

FLORISSANT CITY COUNCIL AGENDA

City Hall 955 rue St. Francois Monday, February 8, 2021 7:30 PM Karen Goodwin, MMC/MRCC



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

The public will be allowed to speak during "Hearing from Citizens" by attending via the Zoom link and typing your name and address in the "Chat" tab prior to or during that portion of the meeting. The public is also invited to submit written comments via email to kgoodwin@florissantmo.com prior to 3 pm on Monday, February 8, 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 February 8, 2020 to kgoodwin@florissantmo.com. Provided such comments comply with the City Code section 110.090, they will be read as a part of the public hearing for which the comment is addressed.
- Participate in the virtual meeting by offering comments when the public hearing is opened for that application. Participants will be prompted by the Council President after they submit their **name and address** in the "Chat" tab during that public hearing.

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

As a matter of precaution, the Zoom meeting ID number and Password will be made available at Florissantmo.com, on the City of Florissant Facebook page at https://www.facebook.com/Florissant.mo.us/, and on the bulletin board in the Lobby at City hall, at 6pm on Monday February 8, 2020. If you need additional assistance please contact the City Clerk at kgoodwin@florissantmo.com.

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

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL OF MEMBERS

III. APPROVAL OF MINUTES

• City Council Meeting minutes of January 25, 2021

IV. SPECIAL PRESENTATION

• Pershall Project – Ameren UE

V. HEARING FROM CITIZENS

VI. COMMUNICATIONS

VII. PUBLIC HEARINGS

None	
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VIII. OLD BUSINESS

A. BILLS FOR SECOND READING

9652	Ordinance to approve a final subdivision plat of "3170 N. Hwy 67" (Club Carwash) for the property located at 3170 N. Hwy 67.	2 nd Reading Siam

IX. NEW BUSINESS

A. BOARD APPOINTMENTS

B. REQUESTS

Trans SPU	Request to accept an application to transfer special use permit no.	Penuel Raj
(Ward9)	7321 from Ellis Denos to Penuel Raj Clement d/b/a Olympic Motor	Clement
Application	Co, LLC for the operation of a pre-owned car dealership located at	
	1760,1780 &1790 N. Hwy 67.	
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BILLS FOR FIRST READING

9655 Application	Ordinance to authorize an amendment to Special Use permit no. 7945 to allow for alterations to a ground sign located at 490 Howdershell.	
9656 Memo	Ordinance of the City of Florissant, Missouri, Amending Title II "Public Health, Safety and Welfare", Chapter 210 "Offenses", Chapter 213 "Nuisances", Article II "Weeds", by adding a new Section 213-075 "Invasive Non-Native, Exotic Plant Species declared a Public Nuisance"	Pagano
9657 Memo	Ordinance authorizing a transfer of \$1,500 from budget account no. 5-06-29010 "Building Maintenance/Course Supplies" to account no. 5-0631000 "Rentals/Other for the purpose of golf course maintenance.	Schildroth
9658 Memo	Ordinance authorizing an appropriation of \$4,940 from the Park Improvement Fund to budget account no. 09-5-09-61470 "Capital Additions-Park Improvement" for the purpose of repairing the gates at the dog park.	Schildroth
9659 Memo	Ordinance amending Title III of the Florissant City Code, Schedule III Table III-B "Two Way Stops" by adding "Barcelona at Parc Chateau".	Siam
9660	Ordinance authorizing a transfer of special use permit no. 7321 from Ellis Denos to Penuel Raj Clement d/b/a Olympic Motor Co, LLC for the operation of a pre-owned car dealership located at 1760,1780 &1790 N. Hwy 67.	Siam

X. COUNCIL ANNOUNCEMENTS

XI. MESSAGE FROM THE MAYOR

XII. ADJOURNMENT

THIS AGENDA WAS POSTED AT THE FLORISSANT CITY HALL AND ON THE CITY WEBSITE AT FLORISSANTMO.COM ON FEBRUARY 5TH, 2021 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, FEBRUARY 8TH, 2021.

CITY OF FLORISSANT



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COUNCIL MINUTES

January 25, 2021

Due to the Coronavirus (COVID-19) Pandemic, the Florissant City Council met in a virtual meeting through a Zoom platform on Monday, January 25, 2021 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: Siam, Harris, Manganelli, Eagan, Caputa, Schildroth, Mulcahy, Pagano and Parson. 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 Schildroth made a motion to amend the agenda with the removal of *Proclamations*, seconded by Eagan. Motion passed unanimously.

Councilman Eagan moved to approve the City Council Minutes of January 11, 2021, seconded by Siam. Motion carried.

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

The next item on the Agenda was Special Presentations.

Ryan Pierce, Traffic Operations Manager at St. Louis County Department of Transportation, stated along Howdershell/Shackelford Road the speed limit changes 5 times in a 6-mile stretch. The study was completed to come up with a more uniform speed limit of 40 miles per hour which will be safe and more manageable for drivers to follow. This study also considered the schools along the road which currently do not have school zones signs or flashers, though both would be added.

Councilmembers stated their concerns with the 40 mile per hour speed limit with many pedestrians crossing the roads to get to amenities and stores provided to residents. Mayor Lowery agreed

- with the council and stated 35 miles per hour would be more conducive to the residents in the area. The
 Mayor also thanked Ryan Pierce for completing the study along the road. Chief Fagan stated a large
 amount of resident complaints along Howdershell/Shackelford Road is the speeding of vehicles.
- 35 The next item on the Agenda was *Hearing from Citizens*.
- Marvin Tobias, 1829 Woodridge Lane, thanked the council members for allowing Ryan Pierce to present to make his presentation and Council members Parson, Harris, Mulcahy, and Siam for holding Ward meetings virtually.
- 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 21-01-002 for the request to approve a final subdivision plat of "3170 N. Hwy 67" (Club Carwash) for the property located at 3170 N. Hwy 67. The Chair declared the Public Hearing to be open.
- Eric Kirchner, Cochran Engineering, stated the address of 3170 N. Hwy 67 was assigned to the property by St. Louis County.
- Being no further comments, Councilman Siam moved to close the Public Hearing, seconded by Pagano. Motion carried.
 - The City Clerk reported that Public Hearing 21-01-003 for the request to authorize an amendment to Special Use permit no. 7945 to allow for alterations of a ground sign located at 490 Howdershell. The Chair declared the Public Hearing to be open.
 - Adrian Allen, Landmark Sign, stated the objection was to the addition of 24 inches of signage to the side closest to the main road and have now flipped the signage based on the objections.
 - Phil Lum, Building Commissioner, stated the main objections were the additional encroachment on the Howdershell Road front setback and preferred the location of the name to be on the top of the sign rather than on the side.
 - Councilman Eagan verified the adjustment of the sign to prevent the encroachment does not violate the setback issues with the change since the Planning and Zoning meeting.
- Being no citizens who wished to speak, Councilman Eagan moved to close the Public Hearing, seconded by Parson. Motion carried.
- The Chair stated that the next item on the agenda was Second Readings.
- 61 Councilman Siam moved that Bill No. 9649 an Ordinance to rezone the property located at 2895
- 62 N. Hwy 67 to B-5 Planned Commercial District to allow for the redevelopment of a new bank facility be

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- read for a second time, seconded by Schildroth. Motion carried and Bill No. 9649 was read for a second time. Councilman Siam moved that Bill No. 9650 be read for a third time, seconded by Mulcahy. Motion carried and Bill No. 9649 was read for a third and final time and placed upon its passage.
- On roll call the Council voted: Manganelli yes, Eagan yes, Caputa no, Schildroth yes, Mulcahy yes, Pagano yes, Parson yes, Siam yes, and Harris yes.
- Whereupon the Chair declared Bill No. 9649 to have passed and said Bill became <u>Ordinance No.</u>
 69 <u>8663.</u>
- Councilman Harris moved that Bill No. 9650 an Ordinance approving an amendment to the

 Community Development Block Grant (CDBG) 2019 Annual Action Plan for the City of Florissant,
- Missouri to include CDBG-CV Funding, account for HUD allowances via the Cares Act to prevent,
- 73 prepare for and/or respond to Covid-19 and authorizing and directing the Mayor to submit such plan to
- 74 <u>the United States Department of Housing and Urban Development</u> be read for a second time, seconded
- by Eagan. Motion carried and Bill No. 9650 was read for a second time. Councilwoman Pagano moved
- that Bill No. 9650 be read for a third time, seconded by Manganelli. Motion carried and Bill No. 9650
- 77 was read for a third and final time and placed upon its passage.
- On roll call the Council voted: Manganelli yes, Eagan yes, Caputa yes, Schildroth yes, Mulcahy yes, Pagano yes, Parson yes, Siam yes, and Harris yes.
- Whereupon the Chair declared Bill No. 9650 to have passed and said Bill became <u>Ordinance No.</u> 81 8664.
- The Chair stated that the next item on the agenda was *Board Appointments*.
- Councilman Schildroth moved to accept the Mayor's appointments of Anthony Cancila, 710 The
 Hamptons Lane, Town and Country, to the Economic Development Commission with a term expiring on
 1/25/2022. Seconded by Councilman Manganelli, motion carried and the appointment was made.
- Councilman Schildroth moved to accept the Mayor's appointments of Joseph Meyer, 985 St.

 Joseph Street, to the Economic Development Commission with a term expiring on 1/25/2024. Seconded
 by Councilman Manganelli, motion carried and the appointment was made.
- Councilman Schildroth moved to accept the Mayor's appointments of Kevin Kelly, 860 Boone Street, to the Economic Development Commission with a term expiring on 1/25/2023. Seconded by Councilman Manganelli, motion carried and the appointment was made.

92 Councilman Schildroth moved to accept the Mayor's appointments of Venus Martz, 39 Montauk 93 Drive, to the Economic Development Commission with a term expiring on 1/25/2023. Seconded by 94 Councilman Manganelli, motion carried and the appointment was made. 95 Councilman Schildroth moved to accept the Mayor's appointments of Gary Meyer, 983 Rue St. 96 Antoine, to the Economic Development Commission with a term expiring on 1/25/2024. Seconded by 97 Councilman Manganelli, motion carried and the appointment was made. 98 Councilman Schildroth moved to accept the Mayor's appointments of Jessica Berchtold, 101 99 Clark Street, to the Economic Development Commission with a term expiring on 1/25/2022. Seconded 100 by Councilman Manganelli, motion carried and the appointment was made. 101 Councilman Schildroth moved to accept the Mayor's appointments of Johnny Londoff, Jr., 501 102 Timberwyck, to the Economic Development Commission with a term expiring on 1/25/2023. Seconded 103 by Councilman Manganelli, motion carried and the appointment was made. 104 Councilman Schildroth moved to accept the Mayor's appointments of Mark Goldstein, 549 N. 105 Lafayette, to the Economic Development Commission with a term expiring on 1/25/2023. Seconded by 106 Councilman Manganelli, motion carried and the appointment was made. 107 Councilman Schildroth moved to accept the Mayor's appointments of David Beckham, 1335 108 Saint Denis Street, to the Economic Development Commission with a term expiring on 1/25/2022. 109 Seconded by Councilman Manganelli, motion carried and the appointment was made. 110 Councilman Schildroth moved to accept the Mayor's appointments of Joseph Davis, 1263 111 Chateau Woods, to the Economic Development Commission with a term expiring on 1/25/2022. 112 Seconded by Councilman Manganelli, motion carried and the appointment was made. 113 Councilman Schildroth moved to accept the Mayor's appointments of Rick Stevens, 11133 Dunn 114 Road, to the Economic Development Commission with a term expiring on 1/25/2024. Seconded by 115 Councilman Manganelli, motion carried and the appointment was made. 116 The Chair stated that the next item on the agenda was *Requests*. 117 Councilman Mulcahy moved to accept the application for a Request to approve a beer and wine 118 license for House of Jollof located at 503 Paul Avenue, seconded by Eagan. Motion carried. The beer 119 and wine license was approved. 120 The Chair stated that the next item on the agenda was *Resolutions*.

Councilman Eagan moved that Resolution 1025, "Resolution providing for the adoption of the

Missouri Local Government Employees Retirement System." be read for a second time, seconded by

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Schildroth. Motion carried, Resolution 1024 was read for a second time. Councilman Eagan made a motion for a third reading, seconded by Parson, motion carried and resolution 1025 was read for a third time. Before the final vote all interested persons were given an opportunity to be heard.

Being no persons who wished to speak, on roll call the Council voted: Parson yes, Siam yes, Harris yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth yes, Mulcahy yes, and Pagano yes. Motion carried Resolution 1025 passes.

The Chair stated that the next item on the agenda was *Bills for First Reading*.

Councilman Siam introduced Bill No. 9652 an <u>Ordinance to approve a final subdivision plat of "3170 N. Hwy 67" (Club Carwash) for the property located at 3170 N. Hwy 67</u> and said Bill was read for the first time by title only.

City Code, Schedule III Table III-B "Two Way Stops" by adding "St. Denis at Aubuchon and said Bill was read for the first time by title only. Councilman Mulcahy moved that Bill No. 9653 be read for a second time, seconded by Siam. Motion carried and Bill No. 9653 was read for a second time. Councilman Mulcahy moved that Bill No. 9653 be read for a third time, seconded by Manganelli. On roll call the Council voted: Parson yes, Siam yes, Harris yes, Manganelli yes, Eagan no, Caputa yes, Schildroth yes, Mulcahy yes and Pagano yes. Having received the unanimous vote of all members present Bill No. 9653 was read for a third and final time and placed upon its passage. Before the final vote all interested persons were given an opportunity to be heard.

Being no persons who wished to speak, on roll call the Council voted: Parson yes, Siam yes, Harris yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth yes, Mulcahy yes and Pagano yes. Whereupon the Chair declared Bill No. 9653 to have passed and said Bill became Ordinance No. 8665.

Councilman Schildroth introduced Bill No. 9654 an Ordinance amending appropriation ordinance no 8570 to include CDBG-CV funding and amend original project funding allocations to the Community Development Block (CDBG) funds for the 2019 fiscal year for the City of Florissant and said Bill was read for the first time by title only. Councilman Manganelli moved that Bill No. 9654 be read for a second time, seconded by Eagan. Motion carried and Bill No. 9654 was read for a second time. Councilman Manganelli moved that Bill No. 9654 be read for a third time, seconded by Caputa. On roll call the Council voted: Parson yes, Siam yes, Harris yes, Manganelli yes, Eagan no, Caputa yes, Schildroth yes, Mulcahy yes and Pagano yes. Having received the unanimous vote of all members present Bill No. 9654

Karen Goodwin, MPPA/MMC/MRCC

City Clerk

153 was read for a third and final time and placed upon its passage. Before the final vote all interested persons 154 were given an opportunity to be heard. 155 Being no persons who wished to speak, on roll call the Council voted: Parson yes, Siam yes, 156 Harris yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth yes, Mulcahy yes and Pagano yes. 157 Whereupon the Chair declared Bill No. 9654 to have passed and said Bill became Ordinance No. 8666. 158 The next item on the Agenda was Council Announcements. 159 Councilman Manganelli stated the residents of St. Patrick's Apartments called regarding an old 160 and torn American Flag, VFW Post 4105 was able to quickly respond, replace and dispose of the old flag 161 for the residents of the apartments. 162 Councilman Caputa reminded residents to lock up firearms and not to keep them in vehicles. 163 Councilman Schildroth informed residents the road project on Graham Road is nearing 164 completion and will be done in the next few weeks. 165 Councilman Mulcahy reminded Ward 6 residents of the upcoming virtual meeting via the Zoom 166 platform on Wednesday, January 27, 2021 at 7pm. 167 Councilman Parson stated the websites for vaccine pre-registration is open. 168 Councilman Siam reminded residents to wear masks, wash hands, social distance, and pre-169 registration is open to receive the vaccine through various hospitals in the area. 170 The next item was Mayor Announcements. 171 Mayor Lowery stated the city is currently in communication with various organizations regarding 172 the Valley of Flowers event and will have an answer regarding the event in the next few weeks. The 173 Valley of Flowers Committee is accepting applications for the Valley of Flowers 2021 Queen and Court 174 and will accept up to 25 applicants. The Council President stated that the next regular City Council Meeting will be Monday, February 175 176 8, 2021 at 7:30 pm. 177 Councilwoman Pagano moved to adjourn the meeting, seconded by Manganelli. Motion carried. 178 The meeting was adjourned at 8:28 p.m. 179 180 181 182

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185	The following	D:11		· +1 \ /
183	The following	Bills were	e signea ny	v ine wiavor:

186	Bill No. 9649	Ord. 8663
187	Bill No. 9650	Ord. 8664
188	Bill No. 9653	Ord. 8665
189	Bill No. 9654	Ord. 8666
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1 INTRODUCED BY COUNCILMAN SIAM 2 JANUARY 25, 2021 3 4 BILL NO. 9652 ORDINANCE NO. 5 6 AN ORDINANCE AUTHORIZING APPROVAL OF A FINAL 7 SUBDIVISION PLAT FOR THE PROPERTY LOCATED AT 3170 N. 8 HIGHWAY 67. 9 10 WHEREAS, Chapter 410 of the Florissant City Code, known as the Subdivision Ordinance, authorizes the subdivision of properties within the City; and 11 WHEREAS, an application has been filed by Favs Hwy 67 LLC requesting approval of 12 the Final Subdivision Plat for the property located at 3170 N. Highway 67; and 13 14 WHEREAS, the Planning and Zoning Commission of the City of Florissant, at their meeting of January 4, 2021, has recommended that said final subdivision plat be approved; and 15 16 WHEREAS, due notice of a public hearing no. 21-01-002 on said application to be held 17 on the 25th day of January, 2021 at 7:30pm by the Council of the City of Florissant was duly published, held and concluded; and 18 19 WHEREAS, the Council, following said public hearing, and after due and careful 20 consideration, has concluded that the approval of the subdivision plat would be in the best 21 interest of the City of Florissant. 22 23 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF 24 FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS: 25 26 Section 1: The Final Subdivision Plat for the property located at 3170 N. Highway 67 in 27 the City of Florissant, St. Louis County, Missouri a copy of which is attached hereto and made a 28 part hereof as if fully set out herein, is hereby approved. 29 Section 2: This ordinance shall become in full force and effect immediately upon its 30 passage and approval. Adopted this day of , 2021. 31 32 33 Keith Schildroth 34 35 President of the City Council 36 Approved this day of , 2021. 37 38 39 Timothy J. Lowery 40 41 Mayor 42 ATTEST: 43 Karen Goodwin, MPPA/MMC/MRCC 44

City Clerk



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, virtually via the Zoom platform, on Monday, January 25, 2021 at 7:30 p.m. on the following proposition:

To approve a final subdivision plat of "3170 N Highway 67 (Club Carwash)" for the property located at 3170 N Highway 67. 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 email kgoodwin@florissantmo.com.

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

FLORISSANT PLANNING & ZONING COMMISSION APPLICATION



City Of Florissant – Public Works 314-839-7648
"Preserve and improve the health, safety, and welfare of our residents, businesses and the general public in the City of I foressant, while at the same time maintaining property values and improving the quality of life in the City of I foressant."

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

Please Print neatly or Type the Following Information Property Address: 3180 N Hwy 67 Property Owners Name: Favs Hwy 67 LLC Phone/email: Property Owners Address: 600 Emerson Sta Suite 210 St. Louis, MO 63141 Business Owners Name: Club Carwash Operating, LLC Phone/email: 573-999-5178 1213 Old Hwy 63, Ste. 101; Columbia, MO 65201 Business Owners Address: DBA (Doing Business As) N/A Co. Name: Cochran Authorized Agents Name: Lauren Doll (Authorized Agent to Appear Before The Commission) Phone/email: 636-332-4574 Agents Address: 8 East Main St Request Approval of the Commission to subdivide Lot 1A of the Lowes Rec. Lot 1 Resubdivision, in order to create a new lot. State complete request (print or type only). IF A TRAFFIC STUDY IS REQUIRED FOR CERTAIN DEVELOPMENTS AND USES THE COST OF THE TRAFFIC STUDY SHALL BE PAID BY THE APPLICANT. PLEASE SUBMIT FOLDED PLANS 11-30. Applicant's Signature OFFICE USE ONLY COMMISSION ACTION TAKEN: DATE APPLICATION REVIEWED 12 ANNING & ZONING Planning & Zoning Application Page 1 of 1 - Revised 7/15/15

SIGN.

MEMORANDUM



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CITY OF FLORISSANT- BUILDING DEPARTMENT

"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."

Date: December 29, 2020

Applicant

File

Todd Hughes, P.E.

Deputy City Clerk

Director Public Works

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To:

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From: Philip E. Lum, AIA-Building Commissioner c:

Subject: Request Recommended Approval of a Final Plat for 3170 N Highway 67 (Club Carwash) in an existing 'B-5' Zoning District.

STAFF REPORT CASE NUMBER PZ-010421-3

I. PROJECT DESCRIPTION: The request before the commission is for Recommended Approval of a Final Plat located at 3170 N Highway 67 in an existing 'B-5' Zoning District. This site is already re-zoned to a 'B-5' Planned Commercial District, to allow for the redevelopment of a tunnel car wash. Drawings include the Proposed Final Plat.

II. EXISTING SITE CONDITIONS:

The existing property at 3170 N. Highway 67 Club Carwash is a lot within the site of the former Lowe's of 1,08 acres.

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III. SURROUNDING PROPERTIES:

The adjacent property to the North is 3200 N. Highway 67 in a 'B-5' and 'B-3' District. Properties to the West are 14070 New Halls Ferry in a B-3 District and 3160 N. Highway 67 in a 'B-5' District. The adjacent property to the East is 3184 N highway 67 Lowe's Retention areas in a 'B-5' District. The properties to the South include 3175 Cross Keys

in a B-3 District, 3205 and 3202 Cross Keys Dr. for Cross Keys Apartments in an 'R-6'

Zoning District.

IV. STAFF ANALYSIS:

A recommendation from the Commission is required per 410.020 of the Zoning Code:

3. "Final plat.

- a. After all public or common use improvement plans have been approved by the Director of Public Works, the petitioner shall submit two (2) copies of the final plat for review and approval. The Director of Public Works will review the final plat for conformity to the requirements of the subdivision and zoning ordinances and with current engineering practice and shall complete the applicable portion of the administrative review form. If the final plat does not comply with all requirements, one (1) copy will be returned, with deficiencies noted, for correction and resubmittal. Should more than one (1) resubmittal be required, an additional application fee will be charged.
- b. Upon approval of the final plat by the Director of Public Works, the petitioner shall submit the original of the final plat, fully signed and executed by all parties having a legal interest in the property, including mortgage holders, together with twenty-one (21) copies of the approved final plat. The date shown on the plat shall be the date of approval by the Director of Public Works. The original of the plat shall be on tracing cloth (linen), drafting film (mylar) or equivalent material suitable for recording and permanent recordkeeping.

c. The petitioner shall also submit with the original of the approved final plat the following:

A copy of the indentures, if any, containing deed restrictions and establishing trusts, unless
these items are set out in full text on the final plat. If separate indentures are to be recorded,
they shall be referenced by notes on the final plat. If no indentures pertain to the subdivision,
this fact shall be noted on the final plat.

2) A certificate from St. Louis County showing that all taxes due have been paid.

3) A set of plans for each type of building to be constructed in the subdivision, including floor plans, elevations, color scheme, materials of construction, landscaping and siting of the buildings on the lots. Such plans must be sufficient to allow review of the structural and landscaping improvements proposed against the standards of good architecture, civic design, the character of the neighborhood, and the requirements of all other ordinances of the City of Florissant. When the petitioner intends to sell improved lots in all or part of the subdivision without buildings erected thereon, he/she may certify this intent in writing in lieu of this requirement.

 A letter from the local postmaster approving the names of the proposed streets and the proposed system of addresses along such streets.

- 5) A letter from the St. Louis County Recorder's office approving the proposed name of the subdivision.
- 6) A completed and executed land subdivision surety bond, escrow agreement or certificate of completion of all required improvements as required by Sections 410.050(8)(a) and 410.050(8)(b).
- 7) A completed and executed water main agreement, if the subdivision is to be served by the City of Florissant Water Company, or proof that water lines and hydrants have been or will be installed and maintained by another public utility in conformance with Sections 410.050(8)(c)(10) or 410.050(8)(c)(11).

d. No final plat shall be placed on the agenda for review by the Planning and Zoning Commission until all above items have been received by the Director of Public Works. Upon receipt of the required documentation, the final plat shall be placed upon the next available agenda for consideration by the Planning and Zoning Commission.

e. The Planning and Zoning Commission may recommend approval, approval with conditions or disapproval of the proposed final plat. If the Commission recommends approval with conditions and the conditions are acceptable to the petitioner, the petitioner shall make any necessary changes in the final plat and shall resubmit the original and twenty-one (21) copies of the revised plat to the Director of Public Works for verification that the conditions required have been incorporated. The date of the revisions shall be shown on the plat. The Commission may require that the revised final plat be resubmitted for their review, or they may elect to allow the plat to be

presented to the City Council directly after verification of the revisions by the Director of Public Works.

