other party a notice of intention to so terminate within thirty (30) days after the order of condemnation shall be entered, and in such event Landlord shall not be required to restore or rebuild the Leased Premises.

40.1 If any part of the condemnation area shall be taken under the power of eminent domain, this Lease shall not terminate, nor shall any rent or profit hereunder be affected, provided or reduced in any manner, except that the Tenant or Landlord may terminate this Lease if the amount of the taking exceeds 75% of the condemnation area remaining after the taking, plus any additional common area. The cost of any equipment or reasonable proximity of the Shopping Center shall be less than seventy percent (70%) of the cost of the condemned area.

40.2 Tenant shall not be entitled to any part of the award of damages for any taking under the power of eminent domain, and the Landlord shall be entitled to the full amount thereof. Tenant hereby expressly waives any right or claim to any part thereof. Except that Tenant shall be entitled to receive and retain any damages which may be specifically awarded to it by reason of the taking of its stock, furniture, fixtures or leasehold improvements which have not become a part of the realty. For the purposes of this Section, a sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

#### 41. ENTIRE AGREEMENT

41.0 This Lease contains the entire agreement between the parties and any executory agreement made hereafter shall be ineffective to change, modify or discharge this Lease in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

#### 42. LAWS OF MISSOURI

42.0 The laws of the State of Missouri shall govern the validity, performance and enforcement of this Lease. Time is of the essence of this Agreement.

#### 43. PARTIAL INVALIDITY

43.0 The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

#### 44. CORPORATE TENANT

44.0 If Tenant is a corporation, LLC, or other business organization, then the person(s) executing this Lease on behalf of Tenant covenant and warrant that Tenant is a duly organized or duly qualified (if foreign) entity and is authorized to do business in the state in which the Leased Premises is located; and that the person(s) executing this Lease on behalf of Tenant is an officer or are officers of such Tenant, and that he or they as such officers were duly authorized to sign and execute this Lease.

#### 45. WAIVER OF SUBROGATION

45.0 Landlord hereby releases Tenant and Tenant hereby releases Landlord from and against any and all claims, demand, liabilities or obligations whatsoever for damage to the Shopping Center or loss of rents or profits of either Landlord or Tenant resulting from or in any way connected with any fire, accident or other casualty, whether or not such fire, accident or other casualty shall have been caused by the negligence or contributory negligence of either Landlord or Tenant or by any agent, associate or employee of either Landlord or Tenant to the extent that such damage or loss is insured under any insurance contract which at the time of such damage or loss permits waiver of subrogation rights prior to a loss thereunder. In confirmation hereof, at the request of either party, Landlord and Tenant shall execute an agreement of waiver of subrogation and deliver same to their respective insurance carriers.

#### 46. HOURS OF OPERATION

46.0 Tenant shall occupy the Leased Premises for the conduct of the use authorized herein on the first (1st) day of this Lease as provided herein, and shall continue in the Leased Premises for the term of this Lease, and shall maintain said premises open for business during hours commencing not later than 9:30 A.M. Monday through Saturday and 12:00 p.m. on Sunday, and closing not earlier than 9:00 P.M. Monday through Friday, 5:30 P.M. on Saturday and 5:00 p.m. on Sunday.

#### 47. BROKER'S COMMISSION

47.0 Landlord and Tenant each covenant that they have not contracted with any real estate broker with respect to this Lease, ~~except as may be named herein~~, nor has either party executed said Lease by reason of any action whatsoever on the part of any finder or real estate broker ~~except as may be named herein~~ and each party further agrees to indemnify and save the other party harmless from any brokerage commission or finder's fee claimed arising out of this Lease.

#### 48. RECORDING

48.0 This Lease instrument shall not be recorded without the prior written consent of Landlord. However, either party may request the execution of a Memorandum of Lease with acknowledgements required for recording, which either party may record at its own expense.

#### 49. SUBMISSION OF LEASE

49.0 The submission of this Lease by Tenant constitutes an irrevocable and an option made by Tenant to the Landlord. Lease shall be deemed effective as of the date of the execution of this Lease. Tenant shall be deemed to have accepted the public and private Shopping Center Plan, and the conditions and covenants contained therein, and to have agreed to be bound by such Plan and all other rules, regulations and policies of the Shopping Center.

