



FLORISSANT CITY COUNCIL AGENDA
City Hall
955 rue St. Francois
Monday, March 9, 2015
7:30 PM
Karen Goodwin, MMC/MRCC



I. PLEDGE OF ALLEGIANCE

II. ROLL CALL OF MEMBERS

III. APPROVAL OF MINUTES

- Meeting minutes of February 23rd, 2015

IV. HEARING FROM CITIZENS

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

V. COMMUNICATIONS

VI. PUBLIC HEARINGS

None

VII. OLD BUSINESS

A. SECOND READINGS

9056 Application Staff Rpt Plans	Ordinance to rezone for Missouri CVS Pharmacy, LLC the property located at 696 & 698 N. Hwy 67 from a B-3 Extensive Commercial District to a B-5 Planned Commercial District to allow for the operation of a 24 hour drive through pharmacy, retail, liquor sales and medical clinic. (postponed to this day from 1/12/15, 1/26/15, 2/9/15 and 2/23/15)	2 nd Reading Henke
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9077 Application	Ordinance authorizing a transfer of Special Use Permit No. 7942 from Kaslik Restaurant Inc. d/b/a Kaslik to JB&W LLC d/b/a Tropicale Grill for the location and operation of a carry-out restaurant located at 8141 N. Lindbergh.	2 nd Reading Eagan
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9078 Agreement	Ordinance authorizing the Mayor of the City Of Florissant to enter into a user agreement for Dispatch Equipment for the Interoperable Radio System with St. Louis County, Missouri.	2 nd Reading Council as a whole
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VIII. NEW BUSINESS

A. BOARD APPOINTMENTS

B. REQUESTS

Ward 9 Application	Request for a transfer of Special Use Permit No. 7988 from Chicago Market & Deli LLC d/b/a Chicago Steak & Lemonade to ALMA Group, Inc. d/b/a Hawaiian Grill for the location and operation of a sit-down, carry-out restaurant located at 2575 N. Hwy 67.	Shadi Freij
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C. BILLS FOR FIRST READING

9079 Application	Ordinance authorizing a transfer of Special Use Permit No. 7988 from Chicago Market & Deli LLC d/b/a Chicago Steak & Lemonade to ALMA Group, Inc. d/b/a Hawaiian Grill for the location and operation of a sit-down, carry-out restaurant located at 2575 N. Hwy 67.	Hernandez
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9080 Agreement	Ordinance authorizing the Mayor of the City of Florissant to enter into and execute a contract with St. Louis County, Missouri for municipal ordinance prosecution in the St. Louis County's municipal courts mental health/jail diversion program.	Council as a whole
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IX. COUNCIL ANNOUNCEMENTS

X. MESSAGE FROM THE MAYOR

XI. ADJOURNMENT

THIS AGENDA WAS POSTED AT THE FLORISSANT CITY HALL ON MARCH 6TH, 2015 AT 12:00 PM ON THE BULLETIN BOARD OUTSIDE THE COUNCIL CHAMBERS. ANY ONE WISHING TO ATTEND THE COUNCIL MEETING WHO HAS SPECIAL NEEDS SHOULD CONTACT THE CITY CLERK'S OFFICE AT 839-7630 OR TDD 839-5142 BY NOON ON MONDAY, MARCH 9TH, 2015.

CITY OF FLORISSANT



COUNCIL MINUTES

February 23, 2015

The Florissant City Council met in regular session at Florissant City Hall at 955 rue St. Francois on Monday, February 23, 2015 at 7:30 p.m. with Council President Joseph Eagan presiding. The Chair asked everyone in attendance to stand and join in the Pledge of Allegiance.

On Roll Call the following were present: Pagano, Schmidt, Hernandez, Lee, Eagan, Caputa, Schildroth and Henke. Also present was Mayor Thomas P. Schneider, City Attorney John Hessel and City Clerk Karen Goodwin. Councilman Jones was excused. A quorum being present the Chair stated that the Council meeting was in session for the transaction of business.

Councilman Lee moved to approve the Meeting Minutes of 2/9/2015, seconded by Schildroth. Motion carried.

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

The next item on the Agenda was *Communications*.

1. Email, dated February 8, 2015 from John Engelmeyer regarding appropriation ordinances.
2. Email, dated February 12, 2015 from John Engelmeyer regarding comment cards.

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

At the request of the petitioner, Councilman Henke moved to postpone Bill No. 9056 An Ordinance to rezone for Missouri CVS Pharmacy LLC the property located at 696 & 698 N. Hwy. 67 from B-3 Extensive Commercial District to a B-5 Planned Commercial District to allow for the location and operation of a 24 hour drive-through pharmacy, retail sales, medical clinic and liquor sales to 3/9/2015, seconded by Pagano. Motion carried.

33 Councilman Eagan moved that Bill No. 9072 An Ordinance authorizing a
34 Special Use Permit to Dinner Lab, STL, LLC d/b/a Dinner Lab to allow for the
35 operation of a catering company for the property located at 472 Howdershell Road be
36 read for a second time, seconded by Schildroth. Motion carried and Bill No. 9072 was
37 read for a second time. Councilman Eagan moved that Bill No. 9072 be read for a third
38 time, seconded by Hernandez. Motion carried and Bill No. 9072 was read for a third
39 and final time and placed upon its passage. Before the final vote all interested persons
40 were given an opportunity to be heard.

41 On roll call the Council voted: Pagano yes, Schmidt yes, Hernandez yes, Lee yes,
42 Jones absent, Eagan yes, Caputa yes, Schildroth yes, and Henke yes. Whereupon the
43 Chair declared Bill No. 9072 to have passed and said Bill became Ordinance No. 8117.

44 Councilman Lee moved that Bill No. 9073 An Ordinance authorizing the
45 reimbursement of Capital Expenditures with the proceeds of tax-exempt bonds be read
46 for a second time, seconded by Schmidt. Motion carried and Bill No. 9073 was read for
47 a second time. Councilman Caputa moved that Bill No. 9073 be read for a third time,
48 seconded by Schildroth. Motion carried and Bill No. 9073 was read for a third and final
49 time and placed upon its passage.

50 Before the final vote all interested persons were given an opportunity to be
51 heard. On roll call the Council voted: Pagano yes, Schmidt yes, Hernandez yes, Lee yes,
52 Jones absent, Eagan yes, Caputa yes, Schildroth yes, and Henke yes. Whereupon the
53 Chair declared Bill No. 9073 to have passed and said Bill became Ordinance No. 8118.

54 Councilwoman Pagano moved that Bill No. 9074 An Ordinance advancing the
55 sum of \$1,170,000 from the General Fund of the City of Florissant to the Court Building
56 Fund to provide for the purchase of a court building and related costs be read for a
57 second time, seconded by Henke. Motion carried and Bill No. 9074 was read for a
58 second time. Councilwoman Pagano moved that Bill No. 9074 be read for a third time,
59 seconded by Henke. Motion carried and Bill No. 9074 was read for a third and final
60 time and placed upon its passage.

61 Before the final vote all interested persons were given an opportunity to be
62 heard.

63 Daniel P. Boyle, Florissant Municipal Judge, appeared before the Council and
64 stated that Florissant is one of the busiest courts in the state, not only because of size, but
65 also because of the location. He thanked the Mayor and Council for purchasing the new
66 building which will have adequate parking and space to house the court offices.

67 Kevin O'Donnell, 512 Rancho, stated that he could not hear well at the back of
68 the Council Chambers.

69 Seeing no additional persons who wished to be heard, on roll call the Council
70 voted: Pagano yes, Schmidt yes, Hernandez yes, Lee yes, Jones absent, Eagan yes,
71 Caputa yes, Schildroth yes, and Henke yes. Whereupon the Chair declared Bill No.
72 9074 to have passed and said Bill became Ordinance No. 8119.

73 Councilman Schmidt moved that Bill No. 9075 An Ordinance authorizing the
74 Mayor of the City of Florissant to enter into a Purchase and Sale Agreement for the
75 purchase of the property hereinafter described and known as 4575 Washington Street for
76 use as a new court facility be read for a second time, seconded by Henke. Motion
77 carried and Bill No. 9075 was read for a second time. Councilman Schildroth moved
78 that Bill No. 9075 be read for a third time, seconded by Caputa. Motion carried and Bill
79 No. 9075 was read for a third and final time and placed upon its passage.

80 Before the final vote all interested persons were given an opportunity to be
81 heard. On roll call the Council voted: Pagano yes, Schmidt yes, Hernandez yes, Lee
82 yes, Jones absent, Eagan yes, Caputa yes, Schildroth yes, and Henke yes. Whereupon
83 the Chair declared Bill No. 9075 to have passed and said Bill became Ordinance No.
84 8120.

85 Councilman Schildroth moved that Bill No. 9076 An Ordinance amending Title
86 II Chapter 210 "Offenses" by adding a new Section 210.506 regarding the regulation of
87 the sale and possession of vapor products be read for a second time, seconded by Eagan.
88 Motion carried and Bill No. 9076 was read for a second time. Councilman Schildroth
89 moved that Bill No. 9076 be read for a third time, seconded by Lee. Motion carried and
90 Bill No. 9076 was read for a third and final time and placed upon its passage.