- f. The recommendation of the Commission shall be noted on the original plat over the signatures of both the Chairman and the Secretary of the Commission. The original plat shall then be forwarded to the City Council for their consideration.
- g. Upon the issuance of a recommendation by the Planning and Zoning Commission, the City Council shall set a public hearing on such final plat provided that the petitioner has deposited funds with the City Clerk sufficient to cover the anticipated cost of advertising such public hearing. If no recommendation has been made by the Planning and Zoning Commission within sixty (60) days of the first (1st) meeting of the Commission to consider such final plat, the petitioner may request the City Council to set a public hearing on such final plat by filing a written request thereof with the City Clerk together with any required deposit to cover the anticipated costs of advertising such public hearing. Upon receipt of such written request and the deposit for advertising costs, the City Council shall set a public hearing and in the absence of a recommendation from the Planning and Zoning Commission, the Planning and Zoning Commission shall be deemed to have made a recommendation of approval.
- h. At least fifteen (15) days' notice of such public hearing shall have been published in a legal newspaper of general circulation within the City of Florissant giving the time, date, place and purpose of such hearing, but no public hearing shall be commenced until the petitioner has provided payment for the notice of publication of such public hearing. If such payment is not provided by the petitioner within sixty (60) days of submission of a bill thereto, the petition shall be deemed abandoned and the request for public hearing withdrawn.
- i. Upon enactment of an ordinance approving a final plat, the City Clerk shall certify such enactment on the face of the original plat and shall return the plat to the petitioner for recording. Two (2) copies of the final plat, with the book and page where recorded noted thereon, shall be filed with the City Clerk after recording. No building permits shall be issued for any subdivision until said two (2) copies of the recorded plat have been filed with the City Clerk."

per 410.030 of the Zoning Code: Information Required on Plats.

B. Final Plat. The final plat shall show:

- 1. The boundary lines of the area being subdivided with accurate distances and bearings; all U.S. survey, section, township and range lines.
- 2. All proposed and existing streets and alleys with their widths and names.
- 3. The outboundary dimensions of any property which is offered for dedication for public use.
- 4. The boundaries of all adjoining lands and all adjacent streets and alleys with their widths and names.
- 5. All lot lines and an identification system for all lots and blocks.
- 6. Building lines and easements provided for public use, services or utilities with figures showing their dimensions.
- 7. All dimensions, both linear and angular, necessary for locating boundaries of subdivisions, lots, streets, alleys, easements for building lines and of any other areas for public or private use; the linear dimensions are to be expressed in feet and decimals of a foot.
- 8. Radii, arcs, points of tangency and radii for all rounded corners.
- 9. All survey monuments and bench marks, together with their descriptions.
- 10. Name of subdivision and location of property subdivided with regard to township, range and section, U.S. survey; points of compass, scale of plan and name of owner or owners.
- 11. Certification by a registered land surveyor that the plat represents a survey made by him/her; that all the necessary survey monuments are correctly shown thereon; and that all lots shown have the required minimum area.
- Also impressed thereon, and affixed thereto, the personal seal and signature of the registered land surveyor by whom, or under whose authority and direction, the plat was prepared in conformance with Missouri Revised Statutes. The seal and signature should be in substantially the following form:

	I,, Missouri Land Surveyor, do hereby certify that this plat is a correct representation of a survey made by me on the day of, 20, at the request of for the purpose of subdividing said tract into lots as shown.
	LAND SURVEYOR'S SEAL
	Surveyor's Name. L.S. Number
148 149 150 151 152	12. Private restrictions and trusteeships and their periods of existence. Should such restrictions and trusteeships be filed as a separate instrument, reference to such instrument shall be made on the plat. Plats shall contain proper acknowledgments of owners and holders of deeds of trust.
153	V. STAFF RECOMMENDATIONS:
154	The Final Plat was reviewed and approved by the City Engineer as part of the process and
155	as a condition required prior to submission for recording. Staff recommends the
156	Subdivision as submitted and any additional requirements the Commission would
157	entertain regarding this development.
158	
159	Suggested Motion
160	I move to recommend approval the final plat as presented, per the Final Plat drawing
161	attached and recommend that the Final Plat be forwarded for consideration by the City
162	Council.
163	(end report and suggested motion)

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

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

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

THENCE, SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST, A DISTANCE OF 201.23 FEET TO A

THENCE, SOUTH 89 DEGREES 43 MINUTES 00 SECONDS WEST, A DISTANCE OF 174.32 FEET TO A

THENCE, NORTH 00 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 14.50 FEET TO A

THENCE, SOUTH 89 DEGREES 43 MINUTES 00 SECONDS WEST, A DISTANCE OF 84.00 FEET TO A POINT ON THE WEST LINE OF THE AFOREMENTIONED LOT 1A;

THENCE, ALONG SAID WEST LINE, NORTH 00 DEGREES 07 MINUTES 29 SECONDS EAST, A DISTANCE OF 146.96 FEET BACK TO THE POINT OF BEGINNING AND THIS TRACT OF LAND CONTAINING APPROXIMATELY 49,575 SQUARE FEET OR 1.138 ACRES, MORE OR LESS.

PREPARED FOR: CLUB CAR WASH OPERATING, LLC 1213 OLD HWY 63, STE. 101; COLUMBIA, MO 65203

RECORD PLAT

THE RESUBDIVISION OF LOT 1A OF THE RESUBDIVISION OF LOT 1 OF LOWES SUBDIVISION

A TRACT OF LAND BEING PART OF LOT 1A OF THE RESUBDIVISION OF LOT 1 OF LOWES SUBDIVISION PLAT BOOK 363 PAGE 422, ST. LOUIS COUNTY, MISSOURI

OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED OWNER(S) OF THE TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S STATEMENT, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS RECORD PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "THE RESUBDIVISION OF LOT 1A OF THE RESUBDIVISION OF LOT 1 OF LOWES SUBDIVISION".

THE UNDERSIGNED HEREBY DEDICATES ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, TO MISSOURI AMERICAN WATER, ST. LOUIS METROPOLITAN SEWER DISTRICT, AT&T, AMEREN UE, SPIRE ENERGY, AND CHARTER COMMUNICATIONS COMPANY, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND REPAIRING OF PUBLIC UTILITIES AND SEWER

THE AREA, AS SHOWN HATCHURED HEREON, IS HEREBY ESTABLISHED AS A CROSS ACCESS EASEMENT FOR THE OWNERS OF LOT 1C OF THIS PLAT, THEIR SUCCESSORS AND ASSIGNS AND THE OWNERS OF THE REMAINDER OF LOT 1A OF THE RESUBDIVISION OF LOT 1 OF LOWES SUBDIVISION, THEIR SUCCESSORS AND ASSIGNS; PURSUANT AND SUBJECT TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS DATED _____, 2020 RECORDED OF EVEN DATE HEREWITH BY FAVS HWY 67 LLC.

THE 14.5' LANDSCAPE EASEMENT, SHOWN HEREON, IS HEREBY GRANTED TO THE LOT OWNERS OF LOT 1C OF "THE RESUBDIVISION OF LOT 1A OF THE RESUBDIVISION OF LOT 1 OF LOWES SUBDIVISION", THEIR SUCCESSORS AND ASSIGNS, THIS EASEMENT SHALL BE FOR THE PURPOSE OF LANSCAPING AND SHALL BE KEPT FREE OF ANY PERMANENT SITE IMPROVEMENTS.

THE 10' WATERLINE EASEMENT, SHOWN HEREON, IS HEREBY GRANTED TO THE LOT OWNERS OF LOT 1C, THEIR SUCCESSORS AND ASSIGNS, AND MISSOURI AMERICAN WATER, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTEREST MAY APPEAR FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND REPAIRING UTILITIES SERVICING LOT 1C OF THIS PLAT.

THE BUILDING SETBACK LINES SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED.

ALL LOTS OF "THE RESUBDIVISION OF LOT 1A OF THE RESUBDIVISION OF LOT 1 OF LOWES SUBDIVISION", AS SHOWN HEREON, ARE SUBJECT TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FILED IN BOOK _____ PAGE ____ OF THE RECORDER OF DEEDS OFFICE, ST. LOUIS COUNTY, MISSOURI.

ALL TAXES WHICH ARE DUE AND PAYABLE AGAINST THIS PROPERTY HAVE BEEN PAID IN FULL.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED OUR CORPORATE SEAL THIS ______ DAY OF _____ OF 2020.

FAVS HWY 67 LLC BY: BAMBOO EQUITY PARTNERS, LLC, ITS MANAGER

BY: (SIGN NAME) _____ BY: (PRINT NAME) <u>DEJAN (DAN) DOKOVIC</u> TITLE: MANAGER

NOTARY FOR: FAVS HWY 67 LLC STATE OF) SS COUNTY OF

ON THIS THE _____ DAY OF _____, 2020, BEFORE ME APPEARED DEJAN (DAN) DOKOVIC, TO ME KNOWN AND WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE MANAGER OF BAMBOO EQUITY PARTNERS, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AS MANAGER OF FAVS HWY 67 LLC, A DELAWARE LIMITED LIABILITY AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND SAID MANAGER ACKNOWLEDGED SAID INSTRUMENT TO BE THEIR FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN IN THE STATE AND COUNTY AFORESAID.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC:

THIS RECORD PLAT HAS BEEN REVIEWED AND APPROVED BY THE DEPARTMENT OF PUBLIC WORKS AND THE CITY CLERK IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 410.020.B, MAJOR SUBDIVISON PROCEDURE, OF CHAPTER 410, SUBDIVISION.

SIGNATURE: _____ DIRECTOR OF PUBLIC WORKS

SIGNATURE: CITY CLERK

CITY OF FLORISSANT, MISSOURI

- 1. BEARINGS ARE BASED ON THE NORTHWESTERN LINE OF LOT 1A OF THE RESUBDIVISION OF LOT 1 OF LOWES, AS RECORDED IN PLAT BOOK 363 PAGE 422 OF THE ST. LOUIS COUNTY RECORDS.
- 2. THIS RECORD PLAT, AS SHOWN HEREON, MEETS OR EXCEEDS THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND MEETS THE ACCURACY REQUIREMENTS FOR AN URBAN CLASS PROPERTY. AS DEFINED THEREIN.
- 3. SURVEY DIMENSIONS SHOWN HEREON ARE SURVEYED AND RECORD, UNLESS (S)- DENOTES SURVEYED INFORMATION GATHERED BY COCHRAN DURING THE MONTH OF JUNE 2020.
- (R)- DENOTES RECORD INFORMATION DERIVED FROM AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY COCHRAN DATED JULY 2020.
- 4. THIS RECORD PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY THE LAND
- 5. THE PURPOSE OF THIS RECORD PLAT IS TO CREATE LOT 1C, A 49,575 SQUARE FOOT OR 1.138 ACRE, MORE OR LESS.
- 6. FLOOD ZONES:

THIS SITE FALLS WITHIN UNSHADED ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN; NO BASE FLOOD ELEVATIONS DETERMINED. PER FIRM, FLOOD INSURANCE RATE MAP, FOR ST. LOUIS COUNTY, MISSOURI AND INCORPORATED AREAS, MAP NUMBER 29189C0066K, MAP REVISED DATE OF FEBRUARY 04, 2015. FLOOD ZONES ARE DETERMINED

- 7. UTILITIES HAVE NOT BEEN SHOWN FOR THIS RECORD PLAT, UTILITIES MAY EXIST, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN. THE CONTRACTOR/EXCAVATOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION AND/OR EXCAVATION. FOR INFORMATION CONCERNING THE LOCATIONS OF UTILITIES, CONTACT: MISSOURI ONE CALL: 1-800-DIG-RITE.
- 8. THIS SITE IS SERVED BY:

WATER - MISSOURI AMERICAN WATER CO. SEWER - ST LOUIS METROPOLITAN SEWER ELECTRIC - AMEREN MISSOURI ELECTRIC GAS - SPIRE MO EAST

TELEPHONE - ATT DISTRIBUTION FIBER-OPTIC - ADB COMPANIES, CHARTER COMMUNICATIONS, MODOT ST LOUIS DISTRICT, MCI.

PROFESSIONAL, WHOSE SIGNATURE AND PERSONAL SEAL APPEARS HEREON ASSUMES RESPONSIBILITY FOR WHAT APPEARS ON THIS PAGE AND DISCLAIMS (PURSUANT TO RSMO 327.411.3) ANY RESPONSIBILITY FOR ALL OTHER PLANS. SPECIFICATIONS, ESTIMATES, REPORTS, OR THEIR DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OF THE PROJECT TO WHICH THIS PAGE REFERS.

SURVEYOR'S STATEMENT

THIS IS TO STATE THAT AT THE REQUEST OF CLUB CAR WASH OPERATING, LLC, COCHRAN HAS PERFORMED A PROPERTY BOUNDARY SURVEY AND A RECORD PLAT TO BE KNOWN AS "THE RESUBDIVISION OF LOT 1A OF THE RESUBDIVISION OF LOT 1 OF LOWES SUBDIVISION" OF A TRACT OF LAND BEING PART OF LOT 1A OF THE RESUBDIVISION OF LOT 1 OF LOWES SUBDIVISION, PLAT BOOK 363 PAGE 422 OF THE ST. LOUIS COUNTY RECORDS.

THE RESULTS OF SAID PROPERTY BOUNDARY SURVEY AND RECORD PLAT ARE AS SHOWN HEREON AND DO MEET OR EXCEED THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

M. ENGINEERING, LLC (D.B.A. COCHRAN) LS 2005011846 D JAMES R. PARK JR., PLS MISSOURI LS 2000147868 FOR COCHRAN



RE

SEPT 18, 2020

Packet Page 19 of 11

North Office

8 East Main Street
8 East Main Street
8 East Main Street
9 636–327–0760 (fax)
9 wentaville, Missouri 63385 wentmail@cochraneng.com
9 Civil Engineering
9 Land Surveying
9 Architecture
1 Site Development
1 General Consulting
9 Master Planning

THE RESUBDIVISION OF LOT 1A OF THE UBDIVISION OF LOT 1 OF LOWES SUBDIVISION FILDRISSANT MISSOLIBI

PLAT

STATE:

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M19 - 7730

1 2 3	INTRODUCED BY COUNCILMAN EAGAN FEBRUARY 8, 2021
4 5	BILL NO. 9655 ORDINANCE NO.
6 7 8 9	ORDINANCE TO AUTHORIZE AN AMENDMENT TO SPECIAL USE PERMIT NO. 7945 TO ALLOW FOR ALTERATIONS OF A GROUND SIGN LOCATED AT 428-490 HOWDERSHELL.
10 11	WHEREAS, the Florissant Zoning Ordinance authorizes the City Council of the City of
12	Florissant, by Special Use Permit, after public hearing thereon, to permit the location of a
13	shopping center pole sign; and
14	WHEREAS, the Florissant City Council initially granted Special Use permit no. 7945 to
15	Mo Mangal d/b/a Kabul V Commercial Properties LLC for the installation of a shopping center
16	pole sign; and
17	WHEREAS, an application has been filed by Mo Mangal d/b/a Kabul V. Commercial
18	Properties to amend the Special Use Permit authorized by ordinance no. 7945; and
19	WHEREAS, the Planning and Zoning Commission of the City of Florissant at their
20	meeting of January 1, 2021 has recommended that the Special Use Permit amendment for
21	modifications to a ground sign be denied; and
22	WHEREAS, due notice of public hearing no. 21-01-003 on said application to be held on
23	the 25th day of January, 2021 at 7:30 P.M. by the Council of the City of Florissant was duly
24	published, held and concluded; and
25	WHEREAS, the Council, following said public hearing, and after due and careful
26	consideration, has concluded that the granting of an amendment to the Special Use Permit
27	authorized by Ordinance No. 7945, as hereinafter provided, would be in the best interest of the
28	City of Florissant and will not adversely affect the health, safety, morals and general welfare of
29	the City.
30 31 32	NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:
33	Section 1: Special Use Permit No. 7945 is hereby amended to allow for modifications to
34	a ground sign according to the attached plans.
35	Section 2: When the named permittee discontinues the operation of said business, the
36	Special Use Permit herein granted shall no longer be in force and effect.

BILL. NO. ORDINANCE NO.

1	Section 3: This ordinance shall become in force and effect immediately upon its passage
2	and approval.
3	Adopted thisday of, 2021.
4	
5	
6	Keith Schildroth
7	President of the Council
8	City of Florissant
9	
10	Approved this day of, 2021.
11	
12	
13	Timothy J. Lowery
14	Mayor, City of Florissant
15	
16	ATTEST:
17	
18	
19	Karen Goodwin, MPPA/MMC/MRCC
20	City Clerk

CITY OF FLORISSANT

Public Hearing



In accordance with 405.310 of the Florissant Zoning Code a Public Hearing will be held by the City Council of Florissant, MO. virtually via the Zoom platform, on Monday, January 25, 2021 at 7:30 P.M. on the following proposition:

To authorize an amendment to Special Use Permit, Ord.

No. 7945, to allow for alterations of a ground sign at 490

Howdershell, in a 'B-3' Extensive Business District. 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 email kgoodwin@florissantmo.com.

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."

N. Chambia a salamia camata	2 - 1 2 - 1 2 7
PLANNING & ZONING ACTION	Council Ward 3 Zoning B-3
RECOMMEND DENU	AL Initial Data Parisianas Filed
PLANNING & ZONING	Initial Date Petitioner Filed Building Commissioner to complete
CHAIRMAN	ward, zone & date filed
RIGH. S BA	TE: 1-1121
	ret san.
Statement of what per	mit 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 428-490 Howdershell Re	d
Address of property.	
1) Comes Now Mo Mangal	Kabul V Center Commercial Properties LLC
	ration, state as such. If applicable include DBA (Doing Business As)
	ion that he (she) (they) has (have) the following legal interest in the state of Missouri, as described on page 3 of this petition.
Legal interest in the Property) Prop mgr.	
State legal interest in	n the property. (i.e., owner of property, lease). I or lease or letter of authorization from owner to seek a special use.
	perty herein described is presently being used for the deed restrictions for the property do not prohibit the use which
would be authorized by said Permit.	
	he) (she) are submitting a detailed site plan of the proposed or se of all structures, off-street parking, and all other information sed necessary by the Building Commissioner.
Special Use Permit Application Page 1 of 5—Revised 7/15/15	

- 4) The petitioner(s) further state(s) that (he) (she) (they) shall comply with all of the requirements of the City of Florissant, including setback lines and off- street parking.
- 5) The petitioner (s) further (represent (s) and warrants (s) that they (he) (she) has (have) not made any arrangement to pay any commission gratuity or consideration, directly or indirectly to any official, employee or appointee of the City of Florissant, with respect to this application.
- 6) The petitioner(s) further state (s) that the Special Use Permit is sought for the following purposes, and no other, as listed in detail, all activities sought to be covered by the permit (i.e.; operation of a business, approval of building and/or site plans (preliminary and / or final), plan approval for signage, etc.):
- 7) The petitioner (s) state (s) the following factors and reason to justify the permit: (If more space is needed, separate sheets maybe attached)

Mo Mangal Mo Mangal / momangal@gmail.com
PRINT NAME SIGNATURE email and phone
FOR Kabul V Center Commercial Properties LLC

(company, corporation, partnership)

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

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

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

ADDRESS 119 Church St. Suite 124 Ferguson, MO 63135

STREET CITY STATE ZIP CODE

TELEPHONE / EMAIL 314.398.6344 momangal@gmail.com

BUSINESS

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

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

Signature of Petitioner authorizing an agent

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

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

Special Use Permit Application Page 2 of 5- Revised 7/15/15

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.

Type of Operation: Individual	Partnership	Corporation LLC
(a) If an individual:		
(1) Name and Add	ress	
(2) Telephone Nur	nber	
(3) Business Addre	ess	
(4) Date started in	business	
(5) Name in which	business is operated if different	from (1)
(6) If operating una and a copy of t		name and date registered with the State of Missouri,
(b) If a partnership:		
(1) Names & addre	esses of all partners	
(2) Telephone num	ibers	
(3) Business addre	ss	
(4) Name under wl	hich business is operated	
(5) If operating una and a copy of t		the name was registered with the State of Missouri,
(c) If a corporation:		
(1) Names & addre	esses of all partners	
(2) Telephone num	ibers	
(3) Business addre	SS	
(4) State of Incorp	oration & a photocopy of incorpo	oration papers
(5) Date of Incorpo	oration	
(6) Missouri Corpo	orate Number	
(7) If operating un and a copy of r	der fictitious name, provide the n	ame and date registered with the State of Missouri,
(8) Name in which	business is operated	
(9) Copy of latest is in a strip cen Information.	Missouri Anti-Trust. (annual regi tter, give dimensions of your space	istration of corporate officers) If the property location ce under square footage and do not give landscaping

Special Use Permit Application Page 3 of 5- Revised 7/15/15 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 Villa Del Cresta S	Shopping Cer	ter
Address 428-490 Howde		
Property Owner Kabul V C	enter Comme	rcial Properties LLC
Location of property Florissa		
Dimensions of property		
Property is presently zoned B3	Requ	ests Rezoning To
Proposed Use of Property		
Type of Sign Street Sign	4	Height 217 inches
Type of Construction		Number Of Stories
Square Footage of Building 30,	000	Number of Curb Cuts 3
Number of Parking Spaces 170		_ Sidewalk Length
Landscaping: No. of Trees		Diameter
No. of Shrubs	Size_	
Fence: Type	Length	Height

PLEASE SUBMIT THE FOLLOWING INFORMATION ON PLANS OR DRAWINGS:

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

Special Use Permit Application Page 4 of 5- Revised 7/15/15

PROVIDE LEGAL DESCRIPTION OF PROPERTY PERTAINING TO THIS PETITION

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

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

PROVIDE LOCATION MAP SHOWING AREA INVOLVING THIS PETITION Provide a drawing of a location map showing the nearest major intersection.

	OFFICE USE ONLY
Date Application reviewed	
STAFF REMARKS:	
	La Company
	04 = = (0

Building Commissioner or Staff Signature

Special Use Permit Application Page 5 of 5- Revised 7/15/15

1

MEMORANDUM



CITY OF FLORISSANT

"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."

6 7

Planning and Zoning Commissioners

Date: December 29, 2020

8 9

From: Philip E. Lum, AIA-Building Commissioner

cc:

Todd Hughes, PE-

Director of Public Works

Deputy City Clerk Applicant

File

12 13 14

15

16

10

11

Subject:

Request recommended approval to amend a Special Use, ordinance no. 7945, to

allow for changes to a ground sign at 428-490 Howdershell, located in a 'B-3'

Extensive Business District.

17 18 19

STAFF REPORT CASE NUMBER PZ-010421-4

20 21 22

Subject:

Request recommended approval to amend a Special Use, ordinance no. 7945, to

allow for changes to a ground sign at 428-490 Howdershell, located in a 'B-3'

Extensive Business District.

I. PROJECT DESCRIPTION:

The petition is for an amendment to the sign by amending the provisions of ordinance no. 7945.

27 28 29

30

31

II. EXISTING SITE CONDITIONS:

The existing property at 428-490 Howdershell is in a 'B-3' Zoning District. The site is a formerly Villa Del Cresta- Shopping Center and has multiple tenants. The site is

predominantly paved.

32 33 34

35

36

The subject property contains a strip center of 35,580 square feet and has separation walls between tenants. The U-shaped strip center building is aluminum and glass storefront with recent façade improvements. The tenants are allowed canopy mounted vinyl letter

signage areas above the canopy fascia.

37 38 39

The tenant sign will be subject to a wall sign area limitation of 40 s.f.

There are 169 parking spaces off street parking in front of the shopping center, with a parking ratio of 4 spaces per 1000 s.f., the parking requirement to be in compliance to code is 35,580/1000x4=142 required. Therefore the number of parking is compliant.

III. SURROUNDING PROPERTIES:

The properties to the East are residences in an 'R-4' District, it is also bounded by the street to the South and North also in a 'B-3' District along Howdershell. The property across Howdershell is in a 'B-3' District.

IV. STAFF ANALYSIS:

The proposal includes a refacing of post sign to become a ground sign. The 18 foot tall Post Sign is located in proximity to the front property line from Howdershell but within the front setback along the side street Florland, so the post sign does not meet the code for location and therefore, this location was approved for by ordinance no. 7945, as such locations are stated under city code section 520.090

520.090 Post Signs

[Code 1980 §23-9; CC 1990 §5-199]

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

 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.

Similarly, a ground sign location or size may be considered under the provisions of a Special Use Permit, per

Section 520.050 Ground Signs.

[Code 1980 §23-5; CC 1990 §5-195; Ord. No. 6704, 6-10-2002]

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

B. Letters, Figures, Etc. All letters, figures, characters or representations in cut-out, irregular form,

maintained in conjunction with, attached to or superimposed upon any sign, which shall be safely and

securely built or attached to the sign structure, shall comply with all the requirements of this Article.

 C. Height. It shall be unlawful to erect any ground sign whose total height is greater than twenty-five (25) feet above the level of the street upon which the sign faces or above the adjoining ground level if such ground level is above the street level; however, such sign or signs may be erected and maintained to a total height of forty (40) feet upon approval by a majority of the Planning and Zoning Commission,

subject to conditions and restrictions deemed appropriate by the Planning and Zoning Commission and as otherwise required by this Article.

D. Location. No ground sign shall be nearer than two (2) feet to any other sign, building or structure. No ground sign shall be nearer the street than the building line established by law. Ground signs are prohibited in shopping centers and all existing ground signs in a shopping center shall be removed by July 31, 1973; however, a special permit authorizing the location of a ground 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

Therefore, it is staff opinion that the location may be amended as shown, safety considerations apply.