#### 50. ABANDONED PROPERTY

50.0 Any property of the Tenant or of any occupant of the Leased Premises that remains on the Leased Premises upon the termination of this Lease, whether by expiration or otherwise, shall be deemed abandoned and may be removed and repaired and disposed of by Landlord at the risk, cost, and expense of Tenant, and Landlord shall in no event be responsible for any property so left on or about the Leased Premises, or for the value, preservation, or safekeeping thereof.

#### 51. DEMOLITION

51.0 In the event the portion of the Building containing the Leased Premises is to be demolished, Landlord may cancel this Lease upon sixty (60) months notice to Tenant. In that event, the rent for the last three (3) months shall be abated.

#### 52. WAIVER OF JURY TRIAL

52.0 Landlord and Tenant waive any right to a trial by jury in any action or proceeding based upon or related to the terms, matter of this Lease. This waiver is knowingly, intentionally, and voluntarily made by both parties and both parties acknowledge that neither Landlord or Tenant nor any person acting on behalf of Landlord or Tenant has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. Both parties further acknowledge that they have been represented (or have had the opportunity to be represented) in the signing of this Lease and in the making of this waiver by independent legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel. Both parties further acknowledge that they have read and understand the meaning and ramifications of this waiver provision.

#### 53. LANDLORD RIGHT TO RELOCATE TENANT

53.0 Notwithstanding anything to the contrary contained herein, Landlord shall have the right to relocate Tenant to other space (the "Relocation Space") within the Shopping Center, upon not less than ninety (90) days written notice (the "Relocation Notice"). The Relocation Space shall be reasonably comparable to the Leased Premises, in terms of size and configuration. Landlord and Tenant agree to cooperate in good faith regarding any required leasehold improvements in connection with the Relocation Space, which shall in any event be consistent with the level of finish of the initial leasehold improvements provided by Landlord in the Leased Premises. Landlord shall pay all reasonable costs associated with effecting such relocation, including moving costs, installation of leasehold improvements (provided Landlord may reuse trade fixtures, tenant improvements and alterations used by Tenant in the Leased Premises), as well as indirect costs resulting from the relocation, including costs to change addresses on stationery, business cards and advertising, in an amount not to exceed Five Hundred and No. 00 Dollars (\$500.00), to be reimbursed to Tenant upon presentation to Landlord of paid bills for incurred indirect costs, but shall be otherwise be liable to Tenant hereunder in connection with such relocation. Additionally, Tenant shall pay the cost of any upgraded or replacement (unless replacement is necessary due to damage caused by Landlord in the move) trade fixtures, equipment, furniture or other personal property. Within ten (10) days after Tenant's receipt of the Relocation Notice, Landlord and Tenant shall execute an amendment to the Lease setting forth the location of the Relocation Space.

#### 54. DELIVERY OF LEASED PREMISES

54.0 If this Lease covers the initial occupancy of the Leased Premises, then the Leased Premises is delivered to and accepted by Tenant in its "as is" existing condition, it being understood that the rental established herein has been predicated upon Tenant making such improvements, alterations, and repairs as are necessary, provided that Landlord shall put the existing toilets, heating and air conditioning systems in good working condition at the onset of this Lease. If Tenant shall not have notified Landlord that the toilets are not in good working condition within thirty (30) days of the delivery of the Leased Premises, or the heating and air conditioning systems are not in good working condition within thirty (30) days of the commencement of the respective heating or cooling seasons, Tenant shall be deemed to have acknowledged the adequacy of their condition and shall be responsible for them, as otherwise provided in this Lease. For the purposes of this Section, the heating season shall be deemed to begin on September 15, the cooling season to begin May 1, or in either instance, upon delivery of the Leased Premises, if the respective season has already begun.

#### 55. RENT COMMENCEMENT DATE

55.0 Tenant's obligation to pay fixed annual minimum guaranteed rental and additional rent hereunder shall commence on the date that is ninety (90) days after the Commencement Date (the "Rent Commencement Date")

56. EXISTING FIXTURES, FURNITURE & EQUIPMENT

56.0 Tenant agrees to purchase from Landlord, and Landlord agrees to sell and turn over title to Tenant, all trade fixtures, furniture, and equipment currently located within the Leased Premises, as more specifically described on Exhibit B, attached hereto ("FF&E"), in exchange for Five Thousand and No/100 Dollars (\$5,000.00), which amount will be delivered to Landlord upon Tenant's execution and delivery of this Lease. Tenant hereby acknowledges and agrees that: (i) Tenant has inspected and examined the FF&E and accepts same in its "as-is" condition in all respects; and (ii) Landlord has made no representations or warranties whatsoever as to the condition of the FF&E, including, without limitation, any warranty of merchantability or fitness for a particular or ordinary purpose. At the expiration or termination of this Lease or any renewal thereof, Tenant shall remove all FF&E, and repair any damage and restore the condition of the Leased Premises as existing on the date of delivery, excepting ordinary wear and tear, and casualty.