91 Before the final vote all interested persons were given an opportunity to be
92 heard. On roll call the Council voted: Pagano yes, Schmidt yes, Hernandez yes, Lee
93 yes, Jones absent, Eagan yes, Caputa yes, Schildroth yes, and Henke yes. Whereupon

94 the Chair declared Bill No. 9076 to have passed and said Bill became Ordinance No.
95 8121.

96 The next item on the agenda was *Board Appointments.*

97 Councilman Caputa moved to re-appointment Jean Noltkamper, 545 Versailles,
98 to the Minimum Standard Board of Appeals as a member from Ward 4 for a term
99 expiring 2/27/2018, seconded by Lee. Motion carried.

100 Councilman Eagan moved to accept the Mayor's appointment of Jules Blair, 745
101 Naomi, to the Environmental Quality Commission as a member from Ward 2 for a term
102 expiring 2/23/2018, seconded by Schildroth. Motion carried.

103 Councilman Eagan moved to approve a request for a Transfer of Special Use
104 No. 7942 from Kaslik Restaurant, Inc. d/b/a Kaslik to JB & W LLC d/b/a Tropicale
105 Grill for the location and operation of a carry-out restaurant located at 8141 N.
106 Lindbergh, seconded by Pagano. Motion carried and the request was approved.

107 Councilman Eagan introduced Bill No. 9077 An Ordinance authorizing a
108 Transfer of Special Use Permit No. 7942 from Kaslik Restaurant, Inc. d/b/a Kaslik to JB
109 & W, LLC d/b/a Tropicale Grill for the location and operation of a carry-out restaurant
110 located at 8141 N. Lindbergh and said Bill was read for the first time by title only.

111 Council as a Whole introduced Bill No. 9078 An Ordinance authorizing the
112 Mayor of the City of Florissant to enter into a User Agreement for dispatch equipment
113 for the Interoperable Radio System with St. Louis County, Missouri and said Bill was
114 read for the first time by title only.

115 The next item on the Agenda was Council Announcements.

116 Councilman Lee thanked the City employees who were responsible for keeping
117 the streets cleared during the bad weather. March 8th is the Old Town Partners Pancake
118 Breakfast at the Old Town Wedding Chapel from 8-noon.

119 Councilman Caputa reminded residents to not leave their cars unattended when
120 they are warming them up in the morning. Also, he mentioned that he was very
121 impressed by the 6th graders at Duchesne Elementary School who came to Job Corps to
122 learn about the construction trade. They were a great bunch of kids and asked a lot of
123 intelligent questions.

124 Councilman Henke announced that Old Town Partners is looking for
125 sponsorships for the Pancake Breakfast.

126 Councilman Eagan stated that he was learning to operate the new sound system
127 in Council Chambers and it might take a little time for him to work out the “kinks”. He
128 announced that the St. Ferdinand Charity BBQ starts this Saturday and Sunday. Erin
129 Grace is the recipient of this year’s proceeds. The Police Explorers will be hosting a
130 trivia night at JJE on March 14th.

131 The next item on the Agenda was Mayor Announcements.

132 Mayor Schneider welcomed the new Superintendent of the Ferguson-Florissant
133 School District, Dr. Joseph Davis, to Florissant. He commended the interim
134 Superintendent, Mr. LaRue, on doing an excellent job also.

135 Phat Boys BBQ restaurant opened in Ward 5 on February 12th. On February
136 15th, the seniors had their annual Valentine’s Day Dance. On March 6th, D.A.R.E will
137 host “Party on the Ice” at the JJE ice rink. The Mayor’s Shamrock Ball will be held on
138 March 7th at Delmar Gardens which benefits Valley Industries. The business fair, hosted
139 by the North County Chamber of Commerce, will be held at the Eagan Center on March
140 21. The Mayor stated that the City of Chesterfield is attempting to introduce legislation
141 that would not benefit most area municipalities. He will be going to Jefferson City to
142 lobby against this legislation and against the closing of the Florissant Rotary license
143 office.

144 The next City Council Meeting is scheduled for March 9, 2015 at 7:30 pm.

145 Councilman Schildroth moved to adjourn the meeting, seconded by Lee. Motion
146 carried. The meeting was adjourned at 8:02 p.m.

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151 The following Bills were signed by the Mayor:

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153 Bill No. 9072 Ord. No. 8117

154 Bill No. 9073 Ord. No. 8118

155 Bill No. 9074 Ord. No. 8119

156 Bill No. 9075 Ord. No. 8120

157 Bill No. 9076 Ord. No. 8121

Karen Goodwin, City Clerk

1 INTRODUCED BY COUNCILMAN HENKE
2 SEPTEMBER 23, 2013

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4 BILL NO. 9056

ORDINANCE NO.

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AN ORDINANCE TO REZONE FOR CVS PHARMACY, LLC THE PROPERTY LOCATED AT 696 & 698 N. HWY 67 FROM B-3 EXTENSIVE COMMERCIAL DISTRICT TO A B-5 PLANNED COMMERCIAL DISTRICT TO ALLOW FOR THE LOCATION AND OPERATION OF A 24 HOUR DRIVE THROUGH PHARMACY, RETAIL SALES, MEDICAL CLINIC AND LIQUOR SALES.

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

WHEREAS, the Planning and Zoning Commission of the City of Florissant has recommended to the City Council at their meeting of November 3rd, 2014 that Ordinance No. 1625 be amended to change the classification of the property at 696 & 698 N. Hwy 67 from B-3 Extensive Commercial District to a B-5 Planned Commercial District for the location and operation of a 24 hour drive through pharmacy, retail sales, medical clinic and liquor sales; and

WHEREAS, due and lawful notice of a public hearing No. 14-11-031 on said proposed zoning change was duly published, held and concluded on Monday, November 24th, 2014 at 7:30 P.M. by the Council of the City of Florissant; and

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

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

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1. **PERMITTED USES**

The uses permitted for this property shall be limited to a Pharmacy including a drive through, retail, liquor sales and a medical clinic and other uses listed as permitted uses in the B-3 Extensive Business District. Other uses shall require approval by amendment to this B-5 Ordinance.

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

The total gross floor area of the retail center shall not exceed 13,225 square feet.

3. **PERFORMANCE STANDARDS**

The uses within the B-5 Planned Commercial District identified herein shall conform to the most restrictive performance standards as set forth in Section 405.135H of the Florissant Zoning Ordinance.

4. **TRASH ENCLOSURES**

Trash shall be kept within a compactor area as shown on drawing **Sheet 1 dated 10/15/14**, attached.

5. **PLAN SUBMITTAL REQUIREMENTS**

Final Development Plan shall be submitted to the Building Commissioner and shall include improvements as shown on drawing plans as listed above to be indicated on the Final Development.

6. **SITE DEVELOPMENT PLAN CRITERIA:**

a. Structure Setbacks:

(1) All setbacks shall be as shown on drawing **Sheet 1 dated 10/15/14**, attached.

b. Internal Drives:

(1) There shall be internal drives **as shown on Sheet 1 dated 10/15/14, attached.**

c. Minimum Parking/Loading Space Requirements.

(1) There shall be a minimum of **60 required parking spaces** provided on the property, **minimum 180 s.f.** , which includes accessible spaces.

d. Road Improvements, Access and Sidewalks

(1) There shall be new sidewalks and curb ramps provided as shown on **Sheet 1 dated 10/15/14**, attached.

e. Lighting Requirements.

(1) Location of lighting standards shall be **as shown on Sheet 1 dated 10/15/14 photometric plan 1472078 dated 10/17/14, attached.**

f. Sign Requirements.

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

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131 g. Landscaping and Fencing.

132 (1) Landscaping provided shall be as shown on **Sheet 2 dated 10/15/14**, attached.

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135 h. Miscellaneous Design Criteria.

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

138
139 (2) **The façades of the retail building shall be clay fired brick meeting the**
140 **masonry ordinance of the City, 500.040.**

141
142 i. Off-Street Loading Regulations. The off-street loading facilities required with respect
143 to the approximate store shall be as shown on **Sheet 1 dated 10/15/14**, attached.

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146 **7. FINAL SITE DEVELOPMENT PLAN**

147 The Final Development Plan shall be submitted to the Building Commissioner to
148 review for compliance with the applicable "B-5" Planned Commercial
149 Development ordinance prior to recording. Any variations from this ordinance
150 approved by the City Council and/or the conceptual plans attached to this
151 ordinance shall be processed in accordance with the procedure established in the
152 Florissant Zoning Code.

153
154 Permittee shall file for record with the St. Louis County Recorder of Deeds a copy
155 of this ordinance; the Permit shall not be effective until Permittee shall have
156 submitted proof of such filing and submitted to the City Engineer a written
157 acknowledgment and acceptance of the conditions specified herein.