The sight triangle of the sign location is not violated, generally at least 15 feet from the curb so that a vehicle is not fully concealed by the sign on the apron. The location shown is about 3 feet closer to the curb, dimensioned on the sign package as 28.43 feet.

The sign will be end up about 12 feet from the right-of-way instead of 15 feet as depicted in ord. no. 7945.

VI. STAFF RECOMMENDATIONS:

Suggested Motion for recommended approval to amend a Special Use, ordinance no. 7945, to allow for changes to a ground sign at 428-490 Howdershell, located in a 'B-3' Extensive Business District.

I move to make recommended approval to amend the provisions of a Special Use, ordinance no. 7945, to allow for changes to a ground sign at **428-490 Howdershell**, located in a 'B-3' Extensive Business District. Per the attached drawings and the following additional requirements:

- Minor change to legal description: The property description shall be known as described in the attached recorded easement deed dated January 21, 1980.
- 2. Change Section 1, to read: A Special Permti si hereby granted to Kabul V Commercial Properties LLC for a ground sign in accordance with the attached sign package by Landmark Sign Company dated 12/22/2020 on the property described as 429-490 howdershell, Florissant, MO. All other signage shall comply with the City of Florissant sign ordinance.

3. PROJECT COMPLETION.

Construction shall start within 60 days of the issuance of building permits, and the structure shall be completed in accordance with the plans within 180 days from start of construction.

(end report and suggested motion)

SPECIAL USE FILE COPY

		•
1	INTRODUCED BY COUNCILMAN EAGAN	
2	JANUARY 14, 2013	
4	BILL NO. 8878 ORDINANCE NO. 7945	
5		
7	AN ORDINANCE AUTHORIZING A SPECIAL PERMIT TO MO MANGAL	
8	D/B/A KABUL V COMMERCIAL PROPERTIES LLC FOR THE	
9	INSTALLATION OF SHOPPING CENTER POLE SIGN FOR THE	
10	PROPERTY LOCATED AT 428-490 HOWDERSHELL RD, FLORISSANT, MISSOURI.	
12	MISSOCKI.	
13		
14	WHEREAS, the Florissant Zoning Ordinance authorizes the City Council of the City of	
15	Florissant, by Special Permit, after public hearing thereon, to permit the location and	
16	maintenance of pole signs in the City of Florissant; and	
17	WHEREAS, an application has been filed by Mo Mangal d/b/a Kabul V. Commercia	1
18	Properties LLC for the installation of a shopping center pole sign located at 428-490)
19	Howdershell Rd; and	
20	WHEREAS, the Planning and Zoning Commission of the City of Florissant at their	r
21	meeting of November 5, 2012 has recommended approval of a Special Permit; and	
22	WHEREAS, due notice of a public hearing on said application to be held on the 26th o	f
23	November, 2012 at 7:30 P.M. by the Council of the City of Florissant was duly published, held	i
24	and concluded; and	
25	WHEREAS, the Council, following said public hearing, and after due and carefu	1
26	consideration, has concluded that the issuance of a Special Permit for a pole sign would be in	1
27	the best interest of the City of Florissant.	
28		
29		7
30	FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:	
31	Section I: A Special Permit is hereby granted to Kabul V. Commercial Properties LLC	7
32		
33	for a pole sign in accordance with the attached site plan on the property described as 428-49)
21	Howdershall Pd Floriesant Missouri	

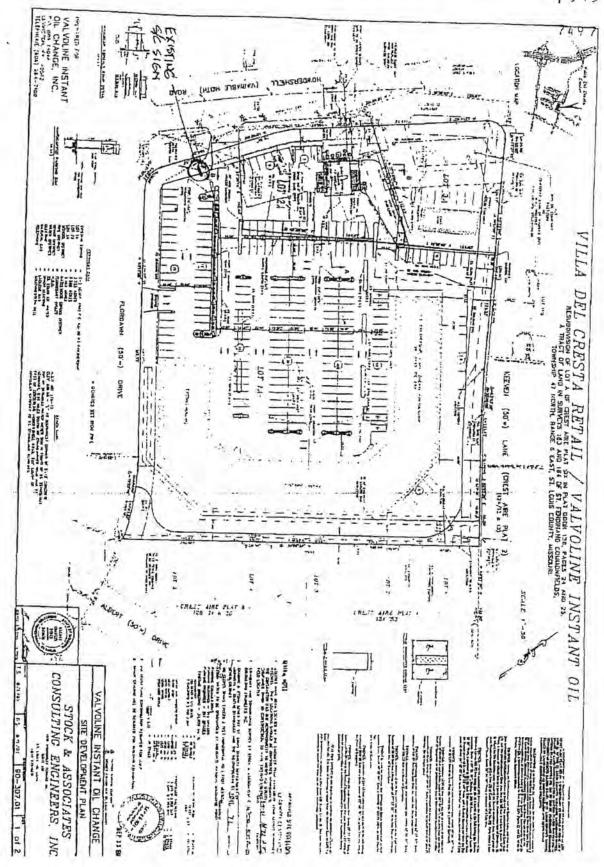
35	Section 2: This ordinance shall become in force and effect immediately upon its passage
36	and approval.
37	
38	Adopted this 2 day of Juneay, 2012.
39	and a financial in the second
40	1/2-10-02
41	1000
42	Vaith Sabildwell
43	Keith Schildroth President of the Council
44	riesident of the Council
45	11: 29 1 5 70 110 6 2012
46	Approved this 29 day of JANNAP, 2012.
47	$A \circ A$
48	(Alberta / A A
49	The same of the sa
50	Thomas P. Schneider
51	Mayor, City of Florissant
52	
53	ATTEST:
54 55	K -4
55	4 Klid
56	Karen Goodwin, MMC/MRCC
57	City Clerk
58	
59	

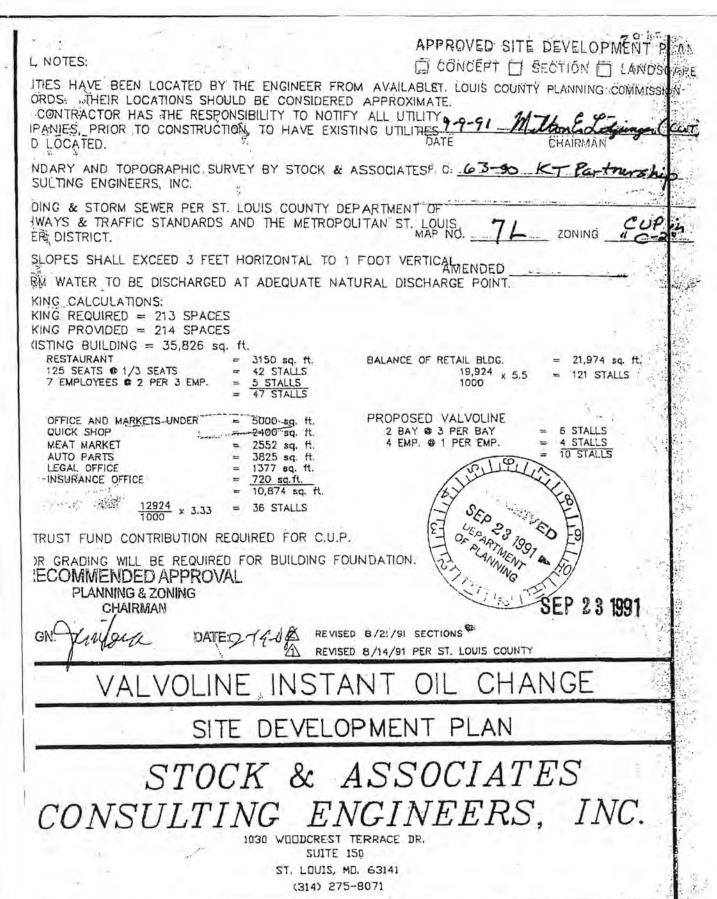
14-607-8750 HIMAL CLINIC FOR LEASE Mario's Pizza

Frye DATE: 11/5%. RECOMMENDED APPROVAL PLANNING & ZONING CHARMAN

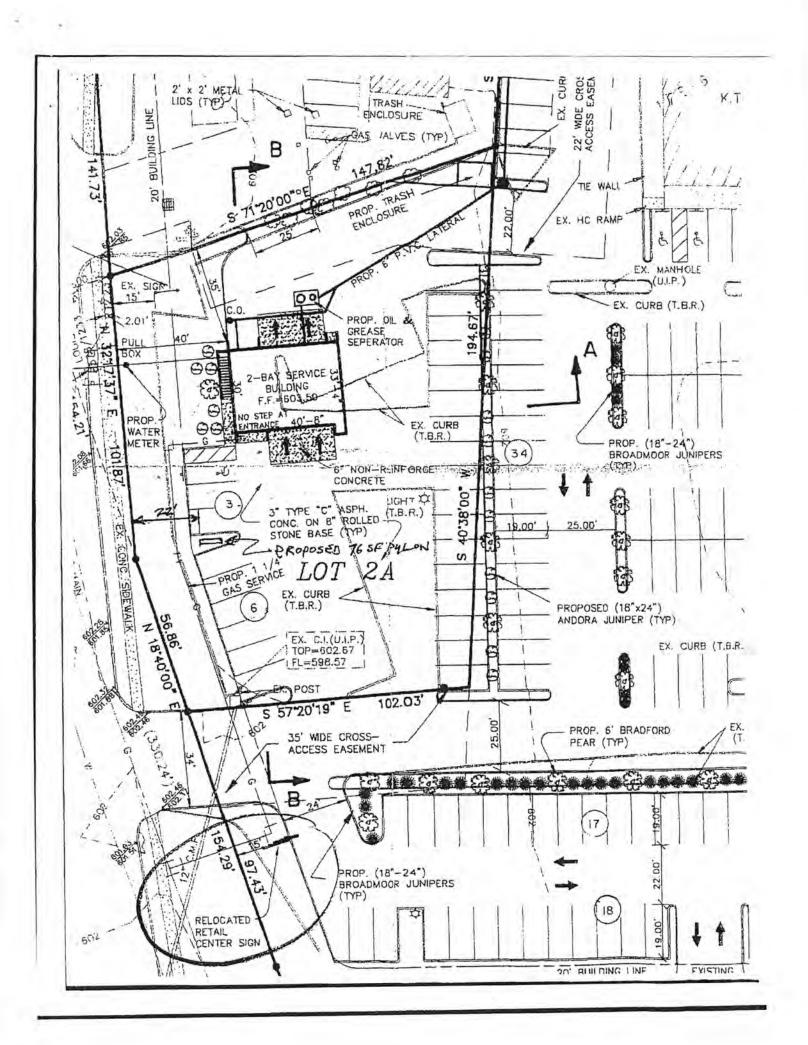
7945

For 24 Business
3 acrylic sheets on
one side & 3 on the other side
this is a 15×10' double sided internally
illuminated box sign with fluorescent white
bulbs as needed.
Sign is to be placed on the site of an existing
sign. Customer is responsible for all electrical work
and permits. Sign construction will be done to city
and landlord specifications.



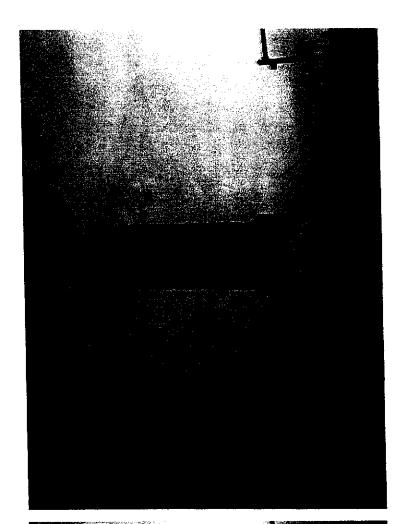


H BY: DATE: CHECKED BY: DATE: JOB NUMBER: SHEET:



1 2	INTRODUC JANUARY	CED BY COUNCILMAI 14, 2013	N EAGAN	
3 4	BILL NO.	8878	ORDINANCE NO.	7945
5 6 7 8 9 10 11 12	D/B/A INST PROF	KABUL V COMP ALLATION OF SH	RIZING A SPECIAL PERMIT TO MO MAN MERCIAL PROPERTIES LLC FOR OPPING CENTER POLE SIGN FOR IT 428-490 HOWDERSHELL RD, FLORISS	THE THE
13 14	WH	EREAS, the Florissant	Zoning Ordinance authorizes the City Council	of the City of
15	Florissant,	by Special Permit, a	fter public hearing thereon, to permit the	location and
16	maintenanc	e of pole signs in the Ci	ity of Florissant; and	
17	WH	EREAS, an application	has been filed by Mo Mangal d/b/a Kabul V	. Commercial
18	Properties	LLC for the installa	ation of a shopping center pole sign locate	ed at 428-490
19	Howdershe	ll Rd; and		
20	WH	IEREAS, the Planning	and Zoning Commission of the City of Flor	rissant at their
21	meeting of	November 5, 2012 has	recommended approval of a Special Permit; an	nd
22	WF	IEREAS, due notice of	a public hearing on said application to be held	l on the 26 th of
23	November,	, 2012 at 7:30 P.M. by t	the Council of the City of Florissant was duly p	published, held
24	and conclu	ded; and		
25	WH	IEREAS, the Council,	following said public hearing, and after du	ue and careful
26	considerati	on, has concluded that	the issuance of a Special Permit for a pole signature	gn would be in
27	the best int	terest of the City of Flor	issant.	
28				
29 30 31			TIT ORDAINED BY THE COUNCIL OF TONTY, MISSOURI, AS FOLLOWS:	THE CITY OF
32	See	ction 1: A Special Perm	nit is hereby granted to Kabul V. Commercial	Properties LLC
33	for a pole	sign in accordance wit	h the attached site plan on the property descri	bed as 428-490
34	Howdersh	ell Rd., Florissant, Miss	ouri.	

33	Section 2: This ordinance shall become in force and effect immediately upon its passage
36	and approval.
37	
38	Adopted this 2 day of January, 2012.
39	
40	1/000 1000
41	let held
42	Keith Schildroth
43	President of the Council
44	
45	
46	Approved this 29 day of JANNACY, 2012.
47	
48	
49 50	Marine ()
50 51	Thomas P. Schneider
51 52	✓ Mayor, City of Florissant
53	ATTEST:
54	ATTEST:
55	Acolor de la companya della companya
56	Karen Goodwin, MMC/MRCC
57	City Clerk
58	y
59	



HIMAL CLINIC

CHINA WOM

Villa Del Cresta

ECOR REMIX

CABANCE

MEATS

Mario's Pizza

14-607-8750

FOR LEASE

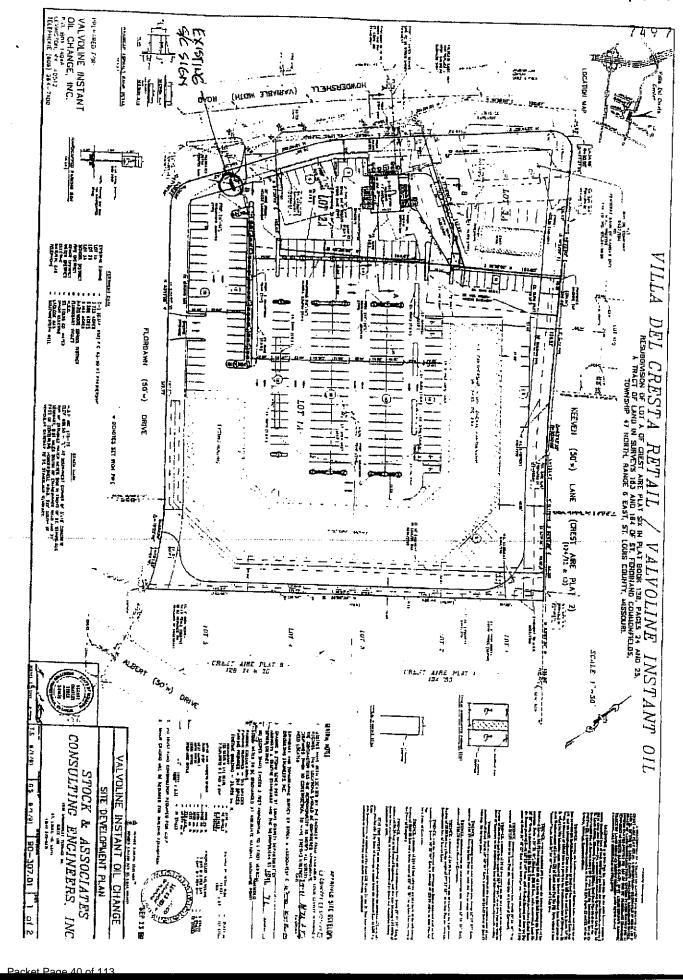
For 24 Business
3 acrylic sheets on
one side & 3 on the other side
this is a 15×10' double sided internally
illuminated box sign with fluorescent white
bulbs as needed.

Sign is to be placed on the site of an existing sign. Customer is responsible for all electrical work and permits. Sign construction will be done to city and landlord specifications.

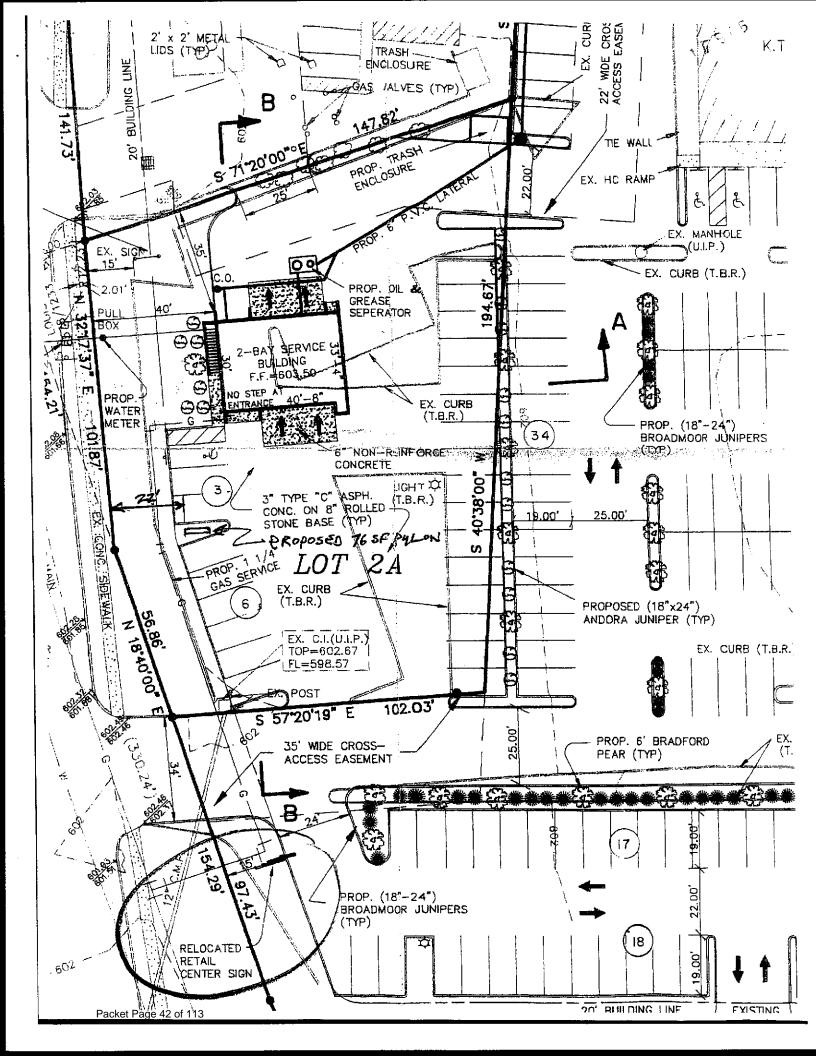
RECOMMENDED APPROVAL PLANNING & ZONING CHAIRMAN

SIGHT pack trye DATE: 11/5/12

45



	APPROVED SITE DEVELOPMENT PON
L, NOTES:	CONCEPT SECTION LANDSTARE
THES HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILADED STATE LOCATIONS SHOULD BE CONSIDERED APPROXICATION TO HAVE EXISTING UTILID LOCATED.	ABLET. LOUIS COUNTY PLANNING COMMISSION IMATE.
NDARY AND TOPOGRAPHIC SURVEY BY STOCK & ASSOCIAT SULTING ENGINEERS, INC.	ESP. C. 63-90 KT Partnership
DING & STORM SEWER PER ST. LOUIS COUNTY DEPARTMENT WAYS & TRAFFIC STANDARDS AND THE METROPOLITAN ST. ER DISTRICT.	MAP NO. 7L ZONING CUP
SLOPES SHALL EXCEED 3 FEET HORIZONTAL TO 1 FOOT VE	RTICAL
WATER TO BE DISCHARGED AT ADEQUATE NATURAL DIS	AMENDED
KING CALCULATIONS: KING REQUIRED = 213 SPACES KING PROVIDED = 214 SPACES (ISTING BUILDING = 35,826 sq. ft.	OF RETAIL BLDG. = 21,974 sq. ft. 19,924 x 5.5 = 121 STALLS
QUICK SHOP 2400 sq. ft. 2 BA	SED VALVOLINE Y © 3 PER BAY = 6 STALLS P. © 1 PER EMP. = 4 STALLS = 10 STALLS SEP 29 1991 SEP 29 1991 SEP 29 1991
OR GRADING WILL BE REQUIRED FOR BUILDING FOUNDATION SECOMMENDED APPROVAL PLANNING & ZONING CHAIRMAN	SEP 23 1991
GN CANGUL DATE: 776 & REVISED B/21/91	
	PER ST. LOUIS COUNTY
VALVOLINE INSTANT	OIL CHANGE
SITE DEVELOPMEN	IT PLAN
STOCK & ASS	
CONSULTING ENGIN	
1030 WOODCREST TERRACE D SUITE 150	K. Tarakan da kacamatan da kacam Barakan da kacamatan da kacamata
ST. LDUIS, MD. 63141 (314) 275-8071	
N BY: DATE: CHECKED BY: DATE: JOB NUMBER: Packet Page 41 of 113	707 04 1 - £ 0



CONTACT: MO MANGAL, OWNER

PHONE: 314-607-8750 EMAILI: MOMANGAL@GMAIL.COM

DESCRIPTION OF WORK: REFURBISH SIGN - 162" X 217.5" OVERALL SIZE - WE WILL USE EXISTING TENANT PANELS

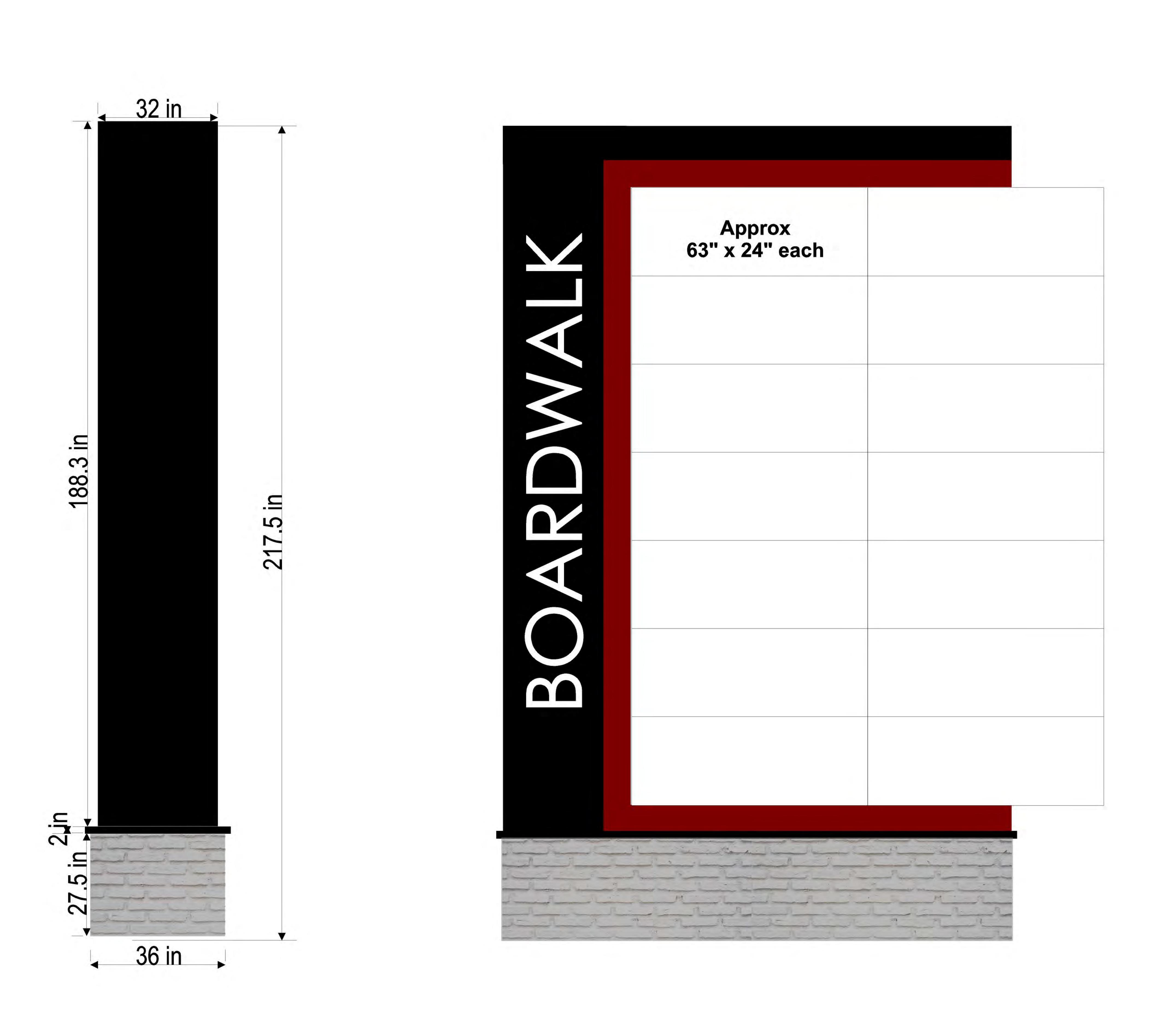
"C" SHAPED MONUMENT RE-SKIN WITH ROUTED ALUMINUM LETTERS BACKED WITH WHITE PLEX LED LIGHTED PAINTED 2 COLORS (FINAL PAINT COLORS TO MATCH BUILDING) WITH FAUX BRICK PAINTED GRAY - TO MATCH BUILDING