57. DRINK CONTAINERS ON LOT

57.0 Tenant shall be responsible for the daily removal of drink containers from the common areas.

58. A RATING

58.0 Tenant covenants that it will, throughout this term of this Lease and any renewal hereof, maintain the Leased Premises in such manner that it will qualify and hold an "A" health rating and be in compliance with all applicable ordinance requirements from St. Louis County.

59. NO ALCOHOL

59.0 Tenant agrees not to sell, or have available, any alcoholic beverages within the Leased Premises.

60. PROHIBITION OF FOOD TRUCKS

60.0 Tenant shall not park any food trucks on the common areas of the Shopping Center.

61. VERMIN

61.0 Tenant shall use pest control service on a monthly basis to keep the Leased Premises free of bugs, rats, and other vermin, and shall maintain both the inside and outside of the Leased Premises in clean and neat condition.

62. SEWER CLEANING

62.0 Tenant agrees, at Tenant's sole cost and expense, to have a professional sewer company clean the grease from the sewers quarterly, and upon request of Landlord, submit copies of paid bills evidencing same.

63. ODOR CONTROL

63.0 Tenant shall be solely responsible for preventing food odors originating in its Leased Premises from entering other spaces within the building and shall install and maintain, if necessary, and at Tenant's sole cost and expense, any exhaust equipment necessary to prevent said odors from entering other spaces within the building.

64. PROHIBITION OF LIVE/RECORDED MUSIC

64.0 At no time during the term of this Lease or any extensions or renewals hereof shall Tenant employ musicians or disc jockeys or allow same to play live or recorded music within the Leased Premises.

65. PROHIBITION OF LIVE ENTERTAINMENT/DANCING

65.0 Under no circumstances shall any live entertainment, including without limitation, dancing, be conducted at or permitted in the Leased Premises.

66. KITCHEN EQUIPMENT AND HVAC MAINTENANCE

66.0 The rooftop hood vent will include a rooftop grease filter/containment system approved by Landlord. Tenant shall use a professional service on no less than a quarterly basis, to (i) clean and maintain the rooftop heating, ventilation and air



STATE OF MISSOURI

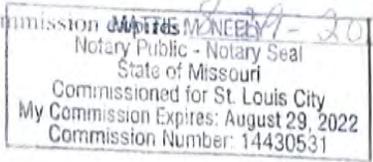
COUNTY OF ST. LOUIS City of St. Louis

On this 11 day of April, 2021, before me appeared John P. [unclear] to me personally known, who, being by me duly sworn, did say that he/she is the [unclear] of **Jive Turkey Eats LLC, a Missouri limited liability company, D/B/A Jive Turkey**, and that said instrument was signed in behalf of said company, by authority of its Members, and said [unclear] acknowledged said instrument to be the free act and deed of said company.

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.

Matthew M. [unclear]  
Notary Public

My Commission Expires 8-29-2022



# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

## CERTIFICATE OF ORGANIZATION

WHEREAS,

**JIVE TURKEY EATS LLC**

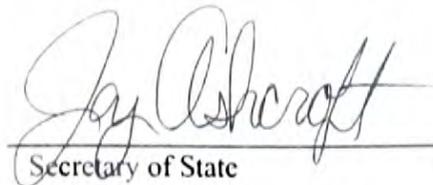
**LC1729467**

filed its Articles of Organization with this office on the 3rd day of September, 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 3rd day of September, 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: September 3, 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 3rd day of September, 2020.