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

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162 Any changes from the approved Final Development Plan must be reviewed by the
163 Building Commissioner. The Building Commissioner must make a determination as to
164 the extent of the changes per the following procedure:

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166 a. Submission/initial review regarding consistency requirement. The property owner
167 or authorized representative may submit an amended site development (concept)
168 plan to the Building Commissioner for review. The Building Commissioner shall
169 evaluate the request for consistency in purpose and content with the nature of the
170 proposal as originally or previously advertised for public hearing, with conditions
171 of the pertinent existing Planned Commercial District ordinance and with any
172 previously approved site development plans. If the submission of the amended site
173 development plan is necessitated by the enactment of an amended Planned

174 Commercial District ordinance hereunder, the changes sought shall be deemed
175 major and shall require a review thereof by the Planning and Zoning Commission.
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177 b. Initial determination of non-consistency. If the Building Commissioner
178 determines that the proposed amendment to the previously approved site plan is
179 not consistent in purpose and content with the nature of the proposal as originally
180 or previously advertised for public hearing or does not meet all of the conditions of
181 the pertinent Planned Commercial District ordinance, the Building Commissioner
182 shall so report to the applicant and the Planning and Zoning Commission. If the
183 applicant wishes to proceed with such proposed amendment, such applicant may
184 elect to thereafter proceed in accordance with the provisions of this Section.
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186 c. Initial determination of consistency/minor changes. If the Building Commissioner
187 determines that the proposed amendment to the previously approved site plan is
188 minor in nature and is not in conflict with the nature of the proposal as originally
189 or previously advertised for public hearing and meets all of the conditions of the
190 pertinent Planned Commercial District ordinance, the Building Commissioner shall
191 notify the Planning and Zoning Commission thereof and may conditionally
192 approve such proposed amendment, which approval shall be deemed ratified by
193 the Planning and Zoning Commission unless five (5) or more members thereof
194 thereafter request at the first (1st) regularly scheduled and conducted meeting after
195 notification that such proposed amendment be submitted to the Planning and
196 Zoning Commission for review. In lieu of a grant of conditional approval, the
197 Building Commissioner or designated representative may submit the proposed
198 amendment to the Planning and Zoning Commission for review. In case of
199 disapproval of the proposed amendment by the Building Commissioner, the
200 applicant shall be notified and may thereafter request review thereof by the
201 Planning and Zoning Commission.
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203 d. Initial determination of consistency/major changes. If the Building Commissioner
204 determines that the proposed amendment to the previously approved site plan is
205 major in nature, but it is not in conflict with the nature of the proposal as originally
206 or previously advertised for public hearing and meets all of the conditions of the
207 pertinent Planned Commercial District ordinance, the Building Commissioner shall
208 notify the Planning and Zoning Commission thereof and shall submit the proposed
209 amendment to the Planning and Zoning Commission for review.
210

211 **9. GENERAL DEVELOPMENT CONDITIONS.**
212

213 a. Written approval and all necessary permits must be obtained from Metropolitan St. Louis
214 Sewer District, Missouri Department of Transportation, Missouri Department of Natural
215 Resources and the Army Corps of Engineers in addition to obtaining all the permits
216 required by the City of Florissant.

217 b. Unless, and except to the extent, otherwise specifically provided in this ordinance,
218 development shall be effected only in accordance with all ordinances of the City of
219 Florissant.

220 c. The Department of Public Works shall enforce the conditions of this ordinance in
221 accordance with the Final Development Plan approved by the Planning & Zoning
222 Commission and all other ordinances of the City of Florissant.

223
224 **10. PROJECT COMPLETION.**

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226 Construction shall start within 120 days of the issuance of building permits for the
227 project and shall be developed in accordance of the approved final development plan
228 within **300** days of start of construction.

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

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

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

238 Adopted this ____ day of _____, 2014.

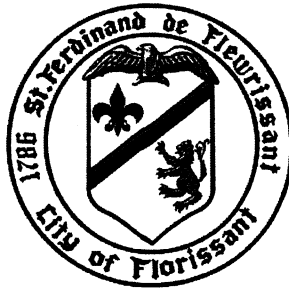
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240 _____
241 Joseph Eagan
242 President of the Council
243 City of Florissant

244 Approved this ____ day of _____, 2014.

245
246 _____
247 Thomas P. Schneider
248 Mayor, City of Florissant

249 ATTEST:
250 _____
251 Karen Goodwin, MMC/MRCC
252 City Clerk

FLORISSANT PLANNING & ZONING COMMISSION APPLICATION



City Of Florissant – Public Works
314-839-7648

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

Please Print or Type The Following Information

Property Address: 696 N. Highway 67

Property Owners Name: Florissant Meadows Associates Phone #: N/A

Property Owners Address: P.O. Box 411273 St. Louis, MO 63141

Business Owners Name: Missouri CVS Pharmacy, LLC Phone #: 312-953-6322

Business Owners Address: One CVS Drive Woonsocket, RI 82895 (send mail to Engineer)

DBA (Doing Business As) CVS Health

Authorized Agents Name: Matt Fogarty CO. Name: Premier Civil Engineering
(Authorized Agent to Appear Before The Commission)

Agents Address: 308 TCW Court, Lake Saint Louis, MO 63367 Phone #: 314-925-7452

Request Rezone 696 N. Highway 67 and 698 N. Highway 67 to B-5. CVS operations will consist of a 24-hr. drive-thru pharmacy, retail sales, medical clinic, 24-hr. operations and beer, wine and liquor sales. 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

[Signature]
Applicant's Signature

10-20-14
Date

Received by: pel Receipt # 582223 Amount Paid: 125⁰⁰ Date: 10/20/14

OFFICE USE ONLY

STAFF REMARKS: _____

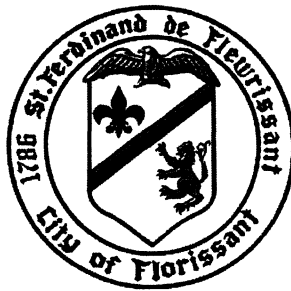
DATE APPLICATION REVIEWED: pel 10/20/14
[Signature]
SIGNATURE OF STAFF WHO REVIEWED APPLICATION

COMMISSION ACTION TAKEN:

RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

SIGN. [Signature] DATE: 11/3/2014

**APPLICATION TO THE CITY OF FLORISSANT PLANNING AND ZONING
COMMISSION TO ESTABLISH A B-5 PLANNED COMMERCIAL
DEVELOPMENT OR TO AMEND AN EXISTING B-5 COMMERCIAL
DEVELOPMENT**



City Of Florissant – Public Works
314-839-7648

PLANNING & ZONING ACTION:

Address of Property: 696 N. Highway 67

RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

Council Ward 6 Zoning B3

Initial Date Petitioner Filed 10/20/14
**Building Commissioner to complete
ward, zone & date filed**

SIGN: 

DATE: 11-3-2014

Petition to Establish a B-5 Ordinance: Petition to Amend Existing B-5 Ordinance # _____

1) Comes Now Missouri CVS Pharmacy, LLC
(Individual's name, corporation, partnership, etc.)
Enter name of petitioner. If a corporation, state as such. If applicable include DBA (Doing Business As).

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

Legal interest in the Property Contract to purchase 696 & 698 N. Highway 67
State legal interest in the property. (i.e., owner of property, lease); also submit copy of deed or lease or letter of authorization from owner to seek a special use.

- A. The petitioner (s) hereby states that he (she) (they) is (are) submitting a description of the property for which the Permit is petitioned by giving bearings & distances (metes and bounds). Not required if description is identical to "B".
 - B. The petitioner (s) hereby states that he (she) (they) is (are) submitting a survey or plat of the property drawn to a scale of 100 feet or less to the inch, referenced to a point easily located on the ground as street intersection, centerline of creek having a generally known name, etc., showing dimensions, bearings and distances of the property, north arrow and scale.
 - C. Acreage to nearest tenth of an acre of the property for which rezoning is petitioned ± 1.49 Acres
2. The petitioner(s) hereby further state(s) that the property herein described in this petition is presently zoned in a B-5 District and is presently being used for 696 N. Hwy. 67 - Restaurant; 698 N. Hwy. 67 - Office
State current use of property, (or, state: vacant).

3. The petitioner(s) hereby state(s) the following reasons to justify the amendment to the existing B-5 ordinance:
N/A

List reason for the amendment request.

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

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

PRINT PETITIONER'S NAME Matt Fogarty, Authorized Agent

Print Name
PETITIONER(S) SIGNATURE (S) 

FOR Missouri CVS Pharmacy, LLC

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

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


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

SIGNATURE 

ADDRESS 308 TCW Court Lake Saint Louis MO 63367
STREET CITY STATE ZIP CODE

TELEPHONE NUMBER 314-925-7452 Premier Civil Engineering
BUSINESS

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


Signature of Petitioner(s) or Authorized Agent

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

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

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

(a) If an individual:

(1) Name and Address _____

(2) Telephone Number _____

(3) Business Address _____

(4) Date started in business _____

(5) Name in which business is operated if different from (1) _____

(6) If operating under a fictitious name, provide the name and date registered with the State of Missouri,
and a copy of the registration.

(b) If a partnership:

(1) Names & addresses of all partners _____

(2) Telephone numbers _____

(3) Business address _____

(4) Name under which business is operated _____

(5) If operating under fictitious name, provide date the name was registered with the State of Missouri,
and a copy of the registration.

(c) If a corporation:

(1) Names & addresses of all partners _____

(2) Telephone numbers _____

(3) Business address _____

(4) State of Incorporation & a photocopy of incorporation papers _____

(5) Date of Incorporation _____

(6) Missouri Corporate Number _____

(7) If operating under fictitious name, provide the name and date registered with the State of Missouri,
and a copy of registration. _____

(8) Name in which business is operated _____

(9) If the property location is in a strip center, give dimensions of your space under square footage and
do not give landscaping information.

Missouri CVS Pharmacy is a united liability corporation. See attached
State of Missouri Certificate.

Please fill in applicable information requested.

Name Matt Fogarty

Address 308 TCW Court Lake Saint Louis, MO 63367

Property Owner Florissant Meadows Associates, a Partnership Bianco Properties

Location of property SWC N. Lindbergh and St. Denis St.