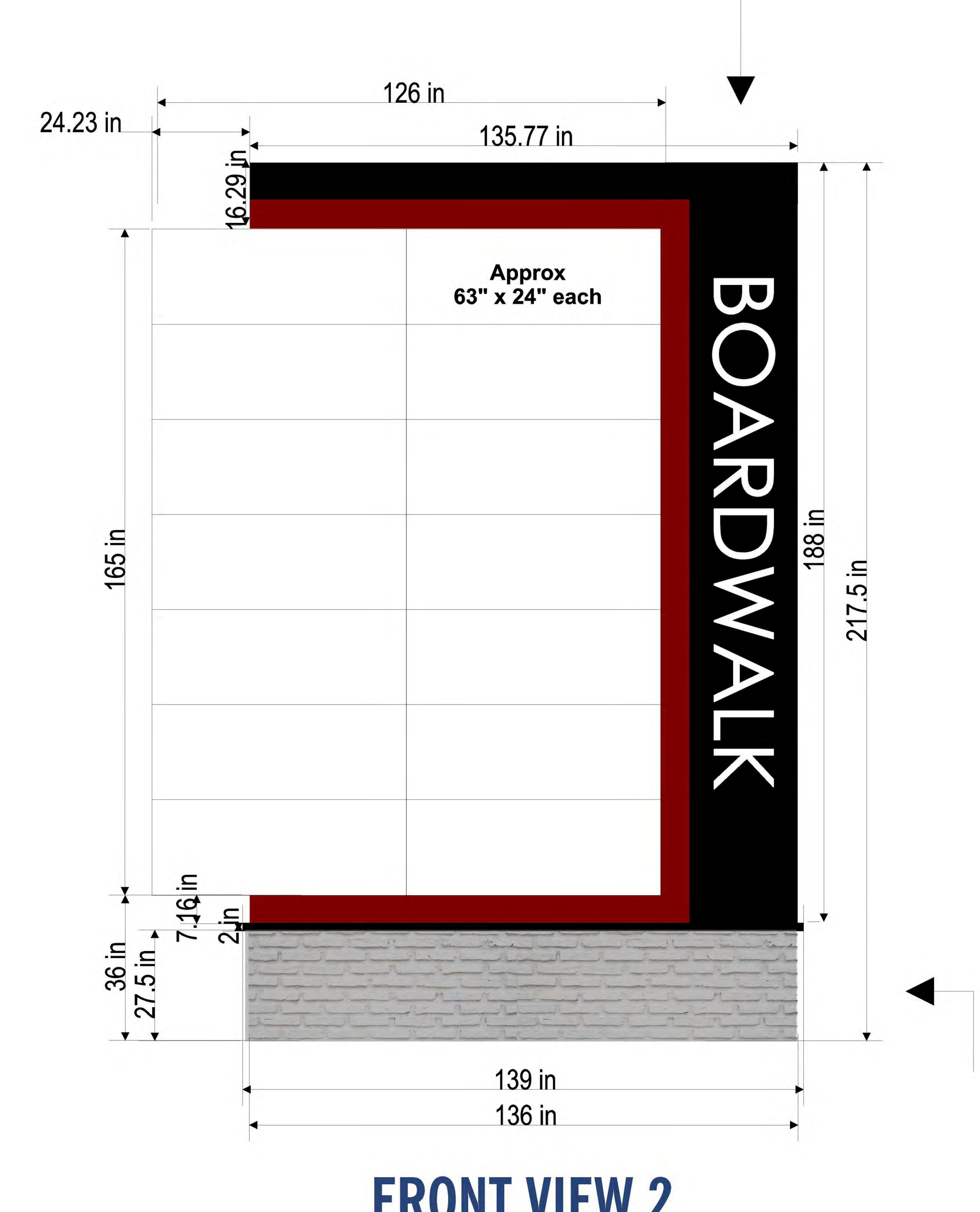
LED CONVERSION ADDED TO EXISTING PORTION OF SIGN

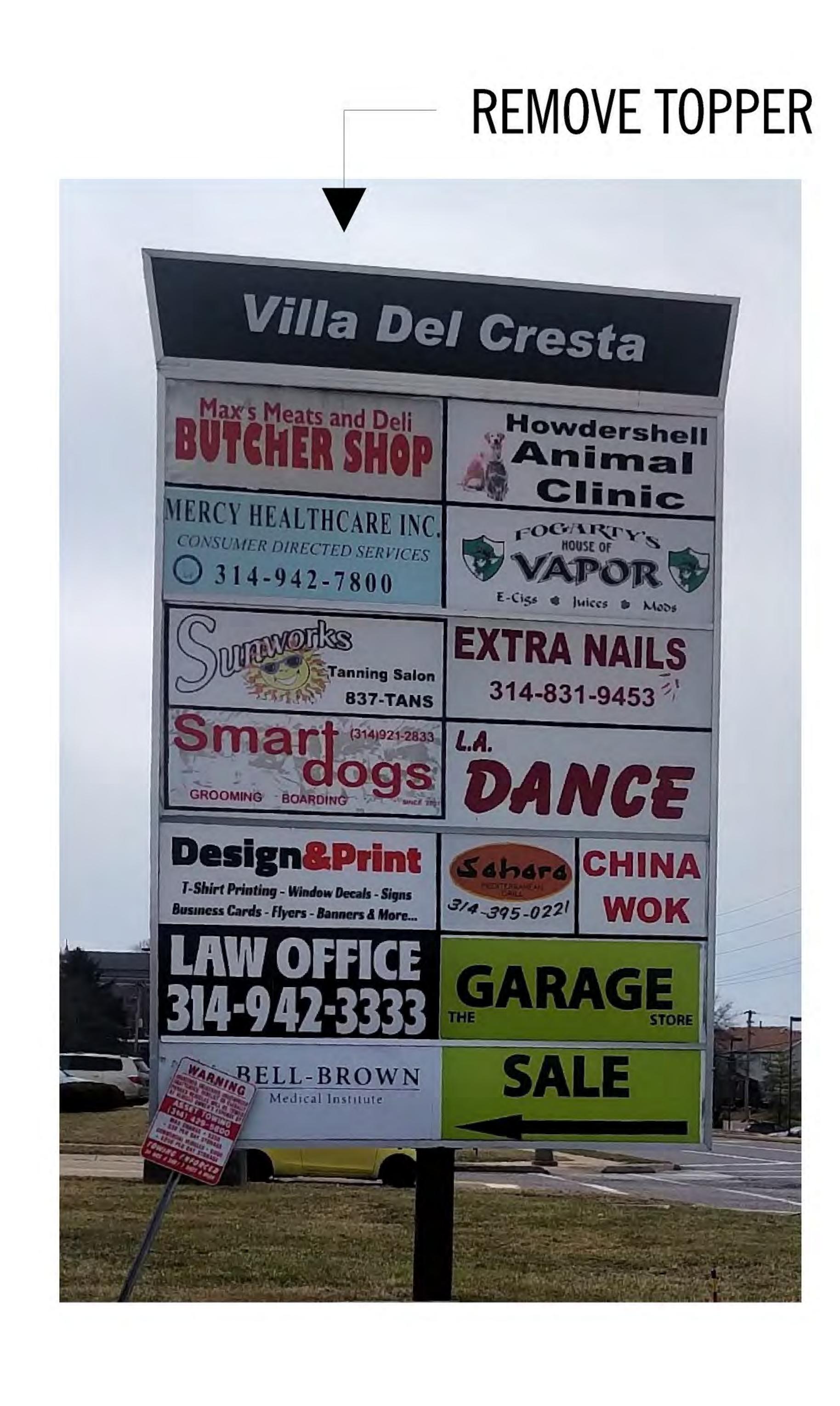
IMPORTANT: THIS DRAWING IS PROPERTY OF LANDMARK SIGN COMPANY AND HAS BEEN PREPARED FOR YOUR VIEWING ONLY. THIS PROPERTY MAY NOT BE RE-PRODUCED OR DUPLICATED WITHOUT WRITTEN PERMISSION OF LANDMARK SIGN COMPANY OR THROUGH PURCHASE

INSTALL ADDRESS: 490 Howdershell Rd., Florissant, MO 63031









COLOR MATCH GRAY BRICK ON BUILDING

PR00F DATE: 1-5-21

FRONT VIEW 1

DESIGNER: BECCA JOHNSON

REVISION #: V-2

SIGNATURE

DATE:

APPROVED AS IS

COLOR MATCH DARK RED ON BUILDING

★ NOTE: APPROVAL IS NEEDED BEFORE PRODUCTION / FABRICATION CAN BEGIN. ★ COLORS OF PRINTED PROOF AND ELECTRINIC PROOF MAY VARY FROM ACTUAL COLORS OF COMPLETED SIGNS.

APPROVED WITH NOTED CHANGES REVISE AND RESUBMIT

GOMPANY.

SALES PERSON: ADRIAN ALLEN

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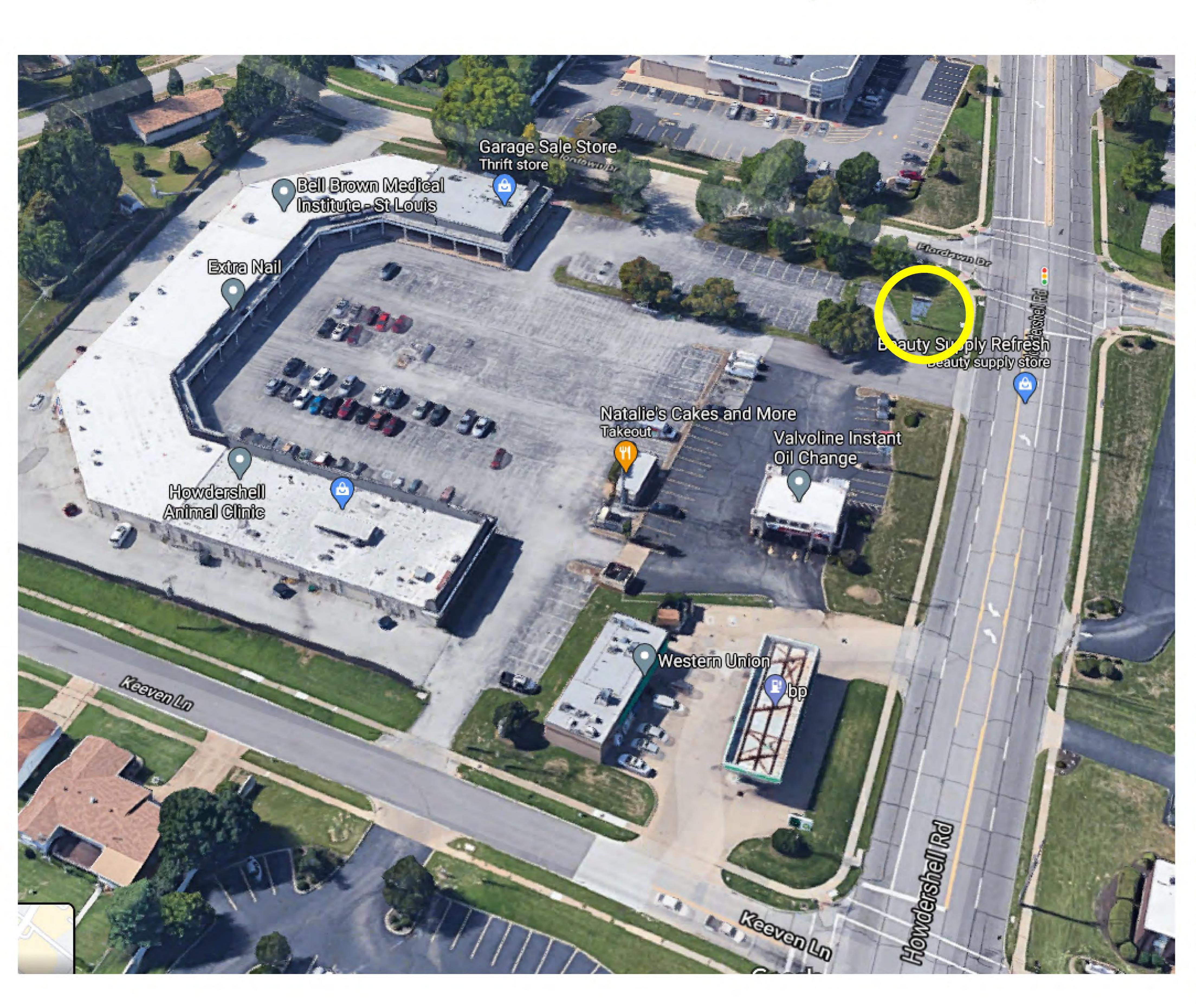
CONTACT: MO MANGAL, OWNER

PHONE: 314-607-8750 EMAILI: MOMANGAL@GMAIL.COM

DESCRIPTION OF WORK: REFURBISH SIGN - 162" X 217.5" OVERALL SIZE - WE WILL USE EXISTING TENANT PANELS "C" SHAPED MONUMENT RE-SKIN WITH ROUTED ALUMINUM LETTERS BACKED WITH WHITE PLEX LED LIGHTED PAINTED 2 COLORS (FINAL PAINT COLORS TO MATCH BUILDING) WITH FAUX BRICK PAINTED GRAY - TO MATCH BUILDING

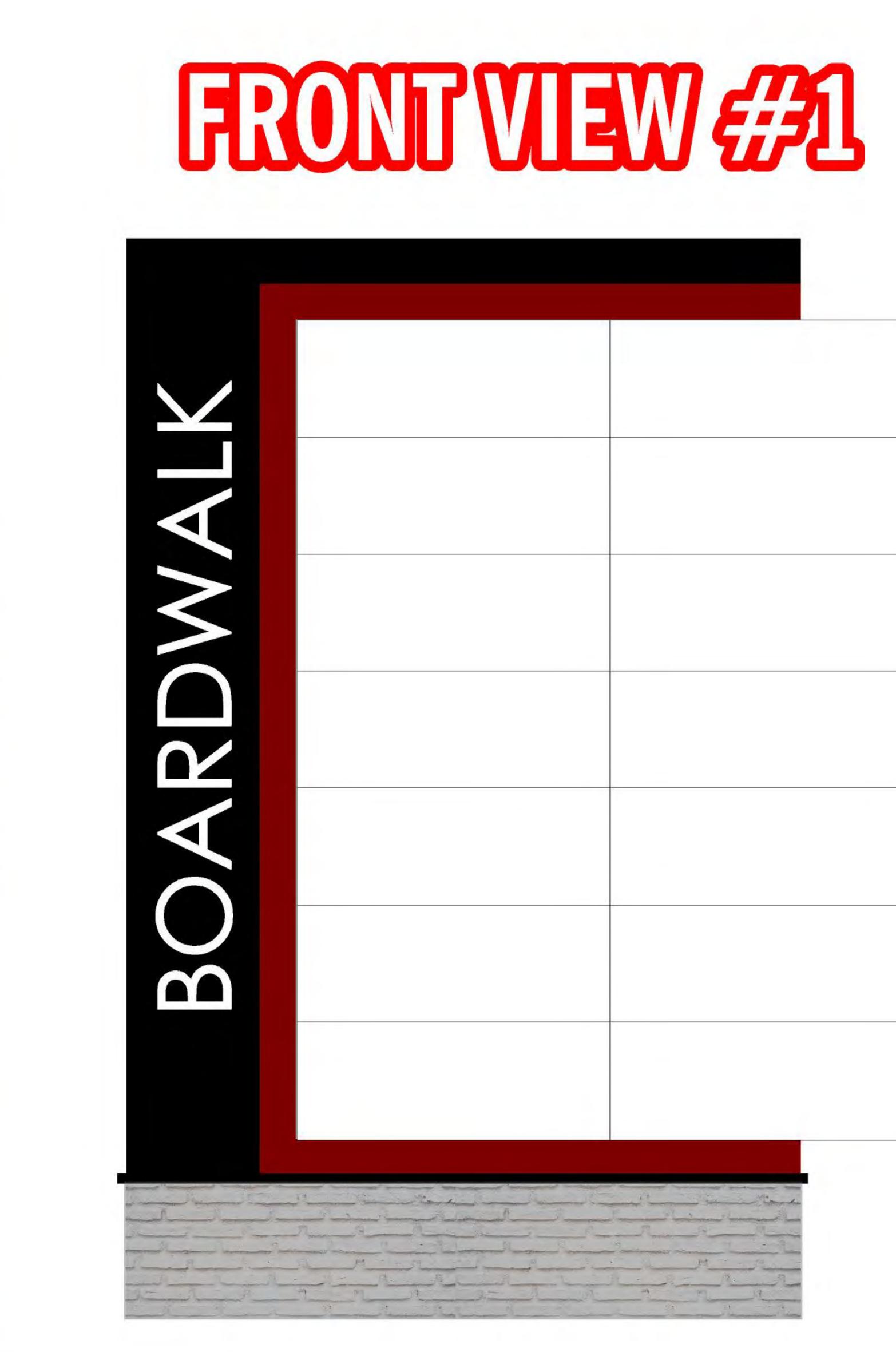
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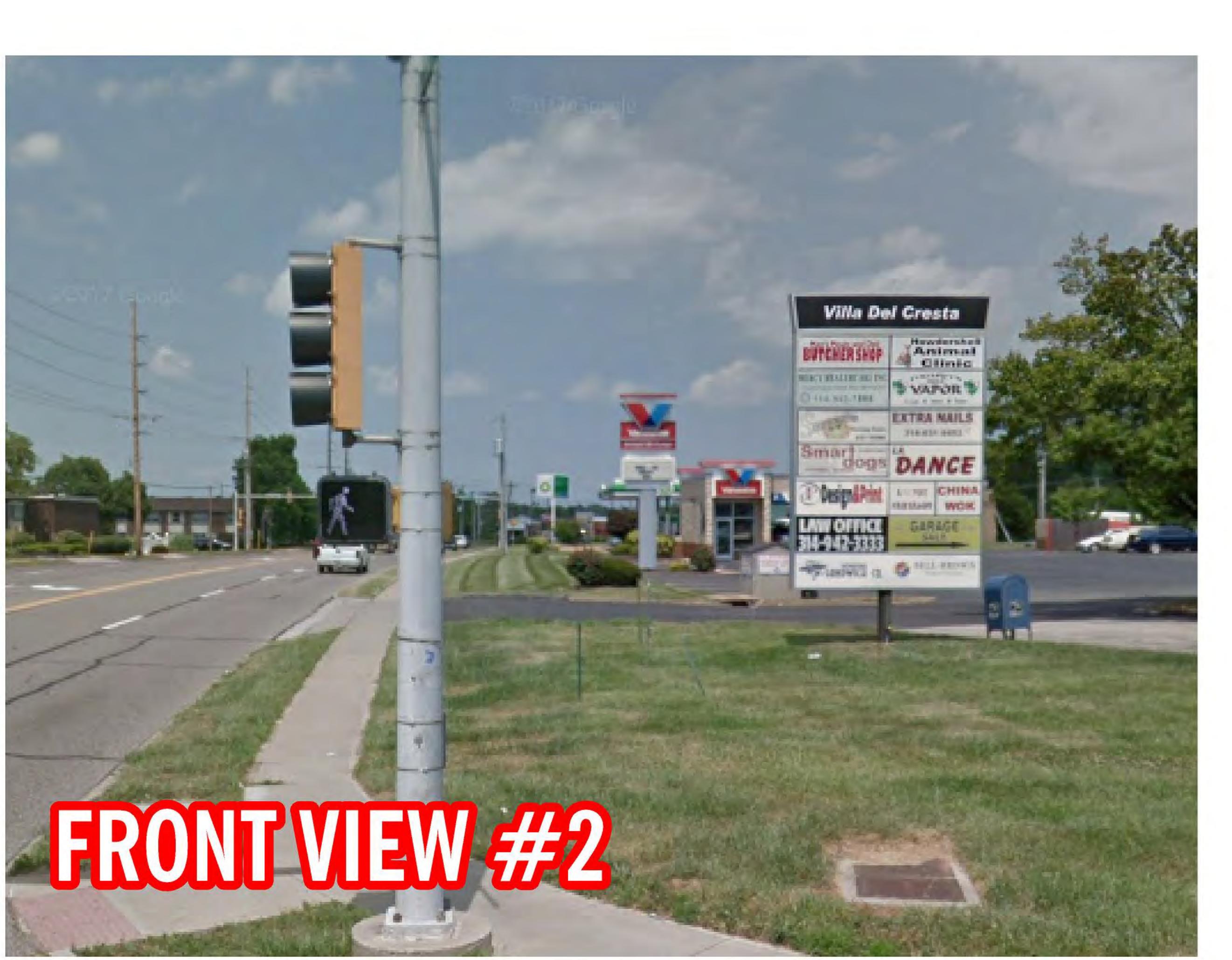
INSTALL ADDRESS: 490 Howdershell Rd., Florissant, MO 63031

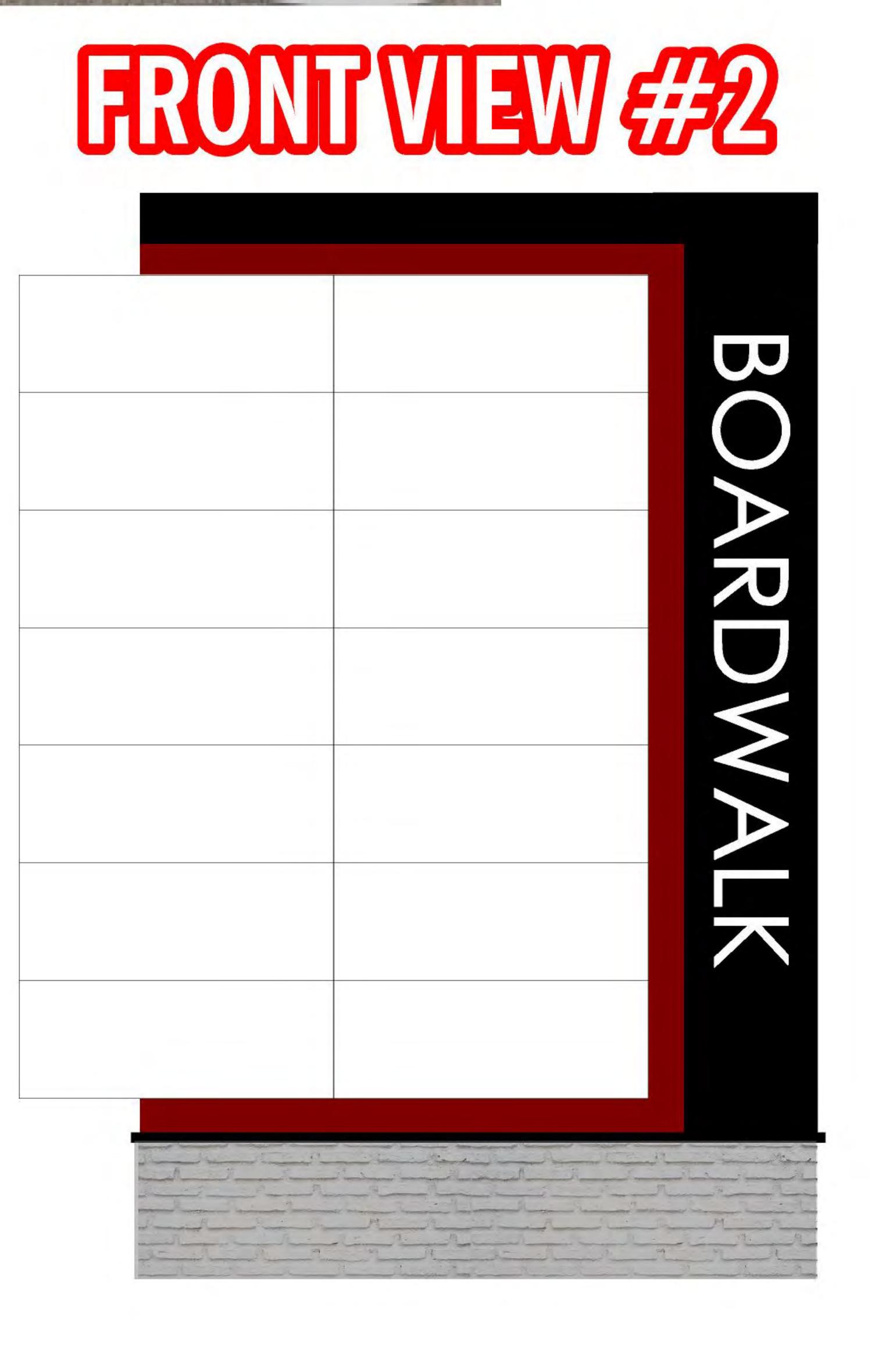




LED CONVERSION ADDED TO EXISTING PORTION OF SIGN







SALES PERSON: ADRIAN ALLEN PR00F DATE: 1-5-21

DESIGNER: BECCA JOHNSON REVISION #: V-2

SIGNATURE	DATE:

APPROVED WITH NOTED CHANGES ★ NOTE: APPROVAL IS NEEDED BEFORE PRODUCTION / FABRICATION CAN BEGIN. ★

COLORS OF PRINTED PROOF AND ELECTRINIC PROOF MAY VARY FROM ACTUAL COLORS OF COMPLETED SIGNS.