  
Secretary of State



**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO SCOTT RUPP-KIDS ENTERPRISES, INC D/B/A ST LOUIS PIZZA & WINGS FOR THE LOCATION AND OPERATION OF A CARRY-OUT/DELIVERY RESTAURANT AT 739A NORTH HIGHWAY 67**

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

WHEREAS, an application has been filed by Scott Rupp-Kids Enterprises, Inc d/b/a St Louis Pizza & Wings for the location and operation of a carry-out restaurant with delivery on the property known as 739A North Highway 67, and

WHEREAS, the Planning and Zoning Commission of the City of Florissant, at their meeting of February 19, 2002, has recommended that the said Special Use Permit be granted with stipulations, and

WHEREAS, due notice of a public hearing on said application to be held on the 25th day of March, 2002 at 8 00 P M by the Council of the City of Florissant was duly published, held and concluded, and

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

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

Section 1 A Special Use Permit is hereby granted to Scott Rupp-Kids Enterprises, Inc d/b/a St Louis Pizza & Wings for the location and operation of a carry-out restaurant with delivery at 739A N Highway 67

Section 2 The said Special Use 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

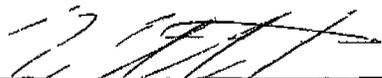
- (1) There shall be only carry-out and delivery services offered on the premises
- (2) The screening and location of the grease storage unit shall be approved by the Florissant Building Commissioner as per the ordinances of the City of Florissant
- (3) The holder of the Special Use Permit shall hire for delivery purposes only persons eighteen (18) years of age or older who have a current chauffeur's license or commercial driver's license

(4 ) The automobile liability insurance policies shall be maintained in accordance with the amount required by State Statutes

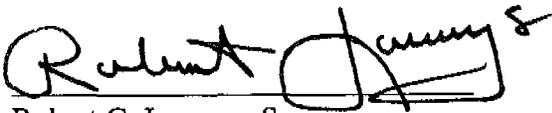
Section 3 When the named permittee discontinues the operation of said business, the Special Use Permit herein granted shall no longer be in force and effect

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

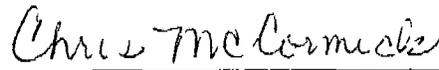
Adopted this 8th day of April, 2002

  
\_\_\_\_\_  
Mark Schmidt  
President of the Council  
City of Florissant

Approved this 9th day of April, 2002

  
\_\_\_\_\_  
Robert G Lowery, Sr  
Mayor, City of Florissant

ATTEST

  
\_\_\_\_\_  
Chris McCormick, City Clerk

## TRANSFER OF SPECIAL USE PERMIT

The undersigned hereby acknowledges receipt of a copy of Ordinance  
Number Ord 6678 which authorized a Special Permit:

TO: St. Louis Pizza & Wings

FOR: the operation of a carry-out/delivery restaurant

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

Cedric Powell

PRINT - NAME OF APPLICANT

C Powell

SIGNATURE OF APPLICANT

# TRANSFER OF SPECIAL PERMIT

AUTHORIZED BY ORDINANCE NUMBER (S) 6678

FROM Scott Rupp - Kidds Enterprises St Louis Pizza & Wings  
TO JIVE TURKEY EATS  
FOR Operation of a carry-out/delivery restaurant  
ADDRESS 739 A North Highway 67  
Ward 2 Zoning \_\_\_\_\_ Date Filed \_\_\_\_\_ Accepted By \_\_\_\_\_

## TRANSFER OF SPECIAL USE PERMIT PETITION

TO THE CITY COUNCIL OF THE CITY OF FLORISSANT:

1. Comes now Cedric Powell and states to the City Council that he (she) (they) has (have) the following legal interest in the property located at 739A North Highway 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

Cedric Powell  
Individual's Name

FOR:

Jive Turkey Eats 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

[Handwritten Signature]

ADDRESS

12601 Compton Ave # 3 St. Ann MO 63074

Telephone No.

314.412.1612

Email address

robert@stannmo.com

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

\_\_\_\_\_  
PETITIONER SIGNATURE

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

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

[Handwritten Signature]  
SIGNATURE OF OWNER

PROPERTY MANAGER, BIANCO PROPERTIES

c/o FPS OF ASSOCIATES, LLC

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 Cedric Powell

11364 Gardenview Ln #3 St. Ann MO 63074

Telephone numbers & email addresses 309-472-1612 cedric.weber@may1.com

Business name/address/phone Five Turkey Eats LLC

Photocopy of Corporation/LLC Articles and Certificate \_\_\_\_\_

Date of incorporation/LLC 9.3.2020

Copy of fictitious name registration, if applicable

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