Dimensions of property Irregualr dimensions: ±1.49 Ac., ±321' x ±205'

Property is presently zoned B-5 per ordinance # N/A

Current & Proposed Use of Property Existing restaurant and office building, Proposed CVS Pharmacy

Type of Sign Existing monument sign Height _____

Type of Construction Demo and new construction Number Of Stories. 1 Story Building ±28'

Square Footage of Building ±13,225 sq. ft. Number of Curb Cuts 2

Number of Parking Spaces 60 Sidewalk Length ±335'

Landscaping: No. of Trees 20 Diameter 1.5

No. of Shrubs 85 Size Varies 1 Gal - 5 Gal

Fence: Type N/A Length N/A Height N/A

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

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

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

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

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

PROVIDE LOCATION MAP SHOWING AREA INVOLVING THIS PETITION

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

EXHIBIT A

CVS PARCEL - LEGAL DESCRIPTION

A TRACT OF LAND IN SURVEYS 172, 173 AND 174 OF ST. FERDINAND COMMON FIELDS IN TOWNSHIP 47 NORTH, RANGE 6 EAST, AND IN LOTS D, E, F, G AND 106 OF THE NEW TOWN OF ST. FERDINAND AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTHWESTERN LINE OF A TRACT CONVEYED TO JOSEPH NIEHOFF AND WIFE BY DEED RECORDED IN BOOK 876 PAGE 554 OF THE ST. LOUIS COUNTY RECORDS, AT ITS INTERSECTION WITH THE SOUTHEASTERN RIGHT-OF-WAY LINE OF LINDBERGH BLVD. AS ESTABLISHED AT THAT TIME; THENCE ALONG A BEARING ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD83, EAST ZONE, SOUTH 52 DEGREES 16 MINUTES 27 SECONDS EAST 25.00 FEET TO A POINT IN THE SOUTHEASTERN RIGHT-OF-WAY LINE OF LINDBERGH BLVD. AS CURRENTLY ESTABLISHED BY THE DEED RECORDED IN BOOK 5734 PAGE 441 OF THE ST. LOUIS COUNTY RECORDS; THENCE ALONG SAID SOUTHEASTERN RIGHT-OF-WAY LINE OF LINDBERGH BLVD. AS CURRENTLY ESTABLISHED BY BOOK 5734 PAGE 441 THE FOLLOWING COURSES AND DISTANCES; NORTH 38 DEGREES 27 MINUTES 33 SECONDS EAST 244.58 FEET TO A POINT; NORTH 34 DEGREES 52 MINUTES 48 SECONDS EAST 80.09 FEET TO A POINT; ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1223.57 FEET, A CHORD BEARING NORTH 39 DEGREES 12 MINUTES 30 SECONDS EAST 32.73 FEET, AN ARC DISTANCE OF 32.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE WITH A RADIUS OF 1223.57 FEET, A CHORD BEARING NORTH 47 DEGREES 38 MINUTES 46 SECONDS EAST 326.69 FEET, AN ARC DISTANCE OF 327.67 FEET TO A POINT; THENCE LEAVING SAID SOUTHEASTERN RIGHT-OF-WAY LINE, SOUTH 46 DEGREES 17 MINUTES 23 SECONDS EAST 182.46 FEET TO A POINT; THENCE SOUTH 43 DEGREES 35 MINUTES 55 SECONDS WEST 320.74 FEET TO A POINT ;THENCE NORTH 47 DEGREES 44 MINUTES 03 SECONDS WEST 205.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.5 ACRES MORE OR LESS.

STAFF CHECK LIST / REVIEW SHEET

ADDRESS OF PROPERTY 696 N Hwy 67 CURRENT ZONING B-3

PROPERTY OWNER OF RECORD _____ PHONE NO. _____

AUTHORIZED AGENT _____ PHONE NO. _____

PROPOSAL CUS

- 1) a. Uses - Are uses stipulated Yes No
- b. What current District would this proposal be a permitted use: B-5
- c. Proposed uses for out lots: n/a

2) Performance Standards:

- a) Vibration: Is there any foreseen vibration problems at the property line? Yes No
- b) Noises: Will the operation or proposed equipment exceed 70 decibels? Yes No
- c) Odor is there any foreseen problem with odor? Yes No
- d) Smoke: Will the operation emit any smoke which could exceed a density described as No. 1 on the Ringleman Chart? Yes No
- e) Toxic gases: Is there any foreseen emission of toxic gases from the operation? Yes No
- f) Is there foreseen emission of dirt, dust, fly ash, and other forms of particle matter? Yes No
- g) Is there any dangerous amount of radiation produced from the operation? Yes No
- h) Is there any glare or heat which would be produced outside of an enclosure? Yes No
- i) Is screening of trash dumpsters, mechanical equipment, incinerators, etc, shown? Yes No
- j) Is building ~~x~~ screened from adjoining residential? Yes No n/a

3) Are height of structures shown? Yes No

4) Are all setbacks shown? Yes No

5) Are building square footages shown? Yes No

6) What is the exterior construction of the buildings? Brick/EIFS

7) Is off street loading shown? Yes No

8) Parking:

a) Does parking shown meet the ordinance? Yes No

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

c) Ratio shown _____ to _____

d) Total Number 60 shown 53 req'd

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

f) Is the parking lot adequately landscaped? Yes No

9) Are there any signs? Yes No

Number of signs shown (4) canopy (1) wall

Type of Signs _____

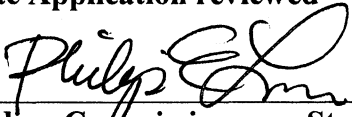
Are sizes, heights, details, and setbacks shown? n/a Yes No

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

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

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

25) Staff Comments: _____

10/20/14
Date Application reviewed

Building Commissioner or Staff Signature



CITY OF FLORISSANT

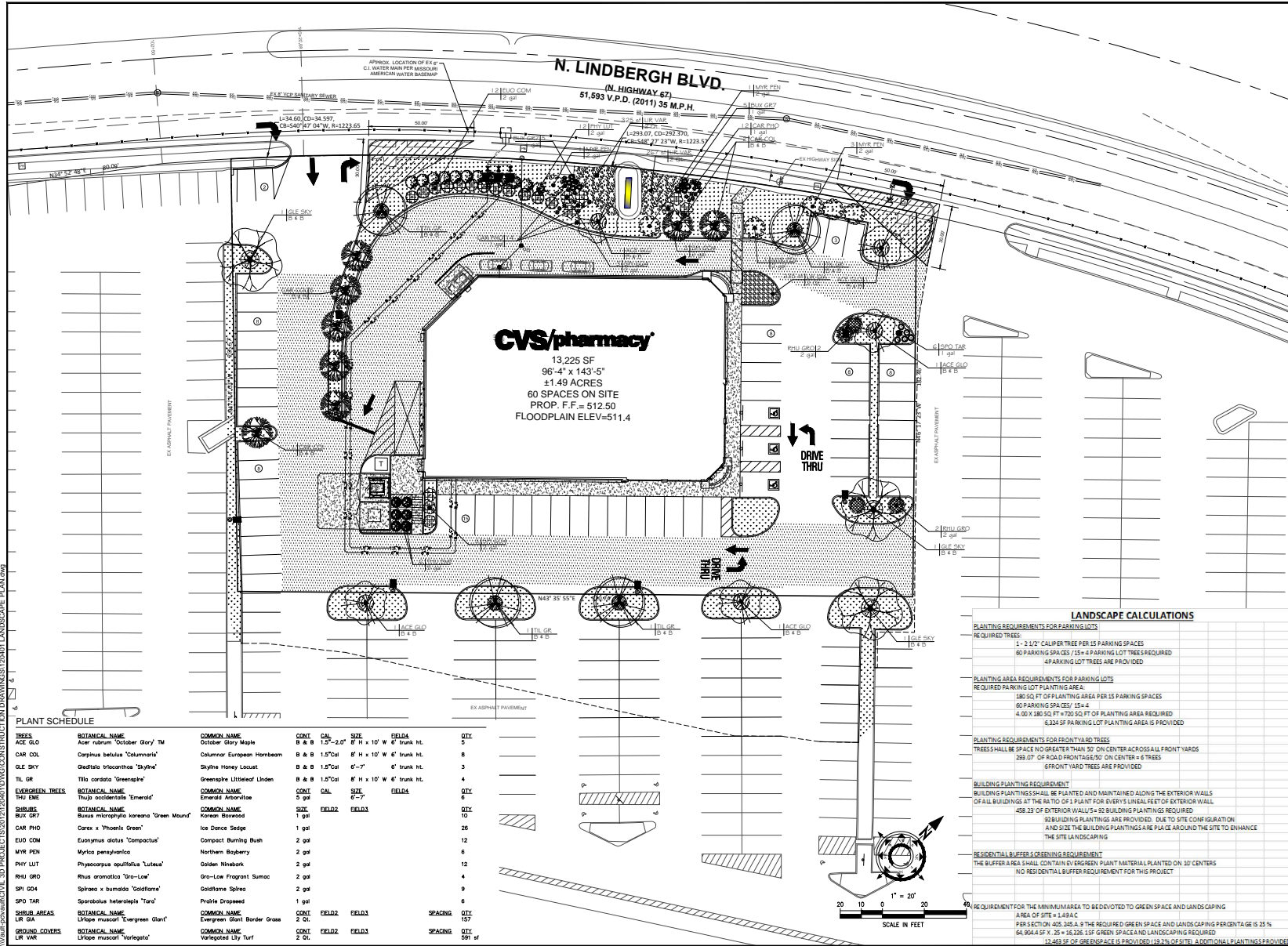
PUBLIC HEARING NOTICE

A Public Hearing will be held by the Florissant City Council in the Council Chambers, 955 rue St. Francois, Florissant, MO., on Monday, November 24, 2014 at 7:30 p.m. on the following proposition, to-wit:

To rezone for Missouri CVS Pharmacy, LLC the property located at 696 & 698 N. Hwy 67 from a B-3 Extensive Commercial District to a B-5 Planned Commercial District to allow for the operation of a 24 hour drive through pharmacy, retail, liquor sales and medical clinic.