REV	ISE ANI) RESU	BMII



DESCRIPTION OF WORK: REFURBISH SIGN - 135.77" X 217.5" OVERALL SIZE WE WILL USE EXISTING TENANT PANELS

"C" SHAPED MONUMENT RESKIN WITH ROUTED ALUMINUM LETTERS BACKED WITH WHITE PLEX LED LIGHTED PAINTED 2 COLORS (COLORS TBD) WITH FAUX BRICK PAINTED GRAY - PAINT COLOR TBD

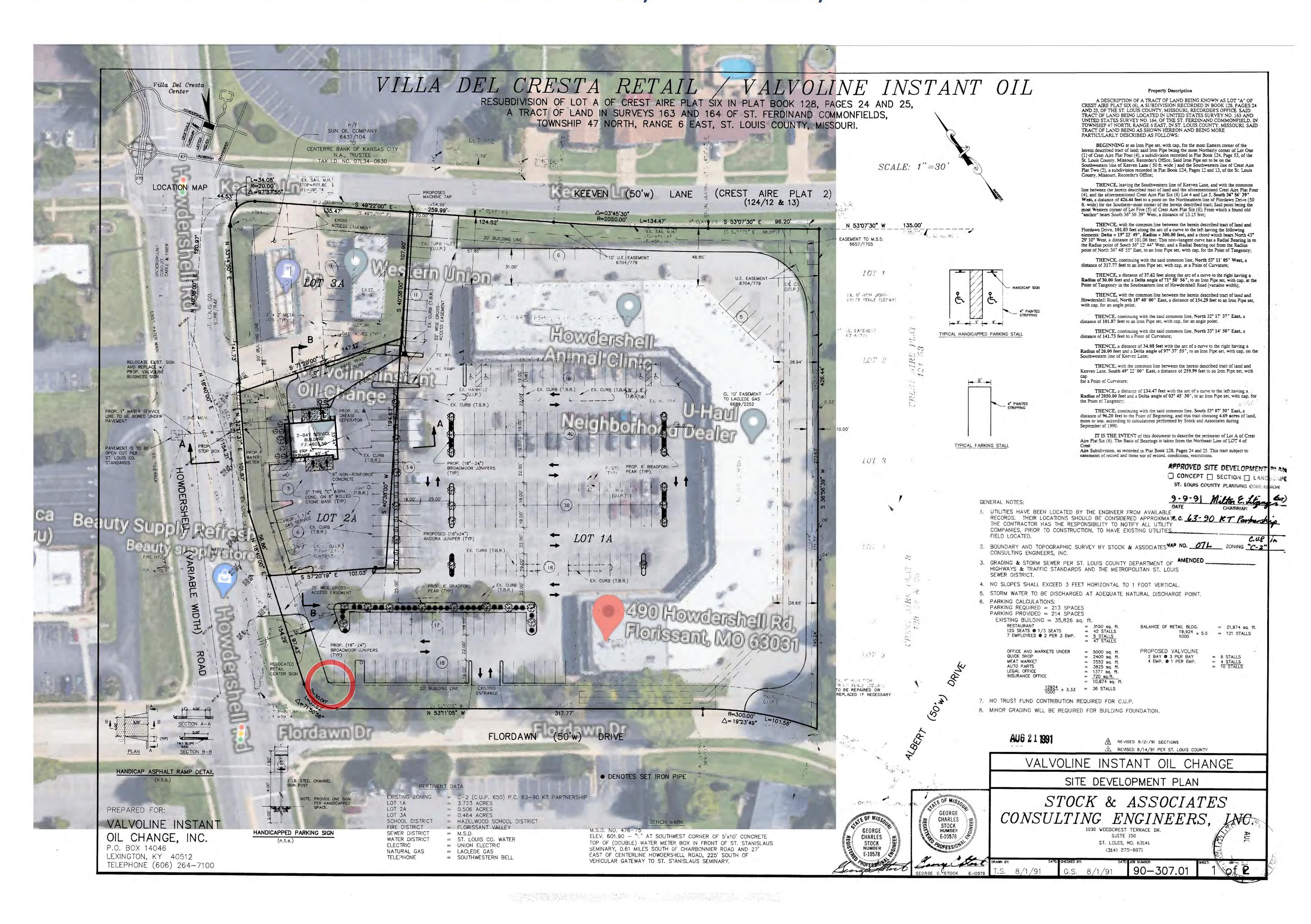
LED CONVERSION ADDED TO EXISTING PORTION OF SIGN

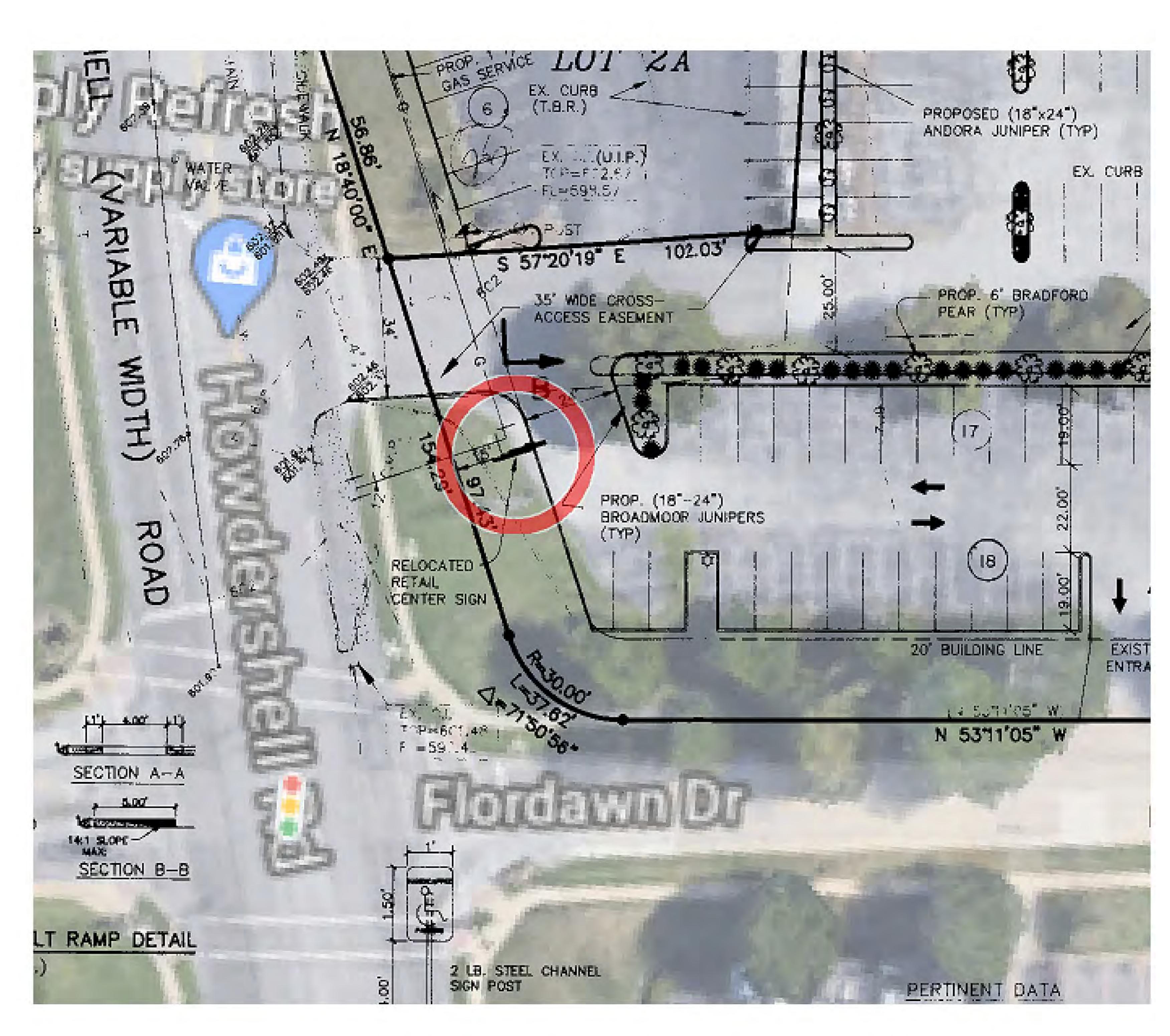
CONTACT: MO MANGAL, OWNER

PHONE: 314-607-8750 EMAILI: MOMANGAL@GMAIL.COM

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INSTALL ADDRESS: 490 Howdershell Rd., Florissant, MO 63031





EXISTING SIGN

SALES PERSON: ADRIAN ALLEN PR00F DATE: 1-5-21

DESIGNER: BECCA JOHNSON REVISION #: V-2

DATE: SIGNATURE

APPROVED AS IS APPROVED WITH NOTED CHANGES

★ NOTE: APPROVAL IS NEEDED BEFORE PRODUCTION / FABRICATION CAN BEGIN. ★ REVISE AND RESUBMIT COLORS OF PRINTED PROOF AND ELECTRINIC PROOF MAY VARY FROM ACTUAL COLORS OF COMPLETED SIGNS.



CONTACT: MO MANGAL, OWNER

PHONE: 314-607-8750 EMAILI: MOMANGAL@GMAIL.COM

DESCRIPTION OF WORK: REFURBISH SIGN - 162" X 217.5" OVERALL SIZE - WE WILL USE EXISTING TENANT PANELS

"C" SHAPED MONUMENT RE-SKIN WITH ROUTED ALUMINUM LETTERS BACKED WITH WHITE PLEX LED LIGHTED PAINTED 2 COLORS (FINAL PAINT COLORS TO MATCH BUILDING) WITH FAUX BRICK PAINTED GRAY - TO MATCH BUILDING

LED CONVERSION ADDED TO EXISTING PORTION OF SIGN

IMPORTANT: THIS DRAWING IS PROPERTY OF LANDMARK SIGN COMPANY AND HAS BEEN PREPARED FOR YOUR VIEWING ONLY. THIS PROPERTY MAY NOT BE RE-PRODUCED OR DUPLICATED WITHOUT WRITTEN PERMISSION OF LANDMARK SIGN COMPANY OR THROUGH PURCHASE

INSTALL ADDRESS: 490 Howdershell Rd., Florissant, MO 63031

35" ADDED TO ONE SIDE TOWARDS THE PARKING LOT





EXISTING SIGN

NEW SIGN

SALES PERSON: ADRIAN ALLEN PR00F DATE: 1-5-21

DESIGNER: BECCA JOHNSON REVISION #: V-1

NATURE	DATE:

★ NOTE: APPROVAL IS NEEDED BEFORE PRODUCTION / FABRICATION CAN BEGIN. ★

APPROVED WITH NOTED CHANGES REVISE AND RESUBMIT

COLORS OF PRINTED PROOF AND ELECTRINIC PROOF MAY VARY FROM ACTUAL COLORS OF COMPLETED SIGNS.



APPROVED AS IS



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1	INTRODUCED BY COUNCILWOMAN PAGANO
2	FEBRUARY 8, 2021
3	
4	BILL NO. 9656 ORDINANCE NO.
5	
6	AN ORDINANCE OF THE CITY OF FLORISSANT, MISSOURI, AMENDING
7	TITLE II "PUBLIC HEALTH, SAFETY AND WELFARE", CHAPTER 210
8	"OFFENSES", CHAPTER 213 "NUISANCES", ARTICLE II "WEEDS", BY
9	ADDING A NEW SECTION 213-075 "INVASIVE NON-NATIVE, EXOTIC
10	PLANT SPECIES DECLARED A PUBLIC NUISANCE"
11	TEANT STECIES DECLARED AT OBLIC NOISANCE
	WHIEDEAS there has been an improved instance of non-native investive allows and woods
12	WHEREAS, there has been an increased instance of non-native, invasive plants and weeds
13	encroaching on neighboring properties; and
14	
15	WHEREAS, the Council of the City of Florissant believes it to be in the best interests of the citizens
16	of Florissant to adopt regulations prohibiting non-native invasive plants.
17	
18	NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
19	FLORISSANT, MISSOURI, AS FOLLOWS:
20	
21	SECTION 1. Title II "Public Health, Safety and Welfare", Chapter 210 "Offenses",
22	Article II "Weeds" is hereby amended by adding a new section 213.075 "Invasive, Non-
23	Native, Exotic Plant Species Declared a Public Nuisance" to read as follows:
24	, 1
25	Section 213.075 "Invasive, Non-Native, Exotic Plant Species Declared a Public
26	Nuisance"
27	
28	A. All invasive, non-native, exotic plant species are declared a public nuisance. The
29	planting, cultivation and propagation of all invasive non-native, exotic plant
30	species shall be prohibited on all property, public or private. Invasive non-native,
31	exotic plant species are as defined by the Missouri Department of Conservation,
32	which include, but are not limited to the following plants:
33	(1) Automorphism Eleccomorphism of
34 35	(1) Autumn olive, Elaeagnus umbellate(2)Bamboo, All varieties
36	(3)Bush honeysuckle, Lonicera maackii
37	(4)Callery pear, Pyrus calleryana
38	(5)Canada thistle, Cirsium arvense
39	(6)Chinese yam, Dioscorea oppositifolia
40	(7)Common buckthorn, Rhamnus cathartica
41	(8)Common reed, Phragmites australis
42	(9)Crown vetch, Secutigera varia
43	(10)Common and cut-leaved teasel, Dipsacus fullonum

(12)Hydrilla, Hydrilla verticillata 45 (13) Japanese honeysuckle, Lonicera japonica 46 (14) Japanese hop, Humulus japonicus 47 (15) Japanese knotweed, Fallopia japonica 48 (16)Japanese stiltgrass, microstegium vimineum 49 (17) Johnson grass, Sorghum halepense 50 (18)Kudzu, pueraria lobate 51 (19)Leafy spurge, Euphorbia esula 52 (20) Multiflora rose, Rosa multiflora 53 54 (21) Musk thistle, Carduus nutans (22)Old world bluestems, Bothriochloa bladhii and B. ischaemum 55 (23) Purple loosestrife, Lythrum salicaria 56 (24)Reed canary grass, Phalaris arundinacea 57 (25)Sericea lespedeza, Lespedeza cuneate 58 (26)Spotted knapweed, Centaurea maculosa 59 (27) Tall fescue, Festuca arundinacea 60 (28) White and yellow sweet clover, Melilotus officinalis and M. albus 61 (29) Wintercreeper, Euonymous fortune 62 63 B. Abatement of Invasive, Non-Native, Exotic Plant Species by property owner. 64 1. It shall be unlawful for any owner or lessee of any property within the city to fail to 65 remove any nuisance violation after having been duly notified as set forth in this 66 section. 67 68 2. Whenever private property abuts a public right-of-way or easement belonging to the City of Florissant, or any public entity, and there exists in such right-of-way or 69 easement a tree lawn or grassy area between the private property line and the edge of 70 the street pavement, then such tree lawn or grassy area shall be considered, for 71 purposes of this section requiring cutting of grass and weeds, to be a part of the private 72 lot which abuts the right-of-way or easement, and it shall be the duty of those 73 responsible under this section for the maintenance of the private lot to equally 74

(11)Garlic mustard, Alliaria petiolate

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3. Whenever the building commissioner ascertains that weeds, noxious weeds or dead trees are present on any lot or land within the city, he shall cause to be sent a notice to the owner or other person in control of such lot or land, that the weeds, noxious weeds or dead trees must be removed within thirty (30) days after such notice is served. The notice shall be served in accordance with the Property Maintenance Code.

maintain the tree lawn or grassy area within the abutting right-of-way or easement,

and all of the provisions of this section shall apply with equal force and effect to said

C. Abatement of Invasive, Non-Native, Exotic Plant Species by City.

tree lawn or grassy area.

- If the owner or other person in control of any lot or land fails to comply with a notice given, pursuant to this article, within thirty (30) days, the building commissioner may cause such noxious weeds or vegetation to be destroyed. The building commissioner shall have the right to enter upon property on which noxious weeds or trees are growing for the purpose of abating the public nuisance and may use any suitable means or assistance for the purpose of destroying and removing such weeds or trees either by employees of the city or by contract with some responsible person.
 The building commissioner shall keep an accurate account of the cost of destroying and removing such weeds, noxious weeds or trees and abating the nuisance and shall certify the same to the director of finance, who shall cause a special tax bill or nuisance fee against the property from which such weeds, noxious weeds or trees were cut and removed to be issued and collected with other taxes assessed against such property. The tax bill from the date of its issuance shall be a first lien upon such property until paid and shall be prima facie evidence of the recitals therein contained and of its validity. No mere clerical error or informality in the same or in the proceedings leading up to the
- after the date of its issuance.

 SECTION 2: This ordinance shall become in force and effect immediately upon its passage

issuance thereof shall be a defense thereto. As part of the cost of cutting and removing

ordinance for computing, making, certifying and recording the bill. Each special tax bill

shall bear interest at the rate of eight (8) percent per annum beginning thirty (30) days

such weeds or trees, each special tax bill shall include a charge to be established by

	ADOPTED THIS DAY OF	, 2021.
		Keith Schildroth
		President of the Council
	Approved thisday of, 2021.	
		Timothy J. Lowery
		Mayor
АТ	TTEST:	
	aren Goodwin, MPPA/MMC/MRCC	
Cit	tv Clerk	

and approval.

MEMORANDUM



To: Karen Goodwin, City Clerk Date: January 11, 2021

From: Philip E Lum cc: Todd Hughes, PE

File

Subject: Invasive Species ban including all forms of bamboo

As requested by the Mayor, to pursue a bamboo regulating ordinance with concern that it may be less enforceable on residential property. Please refer to the following suggested verbiage, as modified from another City (Maryland Hts) presented for discussion purposes:

Add Chapter 2, Article IV - Nuisance declared.

- (a) All weeds and grasses in violation of the property maintenance code are declared a public nuisance. On farms and lots of three (3) acres or more located in a "NU" Non-Urban District, all weeds and grasses of a height of sixteen (16) inches or more are declared a public nuisance.
- (b) All trees in the city upon any property which have been declared dead by the building commissioner are a nuisance and a hazard to the public welfare.
- (c) All invasive non-native, exotic plant species are declared a public nuisance. The planting, cultivation and propagation of all invasive non-native, exotic plant species shall be prohibited on all property, public or private. Invasive non-native, exotic plant species are as defined by the Missouri Department of Conservation, which include, but are not limited to the following plants:
- (1) Autumn olive, Elaeagnus umbellate
- (2)Bamboo, All varieties
- (3)Bush honeysuckle, Lonicera maackii
- (4)Callery pear, Pyrus calleryana
- (5) Canada thistle, Cirsium arvense
- (6)Chinese yam, Dioscorea oppositifolia
- (7)Common buckthorn, Rhamnus cathartica
- (8)Common reed, Phragmites australis
- (9)Crown vetch, Secutigera varia
- (10)Common and cut-leaved teasel, Dipsacus fullonum
- (11)Garlic mustard, Alliaria petiolate
- (12)Hydrilla, Hydrilla verticillata

- (13) Japanese honeysuckle, Lonicera japonica
- (14) Japanese hop, Humulus japonicus
- (15) Japanese knotweed, Fallopia japonica
- (16) Japanese stiltgrass, microstegium vimineum
- (17) Johnson grass, Sorghum halepense
- (18)Kudzu, pueraria lobate
- (19)Leafy spurge, Euphorbia esula
- (20) Multiflora rose, Rosa multiflora
- (21) Musk thistle, Carduus nutans
- (22)Old world bluestems, Bothriochloa bladhii and B. ischaemum
- (23)Purple loosestrife, Lythrum salicaria
- (24)Reed canary grass, Phalaris arundinacea
- (25)Sericea lespedeza, Lespedeza cuneate
- (26)Spotted knapweed, Centaurea maculosa
- (27) Tall fescue, Festuca arundinacea
- (28) White and yellow sweet clover, Melilotus officinalis and M. albus
- (29) Wintercreeper, Euonymous fortunei

Sec. - Abatement by property owner.

- (a) It shall be unlawful for any owner or lessee of any property within the city to fail to remove any nuisance violation after having been duly notified as set forth in this section.
- (b) Whenever private property abuts a public right-of-way or easement belonging to the City of Florissant, or any public entity, and there exists in such right-of-way or easement a tree lawn or grassy area between the private property line and the edge of the street pavement, then such tree lawn or grassy area shall be considered, for purposes of this section requiring cutting of grass and weeds, to be a part of the private lot which abuts the right-of-way or easement, and it shall be the duty of those responsible under this section for the maintenance of the private lot to equally maintain the tree lawn or grassy area within the abutting right-of-way or easement, and all of the provisions of this section shall apply with equal force and effect to said tree lawn or grassy area.
- (c) Whenever the building commissioner ascertains that weeds, noxious weeds or dead trees are present on any lot or land within the city, he shall cause to be sent a notice to the owner or other person in control of such lot or land, that the weeds, noxious weeds or dead trees must be removed within thirty (30) days after such notice is served. The notice shall be served in accordance with the Property Maintenance Code.

Sec. - Abatement by city.

- (a) If the owner or other person in control of any lot or land fails to comply with a notice given, pursuant to this article, within thirty (30) days, the building commissioner may cause such noxious weeds or vegetation to be destroyed. The building commissioner shall have the right to enter upon property on which noxious weeds or trees are growing for the purpose of abating the public nuisance and may use any suitable means or assistance for the purpose of destroying and removing such weeds or trees either by employees of the city or by contract with some responsible person.
- (b) The building commissioner shall keep an accurate account of the cost of destroying and removing such weeds, noxious weeds or trees and abating the nuisance and shall

certify the same to the director of finance, who shall cause a special tax bill or nuisance fee against the property from which such weeds, noxious weeds or trees were cut and removed to be issued and collected with other taxes assessed against such property. The tax bill from the date of its issuance shall be a first lien upon such property until paid and shall be prima facie evidence of the recitals therein contained and of its validity. No mere clerical error or informality in the same or in the proceedings leading up to the issuance thereof shall be a defense thereto. As part of the cost of cutting and removing such weeds or trees, each special tax bill shall include a charge to be established by ordinance for computing, making, certifying and recording the bill. Each special tax bill shall bear interest at the rate of eight (8) percent per annum beginning thirty (30) days after the date of its issuance.

Sec. – existing instances at the time of enactment shall not be considered in violation.

Sec. - Fee for filing special tax lien.

Whenever the city shall be authorized by law to file a special tax lien, the city shall collect an additional fee of forty-five dollars (\$45.00) to be filed as part of the lien.

Under the Zoning Code change the following section:

Section 405.245 of the Zoning Code, is hereby amended by removing all pear trees from Para A, sub para. 4, sub para. c small trees(less than 35 feet) including sub paragraphs (5) Bradford Pear, (6) Redspire Pear and (7) Capital Pear and adding a new Sub Paragraph 5 as follows:

 No planting shall take place of the following nuisance or invasive plants/trees; see complete list under Article IV Section 213.xxx . This list includes bamboo (all types).

1	INTRODUCED BY COUNCILMAN SCHILDROTH				
2	FEBRUARY 8, 2021				
3					
4	BILL NO. 9657	ORDINANCE NO.			
5					
6		A TRANSFER OF \$1,500 FROM BUDGET			
7	ACCOUNT NO. 5-06-29010				
8		O. 5-0631000 "RENTALS/OTHER FOR THE			
9	PURPOSE OF GOLF COURSE	MAINTENANCE.			
10 11	DE IT ODDAINED DV THE COL	UNCIL OF THE CITY OF FLORISSANT, ST. LOUIS			
12	COUNTY, MISSOURI, AS FOLLOWS:	INCIL OF THE CITT OF FLORISSANT, ST. LOUIS			
13	COUNTT, MISSOURI, AS FOLLOWS.				
14					
15	Section 1: There is hereby author	rized a transfer of \$1,500 from budget account no. 5-			
16	06-29010 "Building Maintenance/Course	Supplies" to account no. 5-0631000 "Rentals/Other			
17	for the purpose of golf course maintenance	2.			
18					
	G 4' 2 TH' 1' 1 111				
19	<u>Section 2</u> : This ordinance shall be	become in force and effect immediately upon its passage and			
20	approval.				
21					
22	Adopted this day of	,2021.			
23	· v				
24					
25		Keith Schildroth, Council President			
26					
27	Approved this day of	<u>,</u> 2021.			
28					
29					
30	A TOTAL COM	Timothy J. Lowery, Mayor			
31	ATTEST:				
32 33	Karen Goodwin, MPPA/MMC/MRCC,				
34	City Clerk				
	J				

CITY OF FLORISSANT PARKS AND RECREATION DEPARTMENT

Memorandum

Date:

February 1, 2021

To:

Mayor Timothy J. Lowery

From:

Cheryl A. Thompson-Stimage, Director of Parks and Recreation

Subject:

Re-appropriation of Funds – Golf Course

Andy Sprunt has asked to rent a machine that will run over the course once it is aerated and pick up the pieces of dirt from the aeration. In order to do this, it will cost \$1,500 which is not currently in the rental category of the budget. Thus, I would like to move \$1,500 out of account 5-06-29010 Building Maintenance/Course Supplies into account 5-06-31000 Rentals/Other to cover the cost of this rental.

Please advise if additional information is needed. Thank you for your consideration on this matter.

FLORISSANT CITY COUNCIL

AGENDA REQUEST FORM					
Date: February 1, 202	1		May	or's Approval:	
Agenda Date Requeste	ed: I	08-Feb-21			
Reappropriate of funds	to rent machine to	o be used a	fter ae	eration. Move money from	
				es to account # 5-06-31000	
Rentals/Other a total o			-1-1-11-	20 to 40004111 # C 00 0 1000	
Department: Parks and	d Recreation				
Recommending Board	or Commission:				
Type of request:	Ordinances		ΙX	Other	Ιx
71	Appropriation			Liquor License	
	Transfer			Hotel License	
	Zoning Amendmo	ent		Special Presentations	
	Amendment			Resolution	
	Special Use Tran	nsfer		Proclamation	
	Special Use			Subdivision	
	Budget Amendm	ent	Х		
Public Hearing needed:	Yes / No		NO	3 readings?: Yes / No	YES
	Back up mate attached:	erials		Back up materials needed:	
	Minutes			Minutes	
	Maps			Maps	
	Memo			Memo	
	Draft Ord.			Draft Ord.	
Note: Please include necessary for documents inclusion on the Agenda. A are are to be turned in to the on Tuesday prior to the	to be generated for All agenda requests e City Clerk by 5pm	i.	ed by: _	se Only:	

1	INTRODUCED BY COUNCILMAN SCHILDROTH				
2	FEBRUARY 8, 2021				
3					
4	BILL NO. 9658 ORDINANCE NO.				
5					
6	ORDINANCE AUTHORIZING AN APPROPRIATION OF \$4,940 FROM THE				
7	PARK IMPROVEMENT FUND TO BUDGET ACCOUNT NO. 09-5-09-61470				
8	"CAPITAL ADDITIONS-PARK IMPROVEMENT" FOR THE PURPOSE OF				
9	REPAIRING THE GATES AT THE DOG PARK.				
10	DE IT OND ANIED DATHE COLNIGH, OF THE CITY OF ELONICOANT, CT. LOLIG				
11 12	BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS				
13	COUNTY, MISSOURI, AS FOLLOWS:				
14					
15	Section 1: There is hereby authorized an appropriation of \$4,940 from the Park				
16	Improvement Fund to budget account no. 09-5-09-61470 "Capital Additions-Park				
17	Improvement" for the purpose of repairing the gates at the dog park.				
10					
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 ,2021.				
23	Adopted tillsday of,2021.				
24					
25	Keith Schildroth, Council President				
26	,				
27	Approved this day of, 2021.				
28	···				
29					
30	Timothy J. Lowery, Mayor				
31	ATTEST:				
32					
33	Karen Goodwin, MPPA/MMC/MRCC,				
34	City Clerk				

FLORISSANT CITY COUNCIL

	AGENDA F	REQUEST FO	ORM	
Date: January 25, 202	1	May	or's Approval:	
Agenda Date Request	ed: I 0	8-Feb-21	1 1 1	
igoriaa Dato (toquoot	0	010021	4	
Requesting an approp	riation of \$4,940 to re	pair the gates a	at the dog park and should	be
appropriate to account	# 09-5-09-61470 Cap	oital Addtions -	Park Improvements	
Department: Parks an	d Recreation			
Recommending Board	or Commission:			
Type of request:	Ordinances	X	Other	X
	Appropriation		Liquor License	
	Transfer		Hotel License	
	Zoning Amendment		Special Presentations	
	Amendment		Resolution	
	Special Use Transfe	er	Proclamation	
	Special Use		Subdivision	
	Budget Amendment	x		
Public Hearing needed	Yes / No	NO	3 readings?: Yes / No	NO
	Back up materi	als	Back up materials needed:	
	Minutes		Minutes	
	Maps		Maps	
	Memo		Memo	
	Draft Ord.		Draft Ord.	
Note: Please include necessary for documents inclusion on the Agenda. are are to be turned in to on Tuesday prior to the	s to be generated for All agenda requests the City Clerk by 5pm		Use Only:	

KGR 01/25/2021

CITY OF FLORISSANT PARKS AND RECREATION DEPARTMENT

Memorandum

Date: January 25, 2021

To: Mayor Timothy J. Lowery

From: Cheryl A. Thompson-Stimage

Subject: Appropriation of Funds – Repairs to Dog Park Fencing

I am the appropriate of \$4,950 to repair the gate enclosures at the Dog Park in Duchesne Park. Staff have made a number of repairs to the gate over the years and however it has become apparent that the gate needs to be replaced with a more secure gate. The money should be appropriated to account #5-09-61470 Capital Additions – Park Improvement.

Please note that it is anticipated that these expenses will be close to \$8,500 however when speaking with Kimberlee Johnson, the Finance Director we found some money in an account that was being held as dog park revenue from 2015. These funds will be used to make up the difference in this expense.

Please advise if additional information is needed. Thank you for your consideration on this matter.

INTRODUCED BY COUNCILMAN SIZ	AM
FEBRUARY 8, 2021	
DILL NO. 0650	ODDINA NCE NO
BILL NO. 9659	ORDINANCE NO
ORDINANCE AMENDING T	ITLE III OF THE FLORISSANT CITY CODE,
	II-B "TWO WAY STOPS" BY ADDING
"BARCELONA AT PARC CH	
BE IT ORDAINED BY THE CO	UNCIL OF THE CITY OF FLORISSANT, ST. LOU
COUNTY, MISSOURI, AS FOLLOWS:	·
,	
Section 1: Title IV-A	"Yield Intersections" is hereby amended by
removing the yield signs at Barce	lona and Parc Chateau.
2 . 2	
Section 2: Title III of	the Florissant City Code, Schedule III, Table III-
B "Two Way Stops" is hereby am	nended by adding the following
Barcelona at Pa	arc Chateau
Section 3: This ordinance	e shall become in force and effect immediately upon
passage and approval.	
hassage and approxima	
A 1 (1.1 ' 1 C	2021
Adopted this day of	, 2021.
	Keith Schildroth
	President of the Council
	City of Florissant
	City of Florissant
Approved this day of _	. 2021.
	,
	Timothy J. Lowery
	Mayor, City of Florissant
ATTEST:	
ATTEST:	
ATTEST:	

FLORISSANT CITY COUNCIL

	AGENDA	REQUE	STF	ORM	
12/15/2020			May	or's Approval:	
Agenda Date Requeste	ed: 01/11/20				
Description of request:	Request to remove	e the vield	sians	on Park Chateau and	
				eau creating a two-way	
		na act are	onac	oud orodanig a two way	
stop intersection.					
Department: Street	100 0 1 0 1 0 1 0 1 0 1 0 1 0 1 0 1 0 1				-
Recommending Board	or Commission: Tr	raffic Com	missio	n	
Type of request:	Ordinances		IX	Other	-
Type of request.	Appropriation		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		+-
	Transfer			Liquor License	-
			1	Hotel License	-
	Zoning Amendment		-	Special Presentations	+
	Amendment		-	Resolution	4
	Special Use Transfer			Proclamation	
	Special Use			Subdivision	
	Budget Amendme	ent	Y/N		
Public Hearing needed:	Yes / No		No	3 readings? : Yes / No	Y/N
	100 / 110		140	0 10adings: . 1697 140	Yes
	Back up mater attached:	rials		Back up materials needed:	
	Minutes		Х	Minutes	1
	Maps			Maps	
Memo				Memo	
	Draft Ord.			Draft Ord.	
Note: Please include necessary for documents inclusion on the Agenda. A are are to be turned in to the on Tuesday prior to the	to be generated for All agenda requests e City Clerk by 5pm	Introduc	ed by:	Use Only:	

CITY OF FLORISSANT

MEMO

TO: Councilman Tommy Siam

DATE: December 15, 2020

THRU: Mayor Timothy Lowery

THRU: Todd Hughes

Director of Public Works

Jason Timme May and Aitfattech Street Superintendent

SUBJECT: Request Yield Signs be Replaced with Stop Signs at

Barcelona and Parc Chateau

The Traffic Commission has reviewed the request to replace yield signs with stop signs at Barcelona and Parc Chateau at the December 8, 2020 meeting. The Traffic Commission has made a recommendation to amend this request. The Traffic Commission recommended removing the yield signs on Parc Chateau and to add stop signs on both sides of Barcelona at Parc Chateau creating a two-way stop intersection (see attached Minutes, Item 12/20).

sign. That street is only two blocks long to begin with. He said like the email says, the cars coming off of Ensenada don't have a yield, a stop sign, or anything. He said now they know that the traffic on Cortez has a stop sign, so now they don't even try to yield to traffic. He said if anyone should have a stop sign, it should be Ensenada and not Cortez, in his opinion. Councilman Manganelli said he did read the ordinance and the ordinance says it has a six month time frame in it. It was supposed to come down after six months, so it is up there beyond what the ordinance calls for. Zach Schneider said he knows the owners of the house at 110 Cortez very well. He said they do not want the sign there. He said it wasn't their request but they had to put it there. He said the residents just decorated the pole for Christmas. Councilman Manganelli said the resident does have some complaint there. Officer Kiefer said the reason it was placed in front of that house was because it was mid-block. Just like what we talked about on Loekes.

Motion was made by Zach Schneider to make a recommendation to remove the stop sign from Cortez at Ensenada since the existing sign doesn't meet the criteria of the stop sign warrant and the Emergency Powers putting it up has expired. Motion was seconded by Greg Keil.

On the roll call the commission voted: Donna Smith-Pupillo – yes, Don Adams – yes,

Greg Keil – yes, Teri Reiter – yes, Pete Fischer – yes, Zach Schneider – yes, and

Dave Clasby – yes. Motion carried. Item 11/20 was dropped from the Agenda.

12/20 REQUEST YIELD SIGNS BE REPLACED WITH STOP SIGNS AT BARCELONA
AND PARC CHATEAU
Amended and Approved
Ward 9

Request was made to replace yield signs with stop signs at Barcelona and Parc Chateau. See e-mail from Councilman Siam, November 20, 2020. Zach Schneider said he went over there

yesterday and he said he is actually in favor of doing this simply because it is an intersection that has a yield sign and he doesn't think people actually pay attention to yield signs. He said it is basically just a cross intersection any two cars can come to at the same time. There is no traffic stop or anything to let one car go or anything like that. He said he doesn't like a four-way intersection without a stop sign there because of the fact that no one really has to pay attention. People don't pay attention any more. He said that is his personal opinion. Teri Reiter asked who has the right-of-way. Zach Schneider said there is another intersection in that same subdivision and there aren't any signs at either of those streets. People just have to keep an eye out for the next guy. Donna Smith-Pupillo said there was a portable yield sign facing eastbound, and the one westbound was still there. The temporary sign is there because the other one was knocked over. Zach Schneider said that personally he believes we should have a stop sign at that intersection, maybe at the main thoroughfare. He thinks the main thoroughfare is the opposite street. He said he thinks Parc Chateau is the main street because Barcelona is a dead-end. He thinks that should be the street with the stop sign and Parc Chateau should have the thoroughfare. He said there are two streets that come together and there is just nothing there. Teri Reiter asked how many other streets cross Parc Chateau. Zach Schneider said there are several streets that run into Parc Chateau, that dead-end at Parc Chateau, but they wrap around. He said this particular part of the street goes through except Barcelona. He said the reason we have stop signs is for traffic control. Don Adams said if you put up yield signs, usually they do no good. If they are on the main thoroughfare they aren't going to slow down. He said he thinks stop signs should go on the side street so they have to stop and look before they pull out. Greg Keil said he is not opposed to switching the yield signs to stop signs there. Zach Schneider said he thinks the

yield sign is actually on the wrong street to begin with. He thinks it should be on Barcelona. He said he believes there should be stop signs on Barcelona so that Parc Chateau has the right-ofway to go up and down Parc Chateau instead of a four-way coming together. It was stated that Barcelona dead-ends at Parc Chateau and no one goes on that street unless they live on there, or someone is delivering a package or something. Zach Schneider said this stop sign is for traffic control. The people coming out of Barcelona going across Parc Chateau would have to stop to allow the vehicles on Parc Chateau the right-of way since Parc Chateau is a longer street that wraps all the way around. Zach Schneider said he went and sat over there for maybe 15 or 20 minutes yesterday and there wasn't much traffic. Dave Clasby said he used to live over there. He said Santiago is the main road into that area. He said if you go down Santiago and take a left and go down to that corner, Parc Chateau is way out in that subdivision back in that corner. He said Barcelona may be a way to cut through from Santiago to get to Parc Chateau. He said obviously, there is less traffic going down to the dead-end. Teri Reiter asked Dave Clasby if he considers Parc Chateau a thoroughfare. Dave Clasby said Santiago is the main drag going into the subdivision. He said Parc Chateau is just like an outer loop around area. Pete Fischer asked if there had been a lot of accidents there. Officer Kiefer said no, not that he knows of. He said you figure there is a stop sign at Barcelona and Santiago, for the same reason there should be one on Barcelona at Parc Chateau. He said he is not a big fan of yield signs at intersections because it is a free-for-all. He said at least at a stop sign you definitively know what you are supposed to do. Zach Schneider asked Officer Kiefer if he had to choose, would he put the stop signs on Barcelona or Parc Chateau. Officer Kiefer said Barcelona runs from Santiago to Parc Chateau so he would say there should be a stop sign on both ends of Barcelona. He said

Page 10 Mayor's Advisory Traffic Commission 12/8/20

Parc Chateau is the thoroughfare, so you would have a stop sign on Barcelona, in his opinion, just to make people on Barcelona stop to make sure no one is coming on the main thoroughfare.

Zach Schneider said that is how he felt about it too.

Motion was made by Zach Schneider to make a recommendation to amend this request. The recommendation is to remove the yield signs on Parc Chateau and add stop signs on both sides of Barcelona at Parc Chateau. Motion was seconded by Teri Reiter. On the roll call the commission voted: Donna Smith-Pupillo – yes, Don Adams – yes, Greg Keil – yes, Teri Reiter – yes, Pete Fischer – yes, Zach Schneider – yes, and Dave Clasby – yes. Motion carried. Item 12/20 was dropped from the Agenda.

13/20 REQUEST CHANGES TO CROSSWALKS AND NO PARKING AREAS ON N. LAFAYETTE Approved Wards 5 and 6

Request was made to make changes to crosswalks and no parking areas on N. Lafayette. See e-mail from Tom Goldkamp, City Engineer, November 24, 2020. Zach Schneider said the crosswalks are already there. Greg Keil said the no parking signs are already there, too. He said Pete Fischer lives there. Pete Fischer said Tom Goldkamp submitted this as it is, and he would like to know if it can be amended. He was told the reason they did it this way was because the work is already done and they need an ordinance to enforce it. Pete Fischer said the resident at 1025 N. Lafayette, which is close to St. Joseph, would like it amended so they can park in front of their own house. He said the residents have three kids at home and elderly parents, and they have no place to park in front of their house. He said when this reconstruction was brought up a few years ago, there was no mention of no parking signs, ever, in that process. He was wondering

MaryAnn Fitzpatrick

Item 12/20

From:

Jason Timme

Sent:

Friday, November 20, 2020 9:57 AM

To:

Todd Hughes

Cc:

MaryAnn Fitzpatrick

Subject:

RE: Yield Signs at Barcelona and Parc Chateau - Ward 9

Todd,

I received this from Dianne last evening from an online complaint I believe. We have put out a portable yield sign where the one was missing Eastbound, the Westbound yield sign is still there. I will have MaryAnn add this to next traffic commission agenda.

Thanks,

Jason Timme
Street Department Superintendent
City of Florissant
1155 St. Charles St.
Florissant MO 63031
314-839-7653

From: Todd Hughes

Sent: Friday, November 20, 2020 9:14 AM **To:** Jason Timme <jtimme@florissantmo.com>

Subject: FW: Yield Signs at Barcelona and Parc Chateau - Ward 9

Please provide a response and add to traffic commission.

Todd Hughes

From: Cheryl Entwistle

Sent: Friday, November 20, 2020 9:09 AM

To: Tim Fagan < tfagan@florissantmo.com >; Todd Hughes < THughes@florissantmo.com >

Subject: FW: Yield Signs at Barcelona and Parc Chateau - Ward 9

Hi Chief & Todd,

See email request below.

Thanks

Cheryl

From: Karen Goodwin

Sent: Thursday, November 19, 2020 3:38 PM

To: Cheryl Entwistle < centwistle@florissantmo.com>

Subject: FW: Yield Signs at Barcelona and Parc Chateau - Ward 9

From: Ward 9 Tommy Siam

Sent: Thursday, November 19, 2020 3:28 PM

To: Karen Goodwin < kgoodwin@florissantmo.com >

Subject: Yield Signs at Barcelona and Parc Chateau - Ward 9

Hi Karen,

Please forward to Street Department, Chief Fagan, and for inclusion on Traffic Commission agenda. The yield signs at this intersection were knocked down in an accident. Do we have a timeline on when they'll be replaced?

Also the Chief is probably already aware of this but since the yield signs are gone, residents are experiencing several instances of traffic conflicts and this is a more dangerous intersection until such time as the signs are replaced.

Finally, I have residents asking if this intersection may have stop signs instead, so I'd like to request the Traffic Commission consider this at a future meeting.

Thanks, Tommy

Tommy Siam, Councilman Ward 9, City of Florissant (314) 757-2594 ward9@florissantmo.com

1 2 3	INTRODUCED BY COUNCILMAN SIAM FEBRUARY 8, 2021
4	BILL NO. 9660 ORDINANCE NO.
5	
6	ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE
7	PERMIT NO. 7321 FROM ELLIS DENOS TO PENUEL RAJ CLEMENT
8	D/B/A THE OLYMPIC MOTOR CO, LLC FOR THE OPERATION OF A
9	PRE-OWNED CAR DEALERSHIP LOCATED AT 1760,1780 &1790 N.
10	HWY 67.
11	
12	WHEREAS, the Florissant Zoning Ordinance authorizes the Council of the City of
13	Florissant, by Special Use Permit, after public hearing thereon, to permit the location of a pre-
14	owned car dealership; and
15	WHEREAS, an application has been submitted by Penuel Raj Clement d/b/a The
16	Olympic Motor Co. LLC to transfer special use permit no. 7321 to its name; and
17	WHEREAS, the City Council of the City of Florissant determined at its meeting on
18	February 8, 2021 that the business would be operated in substantially identical fashion as set out
19	herein; and
20	WHEREAS, Penuel Raj Clement d/b/a The Olympic Motor Co. LLC has accepted the
21	terms and conditions as they apply to a special use permit for an automotive repair business.
22	
23	NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
24	FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:
25	
26	Section 1: Special Use no. 7321, issued for a pre-owned car dealership located at
27	1760,1780 & 1790 N. Hwy 67 is hereby transferred from Ellis Denos d/b/a The Olympic to
28	Penuel Raj Clement d/b/a The Olympic Motor Co. LLC.
29	Section 2: The Special Use Permit herein authorized shall terminate if the said business
30	ceases operation for a period of more than ninety (90) days.
31	Section 3: This ordinance shall become in force and effect immediately upon its passage
32	and approval.

BILL NO. 9660 ORDINANCE. NO.

3			
4	Adopted this	day of	, 2021.
5			
6			
7			Keith Schildroth
8			Council President
9			
0	Approved this	_ day of	, 2021.
1			
2			
3			Timothy J. Lowery
4			Mayor, City of Florissant
5			
6	ATTEST:		
7			
8			
9]	Karen Goodwin, MPPA/M	MC/MRCC	
0	City Clerk		

TRANSFER OF SPECIAL PERMIT

AUTHORIZED BY ORDINANCE NUMBER (S)
FROM Ellis Denos TO Pennel Paj Clement FOR Olympic Motor Coll ADDRESS 1790 Ntluy 107 Florissant No 10302 Ward — Zoning — Date Filed — Accepted By —
TRANSFER OF SPECIAL USE PERMIT PETITION
TO THE CITY COUNCIL OF THE CITY OF FLORISSANT:
1. Comes now Council that he (she) (they) has (have) the following legal interest in the property located at 100 Navo Horizonthe City of Florissant, Missouri. Legal interest: Lease or Simple Title (Attach signed copy of lease or deed)
 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.
 The applicant will operate the business in the same manner and under the same conditions as set out in the original ordinance granting the special permit or any amendments thereto, except for any proposed change in sign face of an authorized sign.
PETITIONER SIGNATURE Individual's Name
FOR: Olympica Notor Company UC Company, Corporation, Partnership

4.	I (wc) hereby certify that (indicate one only):
	I (we) have a legal interest in the above described property. I am (we are) the duly appointed agent (s) of the petitioner, and that all information given is true and a statement of fact.
	SIGNATURE -
	ADDRESS 1158 Talbridge way St Charles Mo 1830
	Telephone No 314 501 2181 Email address De nuel Damil com
	(our) duly authorized agent to represent me (us) in regard to this petition.
	PETITIONER SIGNATURE
Note:	Petitioner or his/her authorized agent will be the only person(s) permitted to make the presentation to the City Council.
5.	Acknowledgement and consent of (current) owner to Transfer the Special Use Permit.
	J'h
	SIGNATURE OF OWNER

4.

5.

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 Lengel Ray Clement
153 Trobridge Way Studentes, mo 103003
Telephone numbers & email addresses 345043181 pouvelonmilcom
Business name/address/phone aumpen Moor to UC 1790 DHuylot mour
Photocopy of Corporation/LLC Articles and Certificate
Date of incorporation/LLC
Copy of fictitious name registration, if applicable
Copy of latest Missouri Anti-Trust affidavit (annual registration of corporate officers)

TRANSFER OF SPECIAL USE PERMIT

AMENDED OPERATING AGREEMENT AS PREVIOUSLY AMENDED OF OLYMPIC MOTOR COMPANY, L.L.C., A LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT is made effective by the undersigned as of August 6, 2020.

ARTICLE I FORMATION

- 1.1 Olympic Motor Company, L.L.C., was initially formed as a limited liability company under the laws of the state of Missouri by filing on August 1, 2006, Articles of Organization with the Secretary of State of Missouri.
 - 1.2 The name of this Company is Olympic Motor Company, L.L.C.
 - 1.3 The purpose for which this Company was formed is to:
- (a) Sell, market, and lease new and used automobiles, to repair and service automobiles, and to sell accessories, tires, gasoline and oil, and other goods and services incidental to the selling of new and used automobiles; and
- (b) To engage in any lawful act, business, or activity for which limited liability companies may be formed under the laws of the state of Missouri and to do any and all other things determined by the Manager to be necessary, desirable, or incidental to the foregoing purpose.
- 1.4 The term of the Company shall become effective on the date the Articles of Organization are filed with the Secretary of State of Missouri, and shall continue until December 31, 2056, unless the Company is dissolved earlier pursuant to the provisions of this Agreement or as provided in statutes of the state of Missouri.
- 1.5 The location of the principal place of business of the Company is 1790 North Lindberg, St. Louis, Missouri. The Manager may change the principal place of business and establish additional places of business as they deem necessary or desirable to conduct the business of the Company.
- 1.6 The Company's agent for service of process shall be Don R. Sherman, who is located at the following address: 7701 Clayton Road, St. Louis, MO 63117, or such other agent as the Manager may designate from time to time.

ARTICLE II MANAGEMENT

2.1 The Manager is Penuel Clement. He and all subsequent Managers shall be solely responsible for the management of the Company's business. He shall possess all rights and

powers generally conferred by law and all rights and powers that are necessary, advisable, or consistent in connection therewith and with the provisions of this Agreement. The Manager shall also be vested with all specific rights and powers required for or appropriate to the management, conduct, or operation of the business of the Company. Except for distributions made to Members as set forth in this Agreement and any fees for specific management services, the Manager shall receive no compensation from the Company for its actions taken as Manager pursuant to this Agreement.