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

CITY OF FLORISSANT, Karen Goodwin, City Clerk MMC.



1.00 PROJECT NO. 2013012010 CONSTRUCTION DEMANDS (DRY) LANDSCAPE PLAN

PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	CONT.	CAL.	SIZE	FIELD#	QTY
ACE GLO	Acer rubrum 'October Glory' TM	October Glory Maple	B & B	1.5"-2.0"	8' H x 10' W 6" trunk ht.		5
CAR COL	Carpinus betulus 'Columnaris'	Columnar European Hornbeam	B & B	1.5" cal	8' H x 10' W 6" trunk ht.		8
GLE SKY	Gleditsia triacanthos 'Skyline'	Skyline Honey Locust	B & B	1.5" cal	6"-7" trunk ht.		3
TIL GR	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	B & B	1.5" cal	8' H x 10' W 6" trunk ht.		4
EVERGREEN TREES	BOTANICAL NAME	COMMON NAME	CONT.	CAL.	SIZE	FIELD#	QTY
THI LNE	Thuja occidentalis 'Emerald'	Emerald Arborvitae	5 gal		4'-7"		6
SHRUBS	BOTANICAL NAME	COMMON NAME	CONT.	FIELD#	FIELD#	QTY	
BUX GR7	Buxus microphylla koreana 'Green Mound'	Korean Boxwood	1 gal			10	
CAR PHO	Carex x 'Phoenix Green'	Ice Dance Sedge	1 gal			26	
EVO COM	Eustoma oculus 'Compactus'	Compact Burning Bush	2 gal			12	
MYR PEN	Myrica pensylvanica	Northern Bogberry	2 gal			6	
PHY LUT	Physocarpus opulifolius 'Luteus'	Golden Ninebark	2 gal			12	
RUU GRO	Rhus aromatica 'Gra-Low'	Gra-Low Fragrant Sumac	2 gal			4	
SPI GH	Spiraea x bumalda 'Goldflame'	Goldflame Spiraea	2 gal			9	
SPO TAR	Sporobolus heterolepis 'Tara'	Prairie Dropseed	1 gal			6	
SHRUB AREAS	BOTANICAL NAME	COMMON NAME	CONT.	FIELD#	FIELD#	SPACING	QTY
LIR GA	Liriodendron 'Evergreen Giant'	Evergreen Giant Border Grass	2 Ql.				157
GROUND COVERS	BOTANICAL NAME	COMMON NAME	CONT.	FIELD#	FIELD#	SPACING	QTY
LIR VAR	Liriodendron 'Variegata'	Variegated Lily Turf	2 Ql.				581 sq

LANDSCAPE CALCULATIONS

PLANTING REQUIREMENTS FOR PARKING LOTS
 REQUIRED TREES:
 1- 2 1/2" CALIPER TREE PER 15 PARKING SPACES
 60 PARKING SPACES / 15 = 4 PARKING LOT TREES REQUIRED
 4 PARKING LOT TREES ARE PROVIDED

PLANTING AREA REQUIREMENTS FOR PARKING LOTS
 REQUIRED PARKING LOT PLANTING AREA:
 180 SQ. FT. OF PLANTING AREA PER 15 PARKING SPACES
 60 PARKING SPACES / 15 = 4
 4.00 X 180 SQ. FT. = 720 SQ. FT. OF PLANTING AREA REQUIRED
 6.36 SQ. FT. PARKING LOT PLANTING AREA IS PROVIDED

PLANTING REQUIREMENTS FOR FRONTYARD TREES
 TREES SHALL BE SPACED NO GREATER THAN 50' ON CENTER ACROSS ALL FRONT YARDS
 289.07' OF ROAD FRONTAGE / 50' ON CENTER = 6 TREES
 6 FRONT YARD TREES ARE PROVIDED

BUILDING PLANTING REQUIREMENT
 BUILDING PLANTINGS SHALL BE PLANTED AND MAINTAINED ALONG THE EXTERIOR WALLS
 OF ALL BUILDINGS AT THE RATE OF 1 PLANT FOR EVERY 5 LINEAL FEET OF EXTERIOR WALL
 458.25' OF EXTERIOR WALLS = 92 BUILDING PLANTINGS REQUIRED
 92 BUILDING PLANTINGS ARE PROVIDED. DUE TO SITE CONFIGURATION
 AND SIZE THE BUILDING PLANTINGS ARE PLACED AROUND THE SITE TO ENHANCE
 THE SITE LANDSCAPING

RESIDENTIAL BUFFER SCREENING REQUIREMENT
 THE BUFFER AREA SHALL CONTAIN 50% ENGINEER PLANT MATERIAL PLANTED ON 30' CENTERS
 NO RESIDENTIAL BUFFER REQUIREMENT FOR THIS PROJECT

REQUIREMENT FOR THE MINIMUM AREA TO BE DEVOTED TO GREEN SPACE AND LANDSCAPING
 AREA OF SITE = 1.49 AC
 PER SECTION 605.36 & 9 THE REQUIRED GREEN SPACE AND LANDSCAPING PERCENTAGE IS 25%
 (64,904 SF X .25 = 16,226.157 GREEN SPACE AND LANDSCAPING REQUIRED)
 13,469 SF OF GREEN SPACE IS PROVIDED (19.3% OF SITE) & ADDITIONAL PLANTINGS PROVIDED

CVS pharmacy
 NORTHERN 13,225-LEFT
 CHAMFER DRIVE-THRU
 STORE NUMBER: 10171
 SVC. LINDBERGH AND ST. DENIS
 FLOESSANT, MO
 PROJECT TYPE: NEW CONSTRUCTION
 DEAL TYPE: FEE FOR SERVICE
 CS PROJECT NUMBER: 67204

ARCHITECT OF RECORD:

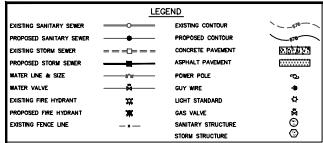
CONSULTANT:
PREMIER CIVIL ENGINEERING
 Lake Saint Louis
 308 TCW Court
 Lake Saint Louis, MO 63397
 Phone: (314) 925-7444 Fax: (314) 925-7457
 Missouri Certificate of Authority # E-2011000031
 Missouri Certificate of Authority # L-5-2010007869

DEVELOPER:
T.M. GROWLEY & ASSOCIATES

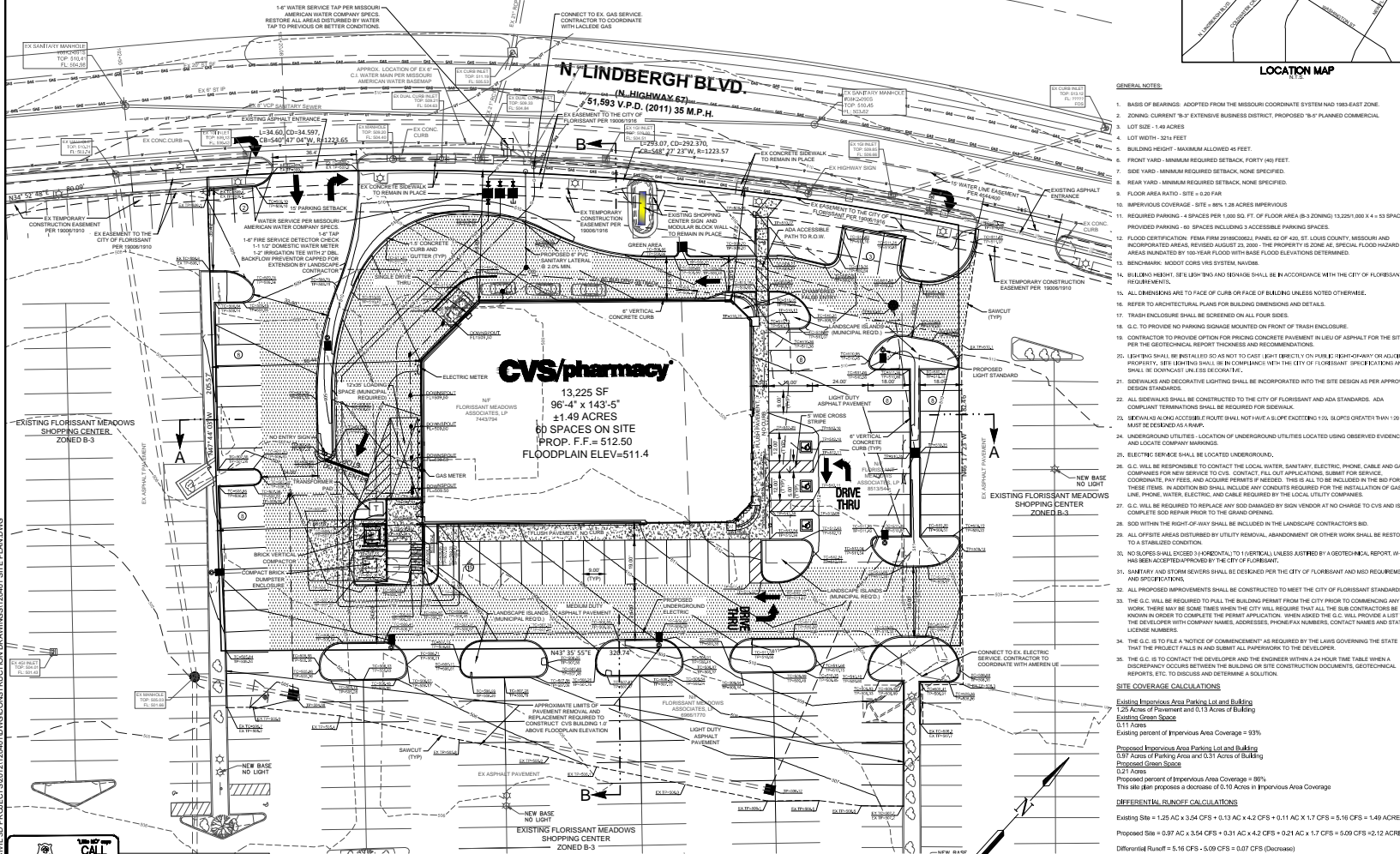
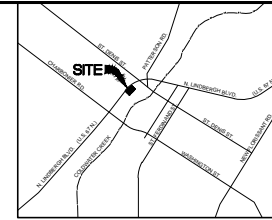
REVISIONS:

DRAWING BY: M. FOGARTY
DATE: 10-15-2014
JOB NUMBER: 120401
TITLE: LANDSCAPE PLAN
SHEET NUMBER: SHEET 2 OF 3

COMMENTS:
 NOT RELEASED FOR CONSTRUCTION



A SITE PLAN OF
CVS/pharmacy
 A TRACT OF LAND IN SURVEYS 172, 173 AND 174 OF ST. FERDINAND COMMONFIELDS
 TOWNSHIP 47 NORTH, RANGE 6 EAST AND IN LOTS D, E, F, G, AND 106 OF THE NEW TOWN OF ST. FERDINAND
 CITY OF FLORESSANT, ST. LOUIS COUNTY, MISSOURI



- GENERAL NOTES:**
1. BASIS OF BEARING: ADOPTED FROM THE MISSOURI COORDINATE SYSTEM NAD 83 EXTENDED ZONE.
 2. ZONING: CURRENT "B-3" EXTENSIVE BUSINESS DISTRICT, PROPOSED "B-3" PLANNED COMMERCIAL.
 3. LOT SIZE - 1.49 ACRES
 4. LOT WIDTH - 321.4 FEET
 5. BUILDING HEIGHT - MAXIMUM ALLOWED 45 FEET
 6. FRONT YARD - MINIMUM REQUIRED SETBACK, FORTY-FIVE FEET
 7. SIDE YARD - MINIMUM REQUIRED SETBACK, NONE SPECIFIED
 8. REAR YARD - MINIMUM REQUIRED SETBACK, NONE SPECIFIED
 9. FLOOR AREA RATIO - SITE ± 0.20 FAR
 10. IMPERVIOUS COVERAGE - SITE ± 80% 1.28 ACRES IMPERVIOUS
 11. REQUIRED PARKING - 60 SPACES PER 1000 SQ. FT. OF FLOOR AREA (B-3 ZONING) 13,225/1000 X 4 + 53 SPACES. PROVIDED PARKING - 60 SPACES INCLUDING ACCESSIBLE PARKING SPACES.
 12. FLOOR CERTIFICATION: FEMA FIRM 25193C0023L, PANEL 82 OF 435, ST. LOUIS COUNTY, MISSOURI AND INCORPORATED AREAS, REVISED AUGUST 23, 2000 - THE PROPERTY IS ZONE AE, SPECIAL FLOOD HAZARD AREA HANDED BY 100-YEAR FLOOD WITH BASE FLOOD ELEVATION DETERMINED.
 13. BENCHMARK: MIDDOT CORNS VBS SYSTEM NAVD83.
 14. BUILDING HEIGHT: SET LIGHTING AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE CITY OF FLORESSANT REQUIREMENTS.
 15. ALL ORIENTATION ARE TO FACE OF CURB OR FACE OF BUILDING UNLESS NOTED OTHERWISE.
 16. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND DETAILS.
 17. TRASH ENCLOSURE SHALL BE SCREENED ON ALL FOUR SIDES.
 18. G.C. TO PROVIDE NO PARKING SIGNAGE MOUNTED ON FRONT OF TRASH ENCLOSURE.
 19. CONTRACTOR TO PROVIDE OPTION FOR PROVIDING CONCRETE PAVEMENT INSTEAD OF ASPHALT FOR THE SITE PER THE GEOTECHNICAL REPORT THICKNESS AND RECOMMENDATIONS.
 20. LIGHTING SHALL BE INSTALLED SO AS NOT TO CAUSE LIGHT BRIGHTLY ON PUBLIC RIGHT-OF-WAY OR ADJACENT PROPERTIES. LIGHT FIXTURES SHALL BE COMPLIANT WITH THE CITY OF FLORESSANT SPECIFICATIONS AND SHALL BE DOWNCAST UNLESS OTHERWISE NOTED.
 21. SIDEWALKS AND DECORATIVE LIGHTING SHALL BE INCORPORATED INTO THE SITE DESIGN AS PER APPROVED DEVELOPER'S PLAN.
 22. ALL SIDEWALKS SHALL BE CONSTRUCTED TO THE CITY OF FLORESSANT AND ADA STANDARDS. ADA COMPLIANT TERRAZZING SHALL BE REQUIRED FOR SIDEWALKS.
 23. SIDEWALKS NON-ACCESSIBLE ROUTE SHALL NOT HAVE A SLOPE EXCEEDING 1:10. SLOPES GREATER THAN 1:20 MUST BE DESIGNATED AS A RAMP.
 24. UNDERGROUND UTILITIES - LOCATION OF UNDERGROUND UTILITIES LOCATED USING OBSERVED EVIDENCE AND LOCAL COMPANY MARKINGS.
 25. ELECTRIC SERVICE SHALL BE LOCATED UNDERGROUND.
 26. G.C. WILL BE RESPONSIBLE TO CONTACT THE LOCAL WATER, SANITARY, ELECTRIC, PHONE, CABLE AND GAS COMPANIES FOR NEW SERVICE TO G.C. CONTACT, FILL OUT APPLICATIONS, SUBMIT FOR SERVICE, COORDINATE, PAY FEES, AND ACQUIRE PERMITS IF NEEDED. THIS IS ALL TO BE INCLUDED IN THE BID FOR THESE ITEMS. IN ADDITION BID SHALL INCLUDE ANY CONSULTANTS REQUIRED FOR THE INSTALLATION OF GAS, WATER, PHONE, ELECTRIC, AND CABLE REQUIRED BY THE LOCAL UTILITY COMPANIES.
 27. G.C. WILL BE REQUIRED TO REPLACE ANY SOIL DAMAGED BY SIGN VENDOR AT NO CHARGE TO CVS AND IS TO COMPLETE SOIL REPAIR PRIOR TO THE GRAND OPENING.
 28. SOIL WITHIN THE RIGHT-OF-WAY SHALL BE INCLUDED IN THE LANDSCAPE CONTRACTOR'S BID.
 29. ALL OFFSITE AREAS DISTURBED BY UTILITY REMOVAL, ABANDONMENT OR OTHER WORK SHALL BE RESTORED TO A SIMILAR CONDITION.
 30. NO SLOPES SHALL EXCEED 1:10 HORIZONTAL TO 1 VERTICAL UNLESS JUSTIFIED BY A GEOTECHNICAL REPORT, WHICH HAS BEEN ACCEPTED/APPROVED BY THE CITY OF FLORESSANT.
 31. SANITARY AND STORM SEWERS SHALL BE DESIGNED PER THE CITY OF FLORESSANT AND MSD REQUIREMENTS AND SPECIFICATIONS.
 32. ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO MEET THE CITY OF FLORESSANT STANDARDS.
 33. THE G.C. WILL BE REQUIRED TO PULL THE BUILDING PERMIT FROM THE CITY PRIOR TO COMMENCING ANY WORK. THERE MAY BE SOME TIMES WHEN THE CITY WILL REQUIRE THAT ALL THE SUB CONTRACTORS BE KNOWN IN ORDER TO COMPLETE THE PERMIT APPLICATION. WHEN ASKED THE G.C. WILL PROVIDE A LIST TO THE DEVELOPER WITH COMPANY NAME, ADDRESS, PHONE/FAX NUMBER, CONTACT NAMES AND STATE LICENSE NUMBERS.
 34. THE G.C. IS TO FILE A NOTICE OF COMMENCEMENT AS REQUIRED BY THE LAWS GOVERNING THE STATE THAT THE PROJECT FALLS IN AND SUBMIT ALL PAPERS/WORK TO THE DEVELOPER.
 35. THE G.C. IS TO CONTACT THE DEVELOPER AND THE ENGINEER WITHIN A 24 HOUR TIME TABLE WHEN A DISCREPANCY OCCURS BETWEEN THE BUILDING OR SITE CONSTRUCTION DOCUMENTS, GEOTECHNICAL REPORTS, ETC TO DISCUSS AND DETERMINE A SOLUTION.