- 2.2 The Manager shall serve as such until resignation, death, or a judicial adjudication of incompetency.
- 2.3 Rights and powers of the Manager, by way of illustration but not by way of limitation, shall include the right and power to:
- (A) Authorize or approve all actions with respect to distribution of funds and assets in kind of the Company; acquire, secure, or dispose of investments including, without limitation, selling and otherwise disposing of assets of the Company, borrowing funds, executing contracts, bonds, guarantees, notes, security agreements, mortgages, and all other instruments to effect the purposes of this Agreement; and execute any and all other instruments and perform any acts determined to be necessary or advisable to carry out the intentions and purposes of the Company.
- (B) Perform any and all acts necessary to pay any and all organizational expenses incurred in the creation of the Company and in raising additional capital including, without limitation, reasonable brokers' and underwriters' commissions, legal and accounting fees, license and franchise fees (it being understood that all expenses incurred in the creation of the Company and the commencement of the Company business shall be borne by the Company); and compromise, arbitrate, or otherwise adjust claims in favor of or against the Company and to commence or defend against litigation with respect to the Company or any assets of the Company as deemed advisable, all or any of the above matters being at the expense of the Company; and to execute, acknowledge, and deliver any and all instruments to effect any and all of the foregoing.
- (C) Purchase goods or services from any corporation or other form of business enterprise, whether or not such corporation or business enterprise is owned or controlled by, or affiliated with, the Manager or Members, including management services at the usual and customary rates prevailing in the management industry from time to time for similar services.
- (D) Establish Company offices at such other places as may be appropriate, hire Company employees and consultants, engage counsel, and otherwise arrange for the facilities and personnel necessary to carry out the purposes and business of the Company, the cost and expense thereof and incidental thereto to be borne by the Company.
- (E) Purchase and sell real property and encumber said real property, enter into leases for real property and for equipment and sell assets of the Company including substantially all the assets of the Company.

- 2.4 The Manager shall manage or cause to be managed the affairs of the Company in a prudent and businesslike manner and shall devote such time to the Company affairs as he shall, in his discretion exercised in good faith, determine is reasonably necessary for the conduct of such affairs; provided, however, that it is expressly understood and agreed that the Manager shall not be required to devote his entire time or attention to the business of the Company. In carrying out his obligations, the Manager shall:
- (A) Obtain and maintain such public liability, hazard, and other insurance as may be deemed necessary or appropriate by the Manager, but in any event in an amount sufficient to replace the building(s), together with improvements and personal property comprising part of the Company's assets.
- (B) Deposit all funds of the Company in one or more separate bank accounts, using such banks or trust companies as the Manager may designate (withdrawals from such bank accounts to be made upon such signature or signatures as the Manager may designate).
- (C) Maintain complete and accurate records of all properties owned or leased by the Company and complete and accurate books of account (containing such information as shall be necessary to record allocations and distributions), and make such records and books of account available for inspection and audit by any Member or his duly authorized representative (at the expense of such Member) during the regular business hours and at the principal office of the Company.
 - (D) Prepare and distribute to all Members tax reporting information.
- (E) Notify all Members of receipt of any notice of default from any lender, within ten (10) days after receipt of such notice.
- (F) Cause to be filed such certificates and do such other acts as may be required by law to qualify and maintain the Company as a limited liability company under all applicable state laws.
- (G) Maintain a list in alphabetical order of all current Members and past Members, together with the mailing address of each Member.
- (H) Maintain copies of the Articles of Organization, any amendments thereto and powers of attorney, if any, pursuant to which the execution of the Articles of Organization have occurred.
- (I) Maintain copies of present and past documents relating to the operation and business of the Company.
- 2.5 In carrying out his duties hereunder, the Manager shall not be liable to the Company nor to any Member for his good-faith actions or failure to act, nor for any errors of judgment, nor for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement, but only for his own willful or fraudulent misconduct in the performance of his obligations under this Agreement, or for gross negligence or willful breach of his fiduciary duties under this Agreement. The receipt of advice of counsel that certain acts and

omissions are within the scope of authority conferred by this Agreement shall be conclusive evidence of good faith; however, good faith may be determined without obtaining such legal advice.

With respect to third-party claims, the Company does hereby indemnify and hold harmless the Manager and his agents, officers, and employees against and from any personal loss, liability, or damages suffered as a result of any act or omission which the Manager believed in good faith to be within the scope of authority conferred by this Agreement, except for willful or fraudulent misconduct, gross negligence or willful breach of fiduciary duties, but not in excess of the capital contributions of all Members. Notwithstanding the foregoing, the Company's indemnification of the Manager and his agents, officers, and employees as to a third party is only with respect to such loss, liability, or damage which is not otherwise compensated for by insurance carried for the benefit of the Company. Insurance coverage for public liability, and all other insurance deemed necessary or appropriate by the Manager to the business of the Company, shall be carried in such amounts and of such types as shall be determined by the Manager, subject to Article 2.4(A).

2.6 No financial institution or any other person, firm or corporation dealing with the Manager shall be required to ascertain whether the Manager is acting in accordance with this Agreement, but such financial institution or such other person, firm or corporation shall be protected in relying upon the deed, transfer, or assurance of and the execution of such instrument or instruments by the Manager.

ARTICLE III CAPITAL CONTRIBUTIONS

Section 3.1. <u>Initial Capital Contributions</u>. The Member shall contribute as additional capital of the Company in cash or property the amount shown opposite his name on Exhibit A attached hereto.

Section 3.2. Additional Capital Contributions.

- (A) If the Manager determines that the Company requires funds, in addition to the initial capital contributions described in Section 3.1, to cover operating deficits, to make capital expenditures, or for any other purpose incident to the conduct of the Business (collectively "Required Funds"), the Members and Successors shall contribute such Required Funds, as and when needed, in proportion to their respective Distribution Percentages;
- (B) A call for Required Funds under this Section 3.2 shall be made by the Manager giving notice of the same to the Members and Successors, which notice shall specify the amount of and purpose for such contribution, as well as each Member's or Successor's respective share of the Required Funds. Each Member's or Successor's share of the Required Funds shall be payable in cash or by certified check within fifteen (15) days after the notice has been given. A Member's or Successor's obligation to contribute capital under this Section shall not be pledged, assigned, or otherwise hypothecated by the Company without the prior written consent of the Member or Successor so obligated or Major Decision Approval of the Members.

Section 3.3. Contribution Default Loans.

- (A) If a Member or Successor (the "<u>Defaulting Member</u>") fails to contribute his or her share of Required Funds within the time period prescribed in Section 3.2(B) above, the Manager shall give notice of the default to the Members and Successors, which notice shall specify the amount of the default and the identity of the Defaulting Member. Within fifteen (15) days after the giving of such notice, the Members or Successors (or any of them) who have made such contribution (the "<u>Paying Parties</u>") may elect, in their sole discretion, to contribute the Non-Paying Party's share (the latter such contribution being herein called the "<u>Make-up</u> <u>Contribution</u>") in the ratio which the Distribution Percentage of each Paying Party who elects to exercise such option bears to the aggregate of the Distribution Percentages of all of the Paying Parties who elect to exercise such option.
- (B) In the event of a Make-up Contribution, the Non-Paying Party shall have the personal, recourse obligation to repay to the electing Paying Parties the Make-up Contribution together with interest thereon at the Default Rate within ten (10) days after demand by the electing Paying Parties (but prior to such demand and repayment, interest shall be payable on the first of each month after such contribution). The Non-Paying Party's obligation to repay the Make-up Contribution shall be secured by the Non-Paying Party's Interest in the Company and the members of the Management Committee are hereby irrevocably appointed as attorneys-in-fact for any Defaulting Party for the purpose of executing any and all documents and taking such actions as may be necessary or desirable to obtain and perfect such security interest. For purposes hereof, "Default Rate") means the rate *per annum* which is three percent (3%) higher than the Applicable Rate. (See Section 7.5D for definition.)
- Section 3.4. No Additional Capital Contributions. Except as provided in the foregoing provisions of this Article III, no Member or Successor shall be required to make any additional capital contributions or loans to the Company.

ARTICLE IV MEETINGS OF MEMBERS

- 4.1 Annual Meeting. The annual meeting of the Members of the Company, for the consideration of reports to be laid before such meeting and for the transaction of such other business as may properly be brought before such meeting, shall be held at the principal office of the Company in St. Louis County, State of Missouri, or at such other place, either within or without the State of Missouri, as may be designated by the Manager and specified in the notice of such meeting. Each such meeting shall be held on the last Tuesday of each September, if not a legal holiday, and, if a legal holiday, then on the next succeeding business day.
- 4.2 <u>Special Meetings</u>. Special meetings of the Members of the Company may be held on any day, when called by the Manager, or by the Members who hold at least fifty-one percent (51%) of the capital of the Company. Upon written request delivered either in person or by certified mail, return receipt requested, to the Manager by any Members entitled to call a meeting of Members, such Manager shall forthwith cause notice to be given to the Members entitled to such notice. The meeting must be held on a date not less than ten (10) nor more than sixty (60) days after the receipt of such request, as the Manager or Members may fix. If such notice is not given within twenty (20) days after the delivery or mailing of such request, the person or persons calling the meeting may fix the time of the meeting and give notice thereof in

the manner provided for by law or this Agreement, or cause such notice to be given by any designated representative. Each special meeting shall be called to convene between 8:00 a.m. and 6:00 p.m, and shall be held at the principal office of the Company.

4.3 <u>Notice of Meetings</u>. Not less than ten (10) nor more than sixty (60) days before the date fixed for a meeting, written notice stating the time and place of the meeting (and, in the case of a special meeting, the purposes of such meeting) shall be given.

The notice shall be sent by personal delivery or by certified mail, return receipt requested, to each Member entitled to notice of the meeting who is a Member of record as of the day preceding the day on which notice is given, or, if a record date is duly fixed, as of that date. If mailed, the notice shall be addressed to the Members at their respective addresses as they appear in the records of the Company.

- 4.4 **Quorum; Adjournment.** Except as may otherwise be provided by law, the Articles of Organization or this Operating Agreement, at any meeting of the Members, the holders of a majority of the capital of the Company, either present in person or by proxy, shall constitute a quorum for such meeting.
- 4.5 <u>Proxies.</u> Members entitled to vote may vote in person or by proxy. The person appointed as proxy need not be a Member. Unless the writing appointing a proxy otherwise provides, the presence at a meeting of the person who appointed a proxy shall not operate to revoke the appointment. Notice to the Company, in writing or in open meeting, of the revocation of the appointment of a proxy shall not affect any vote or action previously taken or authorized.
- 4.6 <u>Votes</u>. All votes of Members shall be in accordance with their then existing percentage of capital of the Company.

ARTICLE V PROFITS, LOSSES, AND ACCOUNTING

5.1 Allocation of Profits and Losses:

- (A) Except as otherwise provided herein, net profits and losses of the Company (including profits and losses attributable to the sale or other disposition of all or any portion of the Company's property) shall be allocated among or borne by the Members in the percentages listed in Exhibit A, which is attached hereto and made a part hereof, or in accordance with their capital accounts, as those may change as provided herein.
- (B) Notwithstanding any provision of this Agreement to the contrary, to the extent required by law, income, gain, loss, and deduction attributable to property contributed to the Company by a Member shall be allocated among the Members so as to take into account any variation between the tax basis of the property and the fair market value thereof at the time of contribution, in accordance with the requirements of Section 704(c) of the Internal Revenue Code of 1986 (the "Code"), as amended, or its counterpart in any subsequently-enacted Internal Revenue Code, and the applicable Treasury Regulations (the "Regulations") thereunder.

- (C) Company profits, losses and gains shall be allocated to the Members in accordance with the portion of the year during which the Members have held their respective interests. All items of income and loss shall be considered to have been earned ratably over the fiscal year of the Company, except that gains and losses arising from the disposition of assets shall be taken into account as of the date thereof.
- (D) Notwithstanding any provision of this Agreement to the contrary, in the event the Company is entitled to a deduction for imputed interest under any provision of the Code on any loan or advance from a Member, such deduction shall be allocated solely to such Member.
- (E) Notwithstanding any provision of this Agreement to the contrary, to the extent the payment of any expenditure by the Company is treated as a distribution to a Member for federal income tax purposes, there shall be a gross income allocation to such Member in the amount of such distribution.
- (F) Notwithstanding any provision of this Agreement to the contrary, if items of income or gain to be allocated include income or gain treated as ordinary income for federal income tax purposes because they are attributable to the recapture of depreciation under Section 1245 or 1250 of the Code, then such income or gain, to the extent treated as ordinary income, shall be allocated to, and reported by, the Members in proportion to their then respective cumulative allocations of depreciation.

5.2 Accounting:

- (A) The Company books shall be kept in accordance with reasonable accounting principles consistently applied.
 - (B) The fiscal year of the Company shall end on December 31.
- (C) The terms "net profits" and "net losses," as used herein, shall mean the net amount of the Company's profits and losses, as determined for federal income tax purposes, and shall also include each Member's share of income described in Section 705(a)(1)(B) of the Code, any expenditures described in Section 705(a)(2)(B) of the Code, any expenditures described in Section 709(a) of the Code which are not deducted or amortized in accordance with Section 709(b) of the Code, basis adjustments required pursuant to former Section 48(q) of the Code, and losses not deductible pursuant to Section 267(a) or 707(b) of the Code.

5.3 Member's Capital Accounts:

(A) There shall be maintained a capital account for each Member in accordance with this Article 5.3. The amount of each Member's contribution of cash, property and/or services to the capital of the Company shall be credited to such Member's capital account. From time to time, but not less often than quarterly, each Member's share of profits, losses and distributions shall be credited or charged, as the case may be, to such Member's capital account. The determination of a Member's capital account, and any adjustments thereto, shall be made in a manner consistent with tax accounting and other principles set forth in Section 704 of the Code and applicable Regulations thereunder.

- (B) If, at any time, the Company shall suffer a loss as a result of which the capital account of any Member shall be a negative amount, such loss shall be carried as a charge against that Member's capital account, and that Member's share of subsequent profits of the Company shall be applied to erase such capital account deficit.
- (C) Immediately following the transfer of any interest in the Company, the capital account of the transferee-Member shall be equal to the capital account of the transferor-Member attributable to the transferred interest.
- (D) For purposes of computing the amount of any item of income, gain, deduction or loss to be reflected in the Member's capital account, the determination, recognition and classification of any such item shall be the same as its determination, recognition, and classification for federal income tax purposes, taking into account any adjustments required pursuant to Section 704 of the Code and the applicable Regulations thereunder.

ARTICLE VI DISSOLUTION AND TERMINATION

- 6.1 Upon the occurrence of the following events, the Company shall be dissolved:
- (A) The death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member, or any other occurrence which terminates a Member's membership in the Company, except where the beneficiaries, successors, and assigns vote unanimously to continue the business of the Company;
 - (B) The term of the Company expires;
 - (C) The Company ceases its business operations; or
 - (D) The Members unanimously vote to dissolve and terminate the Company.
- 6.2 Upon the death or incompetency of a Member, and in the event the Members continue the business under Article 6.1(A), the Member's personal representative, executor or administrator shall have all of the rights of a Member for the purpose of managing or settling his estate, as well as such power as the decedent or incompetent possessed to designate an assignee of his interest in the Company and to join with such assignee in following the procedures contained in this Agreement so that the assignee may become a Member.
- 6.3 In the event of the dissolution of the Company, the business and affairs of the Company shall continue to be governed by this Agreement during the winding up of the Company's business and affairs.

ARTICLE VII LIQUIDATION

- 7.1 Upon the dissolution and/or termination of the Company, the Manager shall proceed with the liquidation of the Company and sale of its assets. The proceeds of such liquidation shall be applied and distributed in the following order or priority:
- (A) To the payment of the debts and liabilities of the Company (other than any loans or advances that may have been made by the Members to the Company) and expenses of liquidation;
- (B) To the payment of any loans or advances made to or for the benefit of the Company by a Member, or for any compensation owed to any of the Manager, but if the amount available for repayment shall be insufficient, then the amount available shall be distributed among the applicable Members through the use of a fraction whose numerator is the amount owed to a single member and whose denominator is the total amount owed to all members (thus, for example, if Member A were owed \$2000 and Member B were owed \$1000, and the amount available to compensate them was \$600, then Member A would receive \$400 (2/3 of \$600) and Member B would receive \$200 (1/3 of \$600));
- (C) To the setting up of any reserves which the Manager may deem reasonably necessary in order to meet any contingent or unforeseen liabilities or obligations of the Company arising out of, or in connection with, the business of the Company. Said reserves shall be paid over by the Manager to any financial institution, as escrow agent, with trust authority in the county in which the principal accounting records of the Company have been maintained in order to be held by it for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies or liabilities; and at the expiration of such period as the Manager shall deem advisable, the financial institution shall distribute the balance remaining in the manner provided in this Article 7.1 and in the order named above; and
- (D) To the payment of the balance, if any, of the respective capital accounts of the Members, if any.
- 7.2 When all of the acts provided for in Article 7.1 have been accomplished, the Manager shall file such Articles of Dissolution and any other certificate required in the state of Missouri and in any other state that may be required by law.

ARTICLE VIII AMENDMENT OF THE AGREEMENT

- 8.1 This Agreement may be amended by the Manager without the approval of the Members, provided that such amendment is:
- (A) Solely for the purpose of clarification and does not change the substance hereof;
- (B) For the purpose of substituting a Member in accordance with the provisions of this Agreement;
 - (C) Merely an implementation of the terms of this Agreement; or

(D) In the opinion of counsel for the Company, necessary or appropriate to satisfy current requirements of the Internal Revenue Code of 1986, as amended, with respect to limited liability companies, or any federal or state securities laws or regulations.

Any amendment made pursuant to (A) or (C) may be made effective as of the date of this Agreement. All Members shall be notified as to the substance of any such amendment to this Agreement and, upon request, shall be furnished a copy thereof.

8.2 All other amendments to this Agreement shall require the approval of all of the Members.

ARTICLE IX MISCELLANEOUS

- 9.1 Any and all notices or other communications which may be sent to any Member shall be sent to the address noted in Schedule A, unless the Company is notified in writing with regard to a change of address. Notices or other communications shall be deemed to have been given only when deposited with the United States Postal Service by registered or certified mail, return receipt requested, addressed as set forth above.
- 9.2 This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.
- 9.3 This Agreement may be executed in multiple parts, each of which shall be deemed an original and all of which together shall constitute one agreement, by each of the parties hereto on the dates indicated in the acknowledgment of said parties, notwithstanding that all of the parties are not signatories to the same part or that signature pages from different parts are combined. The signature of any party to any part shall be deemed to be a signature to and may be appended to any other part.
- 9.4 Words of gender used in this Agreement shall be interpreted to include the other gender, and words in the singular number shall be interpreted to include the plural (and viceversa), when the sense so requires. The captions to each Article are inserted only as a matter of convenience and for reference purposes and in no way define, limit, or describe the scope or intent of this Agreement, nor in any way affect it.
- 9.5 This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them concerning the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not described herein.
- 9.6 This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations of the jurisdictions in which the Company does business. If any provision of this Agreement or its application to any person or circumstance shall, for any reason and to any extent, be found to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to other

persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

- 9.7 The word "person" as used in this Agreement, shall include a corporation, firm, partnership or other form of association. "Bankruptcy," as used in this Agreement, shall be deemed to occur when a Member files a petition in bankruptcy or voluntarily takes advantage of any bankruptcy or insolvency laws, or is adjudicated a bankrupt, or when a petition or answer is filed proposing the adjudication of a Member as a bankrupt and such Member either consents to the filing or such complaint or answer is not discharged or denied prior to the expiration of sixty (60) days following the date of filing.
- 9.8 This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of all Members and their respective legal representatives, heirs, permitted successors and permitted assigns.

IN WITNESS WHEREOF, the Members have entered into this Agreement and have hereunto set their hands to multiple copies hereof, as of the effective date first written above.

OLYMPIC MQTOR COMPANY, L.L.C.

BY.

PENUEL RAJ CLEMENT, as Manager and Sole Member

EXHIBIT A

Names, Addresses, Cash Contributions, and Distribution Percentages of Members

Member Name and Address	Distribution Percentage	Additional Capital Contribution
Penuel Raj Clement	100 percent	\$100

State of Missouri



Robin Carnahan Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS.

Olympic Motor Company, L.L.C. LC0754939

filed its Articles of Organization with this office on the 1st day of August, 2006, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 1st day of August, 2006, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 1st day of August, 2006.

Polin Camahan

Secretary of State





State of Missouri Robin Carnahan, Secretary of State

File Number: 200621390254 LC0754939 Date Filed: 08/01/2006 Robin Carnahan Secretary of State

Articles of Organization

1.	The name of the limited liability company is:
	Olympic Motor Company, L.L.C.
2.	The purpose(s) for which the limited liability company is organized: To sell, market and lease new and used automobiles; to repair and service automobiles; and to sell accessories, tires, gasoline and oil and other goods and services incidental to the selling of new and used automobiles.
	The transaction of any lawful business for which a limited liability company may be organized under the Missouri Limited Liability Company Act, Chapter 347 RSMo.
3.	The name and address of the limited liability company's registered agent in Missouri is:
	Sherman, Don R 7701 CLAYTON ROAD, St. Louis MO 63117 Name Address
4.	The management of the limited liability company is: X Manager Member Membe
5.	The duration (period of existence) for this limited liability company is:
	12/31/2056
6.	The name(s) and street address(es) of each organizer:
	Mark D. Sadow, 7701 Clayton Rd., St. Louis MO 63117
In	Affirmation thereof, the facts stated above are true and correct: (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)
	ark Sadow
Or	ganizer Name)

1. TITLE OF DOCUMENT:

Deed of Trust

2. DATE OF DOCUMENT:

August 7, 2020

3. GRANTOR(S):

1790 N HWY 67 HOLDINGS, LLC

4. GRANTEE(S):

MIDWEST REGIONAL BANK

5. STATUTORY MAILING ADDRESS(ES):

GRANTOR'S ADDRESS: 1790 N LINDBERGH , FLORISSANT, MO 63303

GRANTEE'S ADDRESS: 363 FESTUS CENTRE DR , PO BOX 1269, FESTUS, MO 63028-1269

RECORDATION REQUESTED BY:
MIDWEST REGIONAL BANK, 363 FESTUS CENTRE DR ,
PO BOX 1269, FESTUS, MO 63028-1269

WHEN RECORDED MAIL TO: MIDWEST REGIONAL BANK, 363 FESTUS CENTRE DR , PO BOX 1269, FESTUS, MO 63028-1269

SEND TAX NOTICES TO: 1790 N HWY 67 HOLDINGS, LLC; 1790 N LINDBERGH : FLORISSANT, MO 63303

6. LEGAL DESCRIPTION:

Legal description of the property is set out in EXHIBIT A.

7. REFERENCE BOOK AND PAGE(S):

DEED OF TRUST WITH FUTURE ADVANCES AND FUTURE OBLIGATIONS GOVERNED BY SECTION 443.055 RSMO

THE TOTAL PRINCIPAL AMOUNT OF ALL OBLIGATIONS SECURED IS \$1,734,400.00

MAXIMUM LIEN. The total principal amount of obligations at any one time which is secured by this Deed of Trust, in addition to any interest and any amounts advanced by Lender for the protection of the security interests granted herein, is \$1,734,400.00. This Deed of Trust, including any advances as described above, shall be governed by all provisions of Section 443.055 of the Revised Statutes of Missouri in effect as of the date of this Deed of Trust.

THIS DEED OF TRUST is dated August 7, 2020, among 1790 N HWY 67 HOLDINGS, LLC, A MISSOURI LIMITED LIABILITY COMPANY, whose address is 1790 N LINDBERGH, FLORISSANT, MO 63303 ("Grantor"); MIDWEST REGIONAL BANK, whose address is 363 FESTUS CENTRE DR. PO BOX 1269, FESTUS, MO 63028-1269 ("Grantee", referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Steven Nesler, whose address is 211 E Grover St PO Box 18, Otterville, MO 65348-0018 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby grant, bargain, sell, convey and confirm unto the Trustee for the benefit of Lender as Beneficiary the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); all proceeds (including insurance proceeds); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ST LOUIS County, State of Missouri:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 1760, 1780, & 1790 N HIGHWAY 67 STREET & 1675 N NEW FLORISSANT ROAD, FLORISSANT, MO 63033. The Real Property tax identification number is 08J540888; 08J540899: 07J220017: 08J540901.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future obligations of Grantor to Lender and all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

DEED OF TRUST (Continued)

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threalened release of any Hazardous Substance by any person on, under, about or from the Property: (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing. (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing. (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local taws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nulsance, Wasto. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Londer's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's oplion, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Missouri law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges

DEED OF TRUST (Continued)

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(including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall not further encumber the Property or permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien on the Property, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the toan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer, (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims,

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at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

DEED OF TRUST (Continued)

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of under the excessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall relmburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

TENANCY OF GRANTOR. By the execution and delivery of this Deed of Trust, Grantor does hereby become a tenant of the Trustee, and Trustee hereby lets to Grantor the Property until the Indebtedness is fully paid or until a sale under the provisions of the paragraph of this Deed of Trust entitled "Foreclosure," at a rental of one cent per month, payable monthly on demand. Grantor agrees to surrender peaceable possession of the Property and every part of the Property sold or conveyed by the Trustee under the terms of this Deed of Trust to the purchaser at such sale upon the day of such sale, without notice or demand.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment. (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors. (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Deed of Trust and this Deed of Trust shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Deed of Trust or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Deed of Trust.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time

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made or furnished or becomes false or misleading at any time thereafter.