SITE COVERAGE CALCULATIONS

Existing Impervious Area Parking Lot and Building
 1.25 Acres of Pavement and 0.13 Acres of Building
 Existing Green Space
 0.11 Acres
 Existing percent of Impervious Area Coverage = 93%

Proposed Impervious Area Parking Lot and Building
 0.81 Acres of Parking Area and 0.31 Acres of Building
 Proposed Green Space
 0.21 Acres
 Proposed percent of Impervious Area Coverage = 96%
 This site then proposes a decrease of 0.10 Acres in Impervious Area Coverage

DIFFERENTIAL RUNOFF CALCULATIONS

Existing Site = 1.25 AC x 3.54 CFS + 0.11 AC x 1.7 CFS = 5.56 CFS = 1.49 ACRES
 Proposed Site = 0.87 AC x 3.54 CFS + 0.31 AC x 4.2 CFS + 0.21 AC x 1.7 CFS = 5.09 CFS @ 2.12 ACRES
 Differential Runoff = 5.56 CFS - 5.09 CFS = 0.07 CFS (Decrease)

NOTE
 Underground utilities and structures have been plotted from available information and therefore, their location must be considered approximate only. It is the responsibility of the individual contractor to notify the utility companies before actual construction.

CVS pharmacy
 NORTHERN 13,225-LEFT
 CHAMFER DRIVE-THRU
 STORE NUMBER: 10171
 SVC. N. LINDBERGH AND ST. DENIS ST.
 FLORESSANT, MO
 PROJECT TYPE: NEW CONSTRUCTION
 DEAL TYPE: FEE FOR SERVICE
 CS PROJECT NUMBER: 67204

ARCHITECT OF RECORD
NORR
 ARCHITECTS, ENGINEERS, PLANNERS

CONSULTANT:
PREMIER CIVIL ENGINEERING
 Lake Saint Louis
 305 TOU Court
 Lake Saint Louis, MO 63367
 Phone: (314) 855-7444 Fax: (314) 855-4657
 Missouri Certificate of Authority # E-2011000031
 Missouri Certificate of Authority # LS-2010007649

DEVELOPER
 T.M.
CROWLEY & ASSOCIATES

REVISIONS:

DRAWING BY: J.WJURM
DATE: 10-15-14
JOB NUMBER: 120401
TITLE:

SITE PLAN
SHEET 1 OF 3
 COMMENTS:
 NOT RELEASED FOR CONSTRUCTION



EXHIBIT A

CVS PARCEL - LEGAL DESCRIPTION

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1 INTRODUCED BY COUNCILMAN EAGAN
2 FEBRUARY 23, 2015

3
4 BILL NO. 9077

ORDINANCE NO.

5
6

7 **AN ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE**
8 **PERMIT NO. 7942 FROM KASLIK RESTAURANT INC. D/B/A KASLIK**
9 **TO JB&W LLC D/B/A TROPICALE GRILL FOR THE LOCATION AND**
10 **OPERATION OF A RESTAURANT LOCATED AT 8141 N. LINDBERGH**

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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 and
14 operation of a restaurant; and

15 WHEREAS, pursuant to Ordinance No. 7784, Farajat LLC, d/b/a Fish and Chips was
16 granted a Special Use Permit for the location and operation of a restaurant on the property
17 known as 8141 N. Lindbergh; and

18 WHEREAS, pursuant to Ordinance No. 7942, Special Use Ordinance No. 7784 was
19 transferred to Kaslik Restaurant Inc. d/b/a Kaslik; and

20 WHEREAS, an application has been filed by JB&W LLC d/b/a Tropicale Grill to transfer
21 the Special Use Permit authorized by Ordinance No. 7942 to its name; and

22 WHEREAS, the City Council of the City of Florissant determined at its meeting on
23 February 23, 2015 that the business operated under Ordinance No. 7942 would be operated in a
24 substantially identical fashion as set out herein; and

25 WHEREAS, JB&W LLC has accepted the terms and conditions set out in Ordinance No.
26 7942.

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

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31 Section 1: The Special Use Permit authorized by Ordinance No. 7942 is hereby
32 transferred from Kaslik Restaurant Inc. d/b/a Kaslik to JB&W LLC d/b/a Tropicale Grill for the
33 location and operation of a restaurant located at 8141 N. Lindbergh.

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

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

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41 Adopted this ____ day of _____, 2015.

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Joseph Eagan
President of the Council
City of Florissant

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Approved this ____ day of _____, 2015.

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Thomas P. Schneider
Mayor, City of Florissant

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56 ATTEST:

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Karen Goodwin, MMC/MRCC
City Clerk

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TRANSFER OF SPECIAL PERMIT

AUTHORIZED BY ORDINANCE NUMBER (S) 7942

FROM Kaslik Restaurant INC d/b/a Kaslik
TO Tropicale Grill (JB & W LLC)
FOR the operation of a carry-out restaurant
ADDRESS 8141 N. Lindbergh
Ward 3 Zoning _____ Date Filed 2/6/15 Accepted By A. Mow

TRANSFER OF SPECIAL USE PERMIT PETITION

TO THE CITY COUNCIL OF THE CITY OF FLORISSANT:

1. Comes now Brigitte Lubala and states to the City Council that he (she) (they) has (have) the following legal interest in the property located at 8141 N. Lindbergh in the City of Florissant, Missouri. Legal interest: Lease or () Simple Title
(Attach signed copy of lease or deed)
2. The petitioner(s) further state that he (she) (they) has (have) not made any arrangement to pay any commission, gratuity, or consideration, directly or indirectly to any official, employee, or appointee of the City of Florissant, with respect to this petition.
3. The applicant will operate the business in the same manner and under the same conditions as set out in the original ordinance granting the special permit or any amendments thereto, except for any proposed change in sign face of an authorized sign.

PETITIONER SIGNATURE BRIGITTE LUBALA NITEGE [Signature]
Individual's Name

FOR: JB & W LLC
Company, Corporation, Partnership

2/9/2015
de to Council
Alessandro
Mayor

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

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

SIGNATURE _____

ADDRESS

600 S. Castello

Telephone No.

314.614.8784

Email address

N+Atege@gmail.com

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

X

N+Atege

PETITIONER SIGNATURE

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

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

wesant name

SIGNATURE OF OWNER

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

Type of Operation: (Select One)

Individual

Partnership

Corporation

LLC

INDIVIDUAL:

Name & address _____

Telephone number & email address _____

Business name/address/phone _____

Copy of fictitious name registration, if applicable _____

PARTNERSHIP:

Name & address of partner (s) _____

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

Business name/ address /phone _____

Copy of fictitious name registration, if applicable _____

CORPORATION OR LLC:

Name & address of all corporate officers _____

Telephone numbers & email addresses _____

Business name/address/phone _____

Photocopy of Corporation/LLC Articles and Certificate _____

Date of incorporation/LLC _____

Copy of fictitious name registration, if applicable

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

See attached

STATE OF MISSOURI



Jason Kander
Secretary of State

CERTIFICATE OF ORGANIZATION


WHEREAS,

JB & W LLC
LC001427997

filed its Articles of Organization with this office on the 11th day of December, 2014, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, Jason Kander, 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 11th day of December, 2014, 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 11th day of December, 2014.


Secretary of State





CITY OF FLORISSANT

Honorable Thomas P. Schneider, Mayor

TRANSFER OF SPECIAL USE PERMIT

The undersigned hereby acknowledges receipt of a copy of Ordinance
Number 7942 which authorized a Special Permit:

TO: Kashik Restaurant dba Kaslik

FOR: the operation of a carry-out restaurant

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

BRIGIHE LUBALA NTATEGE

PRINT - NAME OF APPLICANT

SIGNATURE OF APPLICANT

CITY HALL
955 Rue St. Francois
Florissant, MO 63031
314 / 921-5700
Fax: 314 / 921-7111
TDD: 314 / 839-5142

POLICE DEPARTMENT
1700 North Highway 67
Florissant, MO 63033
314 / 831-7000
Fax: 314 / 830-6045

PARKS DEPARTMENT
#1 James J. Eagan Drive
Florissant, MO 63033
314 / 921-4466
Fax: 314 / 839-7672

HEALTH DEPARTMENT
#1 St. Ferdinand Drive
Florissant, MO 63031
314 / 839-7654
Fax: 314 / 839-7656

MUNICIPAL COURT
1055 Rue St. Francois
Florissant, MO 63031
314 / 921-3322
Fax: 314 / 839-7663

www.florissantmo.com

1 INTRODUCED BY COUNCILMAN EAGAN
2 JANUARY 14, 2013

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4 BILL NO. 8891

ORDINANCE NO. 7942

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7 **AN ORDINANCE TRANSFERRING SPECIAL USE PERMIT NO. 7794**
8 **FROM FARAJAT LLC D/B/A FISH AND CHIPS TO KASLIK**
9 **RESTAURANT INC. D/B/A KASLIK FOR THE LOCATION AND**
10 **OPERATION OF A CARRY-OUT RESTAURANT LOCATED AT 8141**
11 **N. LINDBERGH.**

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

16 WHEREAS, pursuant to Ordinance No. 7794, Farajat LLC was granted a Special Use
17 Permit for the location and operation of a restaurant on the property known as 8141 N.
18 Lindbergh; and

19 WHEREAS, an application has been filed by Hamed Wesam, Kaslik Restaurant Inc.
20 d/b/a Kaslik Restaurant to transfer the Special Use Permit authorized by Ordinance No. 7794 to
21 his name; and

22 WHEREAS, the City Council of the City of Florissant determined at its meeting on
23 January 14, 2013 that the business operated under Ordinance No. 7794 would be operated in a
24 substantially identical fashion as set out herein; and

25 WHEREAS, Kaslik Restaurant Inc. has accepted the terms and conditions set out in
26 Ordinance No. 7794.

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

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31 Section 1: The Special Use Permit authorized by Ordinance No. 7794 is hereby
32 transferred from Farajat LLC d/b/a Fish & Chips to Kaslik Restaurant Inc. d/b/a Kaslik
33 Restaurant for the location and operation of a restaurant located at 8141 N. Lindbergh.