Termination of Future Advances. Grantor's exercise of Grantor's rights under Mo. Rev. Stat. Section 443.055 (or any successor provision to such statute) to terminate the operation of this Deed of Trust as security for future advances on future obligations.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Accolerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. Lender shall have the right to direct the Trustee to proceed to sell the Property at public vendue to the highest bidder for cash, (as to any part of the Property situated in the City of St. Louis) at the east front door of the Court House, being the Civil Courts Building, at 11th and Market Streets, in the city of St. Louis, State of Missouri; and/or (as to any part of the Property situated in the County of St. Louis) in the main lobby of the St. Louis County Courts Building, 105 South Central Avenue, in Clayton, in the County of St. Louis, State of Missouri, first giving all notices required by Missouri law, then in effect, with respect to exercising powers of sale under the deed of trust. Upon such sale, the Trustee shall execute and deliver a deed or deeds of conveyance of the Property sold to the purchasers thereof, and any statement or recital of fact in any such deed shall be prima facie evidence of the truth of such statement or recital. The Trustee shall receive the proceeds of any such sale, out of which the Trustee shall pay, first the costs and expenses of executing this trust, including compensation to the Trustee and to any attorneys employed by the Trustee, for their services, and the cost of procuring evidence of title; second, to Lender, for all moneys paid for insurance, taxes, lien claims, and other charges, together with interest thereon as provided in this Deed of Trust; third, to Lender, all remaining Indebtedness, including the Note; fourth, the remainder, if any, to the holders of any lien on the Property junior to the lien of this Deed of Trust and to the Grantor, as their interests may appear. In the event the net proceeds of such sale or sales shall not be sufficient to pay in full the Indebtedness secured by this Deed of Trust, unless prohibited by law, Grantor hereby promises and agrees to pay any deficiency thereon on demand, with interest.

UCC Remodies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

DEED OF TRUST (Continued)

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount.

Other Remedles. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Deed of Trust, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Deed of Trust, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property to the extent necessary to give clear title and upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of ST LOUIS County, State of Missouri. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law.

(Continued)

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Missouri.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of JEFFERSON County, State of Missouri.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Missouri as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings altributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means MIDWEST REGIONAL BANK, and its successors and assigns.

(Continued)

Borrower. The word "Borrower" means 1790 N HWY 67 HOLDINGS, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Malerials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means 1790 N HWY 67 HOLDINGS, LLC.

Guarantor. The word "Guarantor" means any guarantor, surely, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means MIDWEST REGIONAL BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated August 7, 2020, in the original principal amount of \$1,734,400.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Steven Nesler, whose address is 211 E Grover St PO Box 18, Otterville, MO 65348-0018 and any substitute or successor trustees.

WAIVE JURY. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEED OF TRUST (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS GRANTOR: 1790/N HWY 67 HOLDINGS, LLC ENUEL RAJ CLEMENT, Member of 1790 N HWY 67 HOLDINGS, LLC LIMITED LIABILITY COMPANY ACKNOWLEDGMENT)) SS) On this day of LUGUEST 20 20, before me appeared PENUEL RAJ CLEMENT, Member of 1790 N HWY 67 HOLDINGS, LLC, to me known to be the person described in and who executed the foregoing Deed of Trust, as the member or designated agent of 1790 N HWY 67 HOLDINGS, LLC, a limited liability company, and acknowledged that he or she executed the same as the free act and deed of said limited liability company and is acting for and on health of and an acting for any acting for any acting for an acting for any acting for acting for any acting for any acting for any acting for acting behalf of and as member or designated agent of the said limited liability company. My Commission expires: AMBER E. LANG My Commission Expires May 17, 2024 St. Louis County Commission #12476120 LaserPro, Ver. 20.2.0.043 Finastra USA Corporation 1997, 2020. All Rights Reserved. MO

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EXHIBIT "A"

Legal Description

File No. 2070020-10041

Parcel 1:

Part of Lot 42 of St. Ferdinand Commons being more particularly described as follows: Beginning at the point of intersection of the South line of said Lot 42 and the Southeast line of Lindbergh Boulevard 60 feet wide; thence North 56 degrees 14 minutes East along the Southeast line of Lindbergh Boulevard, 250.73 feet to an iron pipe; thence South 61 degrees 25 minutes East 123.14 feet to a point; thence South 89 degrees 4 minutes East 118.12 feet to a point in the West line of Florissant Road 60 feet wide; thence South 0 degrees 56 minutes West along the West line of Florissant Road 90 feet to the South line of said Lot 42; thence North 88 degrees 29 minutes West along the South line of said Lot 42, 433.35 feet to the point of beginning, according to a survey thereof executed by Jul. L. Mueller, Surveyor, on July 20, 1955, EXCEPTING THEREFROM that part thereof conveyed to St. Louis County Missouri for New Florissant Road by deed recorded in Book 6277 page 1606 of the St. Louis County Records, ALSO EXCEPTING that part thereof taken by Condemnation, a certified copy of which is recorded in Book 6291 page 676.

Parcel 2:

Part of Lot 42 of St. Ferdinand Commons, in St. Louis County, Missouri, being more particularly described as follows:

Beginning a point in the West line of Florissant Road, 60 feet wide, distant North 0 degrees 56 minutes East 90 feet from the South line of said Lot 42; thence North 0 degrees 56 minutes East along the West line of Florissant Road 138.12 feet to an iron pipe; thence along the rounded intersection of Florissant Road and Lindbergh Boulevard along a curve to the left having a radius of 40 feet a distance of 85.75 feet to a point in the Southeast line of Lindbergh Boulevard, 60 feet wide, thence South 56 degrees 14 minutes West along the Southeast line of Lindbergh Boulevard 200 feet to an iron pipe; thence South 61 degrees 25 minutes East 123.14 feet to a point; thence South 89 degrees 4 minutes East 118.12 feet to the point of beginning, Excepting Therefrom that portion thereof conveyed to St. Louis County by instrument recorded in Book 6277 page 1606 of the St. Louis County records and further Excepting Therefrom that portion thereof condemned by the State of Missouri, ex rel State Highway Commission of Missouri, according to decree rendered under Cause No. 284634 of the Circuit Court of St. Louis County, Missouri being the same property conveyed to Jack R. Sullivan and wife by deed recorded in Book 8104 page 759.

DECLARATION OF OPERATING AGREEMENT OF 1790 N HWY 67 HOLDINGS, LLC

This Declaration of Operating Agreement is made and entered into as of the 27th day of July, 2020 (the "Effective Date") by Penuel Raj Clement, as the sole member.

Recitals

- (a) Penuel Raj Clement, desires to organize a limited liability company engaging in all activities incident thereto and transacting such other business and activities as may be approved by the Member(s).
- (b) This Agreement sets forth Penuel Raj Clement's understanding with respect to the organization and operation of the limited liability company and the scope and conduct of its business.

NOW, THEREFORE, in consideration of the receipt of all of the outstanding interests in the limited liability company, Penuel Raj Clement hereby declares as follows:

Article I. Organization

- Section 1.1. Formation of the Company. The Member hereby declares herself to be the sole member of the Company, with all of the rights of a member in a limited liability company formed under the provisions of the Missouri Limited Liability Company Act (the "Act") for the limited purposes set forth in this Agreement. "Articles of Organization" which conform to the requirements of the Act have been filed in the appropriate governmental offices in order to constitute the Company as a valid Missouri limited liability company under the Act, effective as of the Effective Date.
- Section 1.2. Name. The Company shall conduct its affairs solely under the name of "1790 N HWY 67 Holdings, LLC" and such name shall be used at all times in connection therewith.
- Section 1.3. Term. The term of the Company shall commence with the filing of the Articles of Organization and continue until the winding up and liquidation of the Company following a Liquidation Event, as provided in Article VIII.
- Section 1.4. Character of Business; Powers. The business of the Company (the "Business") is to: (1) engage in automotive sales and warranty sales; and (2) exercise all rights and powers and engage in all activities which a limited liability company may legally exercise pursuant to the Act.
- Section 1.5. Name and Address of the Member. The name and mailing address of the Member is as follows: Penuel Raj Clement, 1790 N Lindbergh, Florissant, Missouri 63303.

- Section 1.6. Principal Place of Business. The principal place of business of the Company shall be located at 1790 N Lindbergh, Florissant, Missouri 63303, or such other location as the Member may hereafter determine.
- Section 1.7. Domestic Registered Agent and Registered Office. The name of the Company's registered agent for service of process in Missouri and its registered office in Missouri shall be Don R. Sherman, 7701 Clayton Road, St. Louis, MO 63117. The Member may change such registered resident agent and/or registered office, at any time, by making all appropriate filings.
- Section 1.8. Certain Definitions. As used herein, the following terms have the following meanings:
- (A)"Agreement" means this Declaration of Operating Agreement, as amended, restated, or supplemented from time to time as herein provided.
- (B) "Business Property" means all property, assets, and interests (whether real or personal, tangible or intangible) owned or held from time to time by the Company.
 - (C) "Company" means this limited liability company.
- (D) "Extraordinary Loss" means any sum paid or payable by the Company to (1) defend, settle, or compromise any threatened, pending or completed action, suit, or proceeding against the Company, whether civil, criminal, administrative, or investigative, including punitive or exemplary damages or any loss resulting from any Member's Misconduct, (2) discharge any judgment entered therein, and (3) pay all legal fees and other expenses incurred by the Company in connection therewith.
 - (E) "Member" means Penuel Raj Clement.
- (F) "Operating Proceeds" for the applicable period means all cash receipts of the Company during such period (excluding Dissolution Proceeds) plus the amount of any cash released from Company reserves during such period, less the following costs and expenses paid during such period (to the extent not paid from reserves):
 - a. cash operating expenses;
 - b. interest and principal payments on any indebtedness of the Company;
- c. cash expenditures for repairs, supplies, capital improvements, investments in assets, and other capital items; and
- d. any additions to Company reserves which the Member causes the Company to make.

- (H) "Person" means an individual, partnership, corporation, limited liability company, trust, or other association.
 - (I) "Successor-in-Interest" means the lawful heirs of Penuel Raj Clement.

Section 1.9. Additional Definitions. The definitions in Section 1.8 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, and neuter forms. The words "include," includes," and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," hereunder," and similar terms shall refer to this Agreement, unless the context otherwise requires.

Section 1.10. Ratification of Acts. The Member hereby ratifies, approves, and confirms all documents executed, acknowledged, and/or delivered and all acts, agreements, purchases, and other actions by the Member of the Company prior to the Effective Date.

Article II. Capital Contributions

Section 2.1. Initial Capital Contribution. The Member may, in the exercise of his sole and absolute discretion, from time to time contribute, either directly or through employees, agents, and/or officers (or their equivalent) of the Member or its affiliate, labor or administrative services in connection with the routine conduct of the Business and the development and maintenance of the Business Property and make additional capital contributions from time to time to pay routine operating expenses incurred by the Company with respect to the Business Property; provided, however, that, the Member shall not be obligated to make contributions to the capital of the Company for Extraordinary Losses or other unusual or nonrecurring costs or expenses without the prior written consent of the Member, which may be given or withheld in its sole and absolute discretion.

Section 2.2. No Additional Capital Contributions. The Member shall not be required to make any additional capital contributions or loans to the Company or be personally liable for the payment of any debts of the Company.

Article III. Distributions

Section 3.1. Distributions of Operating Proceeds. The Company's Operating Proceeds shall be distributed to the Member at such times as the Member shall determine.

Article IV. Allocation Of Profits And Losses

Section 4.1. Profits and Losses. All of the Company's income, gains, losses, deductions, and credits (and items thereof), for each fiscal year of the Company, shall be reported by the Member for income tax purposes consistent with the provisions of Section 5.4.

Article V. Accounting

Section 5.1. Accounting Methods; Company Records.

- (A) The Company's books, financial statements, and records shall be prepared in accordance with the accounting practices customarily applied to like businesses. The Company shall use the cash or accrual method of accounting, as determined by the Member and permitted by applicable tax law.
- (B) The Company shall comply with all recordkeeping requirements imposed by the Act. The Company shall maintain its books, records, and financial statements separate from those of any other Person.
 - Section 5.2. Fiscal Year. The fiscal year of the Company shall be the calendar year.
- Section 5.3. Bank Accounts; Title to Business Property. The funds of the Company shall be deposited in such bank accounts, or invested in such interest-bearing or noninterest bearing investments in the Company's name, as shall be determined by the Member. The funds of the Company shall not be commingled with the funds of the Member or any other Person and no Person shall employ such funds in any manner except for the benefit of the Company. Title to the Business Property shall be held, and conveyances thereof, as permitted hereunder, shall be made, in the name of the Company. In no event shall any property or assets held by the Member, in his individual capacity, or any Affiliate of the Member (other than the Company) be deemed to be not Company property nor shall the Company have any interest therein.
- Section 5.4. Tax Status. Notwithstanding any provision of this Agreement to the contrary, it is the intention of the Member that the Company be disregarded solely for federal, state, and local income tax purposes. Accordingly, the Company shall not apply for any tax identification number or prepare or file any federal, state, or local income tax return. The Company shall, as soon as is practicable after the end of each fiscal year, prepare a statement setting forth each item of income, gain, loss, deduction, and credit and forward the same to the Member, who shall report each such item on his income tax return as required by applicable law. Nothing in this Section shall be construed to extend the purposes or expand the obligations or liabilities of the Company or the Member.

Article VI. Powers, Rights, and Duties of the Member

Section 6.1. Management Authority and Duties of Member. Subject to Section 6.2, the overall management and control of the Company and the Business shall be vested in the Member who shall have the exclusive right, authority, and responsibility to participate in the management of the business and affairs of the Company and to enter into transactions on behalf of the Company within the scope of the Business; provided, however, that the Member may delegate to third parties ministerial authority to conduct or participate in the day-to-day operations of the Company. Pursuant to the foregoing and subject to the other provisions hereof, the Member shall

have all of the rights and powers of a member as provided under the Act and as otherwise provided by law.

- Section 6.2. Restrictions on Borrowing. In addition to the limitations set forth elsewhere herein, the Company shall not incur any indebtedness without the prior written approval of Penuel Raj Clement in his capacity as the Member.
- Section 6.3. Liability and Indemnification of the Member and Affiliates. Except with respect to Misconduct, the Company shall, to the fullest extent permitted under the Act, indemnify and hold harmless the Member from any loss, damage, liability, or expense incurred or sustained by them by reason of any act performed or any omission for or on behalf of the Company or in furtherance of the interests of the Company, including any judgment, award, settlement, reasonable attorney's fees, and other costs and expenses (which may be advanced by the Company) incurred in connection with the defense of any actual or threatened action, proceeding, or claim.
- Section 6.4. Compensation and Expense Reimbursements. The Company shall not pay the Member any salary or other compensation for acting as Member or for any service rendered to the Company. The Company shall reimburse the Member and the Winding-Up Person (as defined in Section 7.2) for all reasonable out-of-pocket expenses incurred by them in connection with the discharge of their duties under this Agreement.
- Section 6.5. Liability for Company Debts and Obligations. The Member shall *not* be personally liable for any of the expenses, liabilities, or obligations of the Company except to the extent expressly provided in an agreement executed by the Member them evidencing his agreement to be personally liable for such expenses, liabilities, or obligations.
- Section 6.6. Company Obligations. To the extent this Agreement imposes duties and obligations upon the Company, the Member and his successors-in-interest shall take such actions or cause the Company to take such actions as may be necessary or appropriate to cause the Company to fulfill its duties and obligations hereunder; provided, however, nothing in this Section shall be construed to relieve or expand any obligation of the Member as set forth in this Agreement.

Article VII. Dissolution of the Company

- Section 7.1. Liquidation Events. No act, thing, occurrence, event, or circumstance shall cause or result in the dissolution of the Company except that the earliest to occur of any of the following events (a "Liquidation Event") shall work an immediate dissolution of the Company:
 - (A) The sale or other disposition of all or substantially all of the Business Property; and
- (B) Any event (each, a "Dissociation Event") described in Section 347.123 of the Act occurring with respect to the Member; provided, however, that the events described in Section 347.123(4) or (5) of the Act shall not be deemed to be Dissociation Events.

Section 7.2. Distribution of Proceeds on Dissolution; Winding Up; Reserves.

- (A) Upon the occurrence of a Dissolution Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, satisfying the claims of its creditors, and liquidating its assets, and the Member shall not take any action that is inconsistent with or unnecessary to the winding up of the Company's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations in this Agreement shall continue in full force and effect until such time as the Dissolution Proceeds have been distributed pursuant to this Section and the Company has filed articles of termination.
- (B) The Member or, if there is no Member, the Member's Successor-in-Interest (in either case, the "Winding-Up Person") shall be responsible for overseeing the winding up and liquidation of the Company. As soon as reasonably practical after the occurrence of a Liquidation Event, the Winding-Up Person shall file a notice of winding up and take such other actions as are required under the Act to dispose or make provision for the known and unknown claims against the Company. After filing the notice of winding up, the Winding-Up Person shall take full account of the Company's liabilities and the Business Property, cause the Business Property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom and any other assets and funds of the Company (collectively, the "Dissolution Proceeds"), to the extent sufficient therefor, to be applied and distributed in the following order:
- (1) First, to the payment of the Company's known debts and liabilities, but if the amount available therefor shall be insufficient, then pro rata on account thereof; and
- (2) Then, the balance, if any, less such reserves ("Dissolution Reserves") as the Winding-Up Person reasonably determines are necessary or appropriate for anticipated or contingent expenses of the Company, shall be distributed to the Member, or if the Member is not then living, to the Successor in Interest.
- (C) To the extent the Winding-Up Person subsequently determines Dissolution Reserves (or any part thereof) to be unnecessary for Company expenses, she/he/it shall cause such amounts to be distributed or paid to the Member, or other Persons who would have received the proceeds comprising such Dissolution Reserves under this Section as if such proceeds had not been used to fund Dissolution Reserves.
- (D) When all of the Company's property and assets have been applied and/or distributed as provided in this Section, the Winding-Up Person shall file articles of termination as provided in the Act and take such other actions as may be necessary to cause the Company to withdraw from all jurisdictions where the Company is then authorized to transact business. The Winding-Up Person shall not receive any compensation for any services performed pursuant to this Section.

Article VIII. General

Section 8.1. Duration of Agreement; Amendments. This Agreement may be amended only by a written agreement executed by the Member which specifically and expressly states that it is an amendment to this Agreement. In the event the Member transfers all or any portion of his Interest to any Person and such Person then becomes a Member pursuant to a writing executed and delivered by the transferor Member contemporaneously with such transferor, which expressly states that such transferee is to be a Member of the Company, this Agreement shall (1) automatically terminate and become of no force and effect if there is then more than one Member, or (2) if there is then only one Member, upon the earlier to occur of (a) thirty (30) days after the date of such transfer, or (b) the date the Member executes a new operating agreement which conforms with the Act.

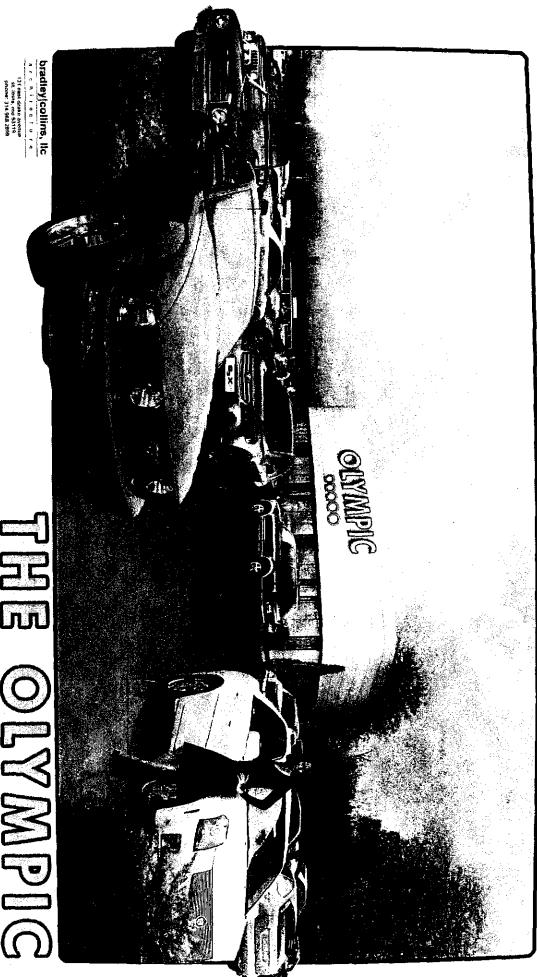
Section 8.2. Miscellaneous. This Agreement and the rights of the Member hereunder shall be governed by and interpreted in accordance with the laws of the state of Missouri. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the Member and his legal representatives, successors, and assigns. Captions contained in this Agreement in no way define, limit, or extend the scope or intent of this Agreement. If any provision of this Agreement, or the application of any such provision to any Person or circumstance shall be held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, the remainder of this Agreement, or the application of such provision to any other Persons or circumstances, shall not be affected thereby and shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is incorporated in this Agreement by reference.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

Penuel Raj Clement

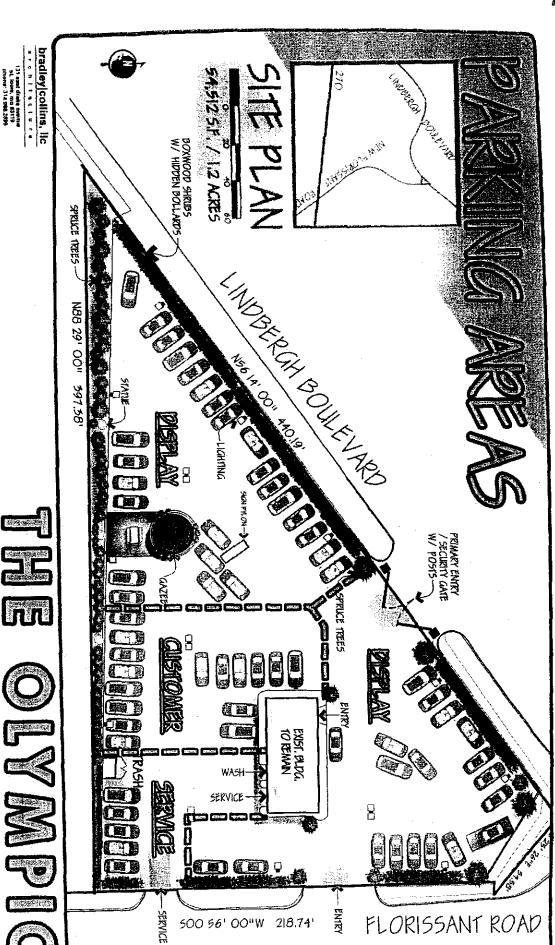
1 2 3	INTRODUCED BY JULY 24, 2006	Y COUNCILMAN HE	RNANDEZ		
4 5 6	BILL NO. 8234	ı	ORDINANCE NO.	7321	
7 8 9 10	DENOS DA	/B/A THE OLYMPI CAR DEALERSHIP	G A SPECIAL USE PERMIT TO IC FOR THE OPERATION OF A LOCATED AT 1760, 1780 & 1	PRE-	
11 12	WHEREAS	, the Florissant Zoning	g Ordinance authorizes the City Counc	il of the City of	
13	Florissant, by Special Use Permit, after public hearing thereon, to permit the operation of a pre-				
14	owned car dealership; and				
15	WHEREAS, an application has been filed by Ellis Denos d/b/a The Olympic. for the				
16	operation of a pre-owned car dealership located at 1760, 1780 an 1790 N. Highway 67; and				
17	WHEREAS, the Planning and Zoning Commission of the City of Florissant, at their				
18	meeting of July 6th, 2006 has recommended that the said Special Use Permit be granted with				
19.	certain conditions; and				
20	WHEREAS, due notice of a public hearing on said application to be held on the 24th of				
21	July, 2006 at 8:00 P.M. by the Council of the City of Florissant was duly published, held and				
22	concluded; and				
23	WHEREAS, the Council, following said public hearing, and after due and careful				
24	consideration, has concluded that the granting of the Special Use Permit as hereinafter provided				
25	would be in the best interest of the City of Florissant.				
26 27 28	NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:				
29	Section 1: A	A Special Use Permit is	s hereby granted to Ellis Denos d/d/a T	The Olympic with	
30	the following stipulations:				
31	a.	Trash enclosures s	shall be constructed of vinyl fencing	with a solid re-	
32		enforced metal gate) .		
33	b.	Site lighting as per	plans submitted.		
34	c.	Landscaping shall b	be in accordance with the submitted site	plan.	
35	đ.	Car washing area	would take place with an approved di	rain to a sanitary	
36		sewer system.			

37	e. All signage shall meet Cit code or otherwise be approved by the
38	amendment to the Special Use Permit.
39	Section 2: Said Permit herein authorized shall remain in full force and effect and subject
40	to all of the ordinances of the City of Florissant.
41	Section 3: When the named permittee discontinues the operation of said business, the
42	Special Use Permit herein granted shall no longer be in force and effect.
43	Section 4: This ordinance shall become in force and effect immediately upon its passage
44	and approval.
45	with approximation
46	Adopted this May of August, 2006.
47	
48	(Jan -
49 50	Tim Lee
50 51	President of the Council
52	City of Florissant
53	A 1
54	Approved this 16 day of August, 2006.
55	
56 57	(Robert Jamy)
58	Robert G. Lowery, St.
59	Mayor, City of Florissant
60	
61	,
62	ATTEST/
63	
64	Washing No. 100 April 100
65 66	Karen Goodwin, MMCA/MRCC City Clerk
66 67	City Cicik



THE OLYMPIC
1790 North Highway 67 Florissant, Missouri 63303

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131 apat diske nvemie 51. kvem, ma 83119 phone: 314.968,2696

RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN
CHAIRMAN
SIGN. MIMM DATE: 76/06

1790 North Highway 67 Flourissant, Missouri 6303