34 Section 2: The Special Use Permit herein authorized shall terminate if the restaurant
35 ceases operation for a period of more than one hundred eighty days (180) or when the named
36 permittee ceases to be the owner and operator of the said restaurant operation.

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

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41 Adopted this 14 day of January, 2013.

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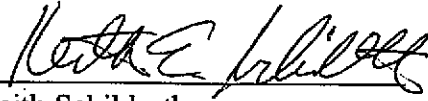
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Keith Schildroth
President of the Council
City of Florissant

49 Approved this 15 day of January, 2013.

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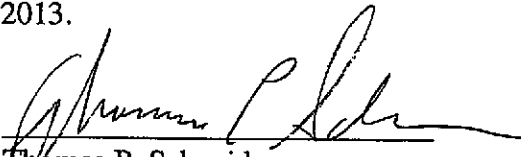
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Thomas P. Schneider
Mayor, City of Florissant

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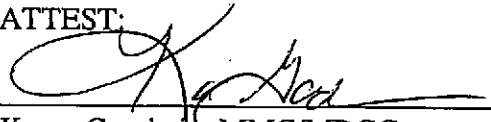
ATTEST:

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Karen Goodwin, MMC/MRCC
City Clerk

1 INTRODUCED BY COUNCIL AS A WHOLE
2 FEBRUARY 23, 2015

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4 BILL NO. 9078

ORDINANCE NO.

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7 **AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF**
8 **FLORISSANT TO ENTER INTO A USER AGREEMENT FOR**
9 **DISPATCH EQUIPMENT FOR THE INTEROPERABLE RADIO**
10 **SYSTEM WITH ST. LOUIS COUNTY, MISSOURI.**

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13 WHEREAS; The City Council feels it is in the best interest of the City of Florissant to
14 authorize the Mayor to enter into a user agreement for Dispatch Equipment for the Interoperable
15 Radio System with St. Louis County, Missouri acting for the St. Louis County Emergency
16 Communications Commission;

17
18 BE IT ORDAINED BY THE CITY OF FLORISSANT AS FOLLOWS:

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20 SECTION 1. The Mayor is hereby authorized to enter to an agreement with St. Louis
21 County, Missouri, which is attached hereto and whereby said County, will provide dispatch
22 equipment for the Florissant Police Department.

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25 Adopted this _____ day of _____, 2015.

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28 _____
29 Joseph Eagan
30 President of the City Council

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33 Approved this _____ day of _____, 2015.

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36 _____
37 Thomas P. Schneider
38 Mayor

39 ATTEST:
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41 _____
42 Karen Goodwin, MMC/MRCC
43 City Clerk
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**USER AGREEMENT FOR DISPATCH EQUIPMENT
INTEROPERABLE RADIO SYSTEM**

THIS AGREEMENT, Made and entered into this ____ day of _____, 2014, by and between ST. LOUIS COUNTY, MISSOURI, acting for the St. Louis County Emergency Communications Commission, hereinafter referred to as "ECC"; and _____, hereinafter referred to as "Agency";

Location of Dispatch Center: _____

WITNESSETH:

WHEREAS, ECC has entered into a contract with Motorola Solutions, Inc. ("Motorola") whereby Motorola is obligated to design, deliver, install, test, and maintain a county-wide emergency communications radio system and associated commercial items, commercial computer software, radios and other equipment, subsystems and services (the "System");

WHEREAS, ECC intends to provide dispatch equipment to Agency to permit Agency to use the System, subject to the rules, regulations, policies and standards established by the ECC;

WHEREAS, Agency is authorized to enter into this Contract by Ordinance No. _____, and ECC is authorized to enter into this Contract by Ordinance No. 25,154;

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** The following definitions apply to these terms, as used in this Agreement:

Dispatch Equipment - video-display radio control consoles; backup radio consolettes; instant-replay position recorders; modular UPS systems; and associated backroom electronics, cabling, wiring and related equipment and accessories, but excluding work station furniture.

Infrastructure –all fixed electronic and civil components that make up the System. This includes owned or leased radio towers, monopoles, and rooftop installations; RF transmitters, microwave components, combiners, antenna systems, controllers, comparators, routers, GPS time standards, and other network hardware; environmental equipment shelters and HVAC subsystems; UPS and emergency power generator systems; and countywide recording systems but excluding Subscriber Radios, Dispatch Equipment, fiber optic cables or other transmission lines leased or owned by Agency.

Site – Agency-owned site or sites where the Dispatch Equipment and ancillary Infrastructure will be installed, as identified above.

Subscriber Radios or Radios –mobile (vehicle-mounted) and portable (handheld) radios; desktop control stations and desksets; digital vehicular repeater systems; RF modems used for mobile data; and associated accessories (batteries, battery chargers, shoulder microphones, holsters, etc.).

System – the county-wide emergency communications radio system and associated commercial items, commercial computer software, equipment, subsystems and services.

Motorola Contract – the contract dated December 15, 2011 between ECC and Motorola for the P-25 800 MHZ Digital Trunked Radio/Microwave System Project (RFP No. 2010-07-RH).

2. **Use of the System.** ECC hereby grants Agency permission to use the System, after it is installed, tested and accepted, subject to the following:

- a. Agency shall comply with the rules, regulations, policies and standards established by the ECC (except in the event of conflict with the terms and conditions of this Agreement, which shall control).
- b. Agency shall comply with all laws, rules and regulations relating to use of the System, including but not limited to FCC regulations.
- c. Agency shall commit to transitioning its operations to the System and, upon so doing, relinquishing unused VHF/UHF frequencies and associated licenses within its control. Agency shall cooperate with the ECC to develop a list of such frequencies, in compliance with the FCC Order dated February 21, 2012, DA 12-245, WT Docket 99-87.

3. **Title and Ownership of Infrastructure, Dispatch Equipment and Work Station Furniture.**

- a. ECC agrees to furnish and install the Dispatch Equipment specified in **Exhibit A-1** which is appended hereto and made a part of this Agreement. Agency agrees to comply with all provisions of this Agreement. Agency must provide space for such equipment, including space at each dispatch position for a parallel console position to be installed during the cutover process if required. The Infrastructure and the Dispatch Equipment shall always be owned by the ECC and shall not be a fixture of the Site. Upon termination of this Agreement, ECC shall be permitted, at ECC's option, to remove the Infrastructure and the Dispatch Equipment provided that such removal does not materially damage Agency's property and ECC agrees to return the Agency's property back to its original condition. Agency will not permit any third party to use the Infrastructure or the Dispatch Equipment for any purpose. Agency shall not transfer, sell, give or otherwise dispose of any of the Infrastructure or the Dispatch Equipment without the written consent of the ECC. The agency shall be responsible for any old equipment, furniture, and fixtures, and will be responsible for their disposition and/or disposal.
- b. ECC agrees to furnish and install the work station furniture specified in **Exhibit A-2** which is appended hereto and made a part

of this Agreement. Agency agrees to accept ownership of the work station furniture upon receipt and comply with all provisions of this Agreement. Agency shall not transfer, sell, give or otherwise dispose of any of the work station furniture without the written consent of the ECC.

- c. During the term of this Agreement, ECC may purchase additional Infrastructure and/or Dispatch Equipment and/or work station furniture for installation at the Site. ECC and Agency agree that the provisions of this Agreement will apply to all such additional installations. ECC shall, upon each additional installation, provide Agency with an updated **Exhibit A-1** and/or **A-2**, which the parties agree may be added to this Agreement as an amendment signed by both parties.
- d. Agency understands and agrees that it will be primarily responsible for funding and procuring additional Dispatch Equipment (including supporting infrastructure equipment) in the event of growth of its individual programs. Agency agrees it generally must fund any cost differences for additional features or substitutions that it requests.
- e. Should Agency desire that ECC purchase additional Dispatch Equipment on Agency's behalf, Agency shall sign an addendum to this Agreement that specifically identifies the additional equipment and the costs associated with it. Agency shall be responsible for reimbursing ECC for the actual costs of such equipment, including any associated costs for installing, maintaining, repairing, extended warranty and/or upgrading such equipment. After ECC receives payment for the initial costs associated with purchasing and installing the equipment, ECC will transfer title and ownership of such equipment to Agency.

4. **Access.** Agency shall provide ECC will reasonable access to each Site as necessary for ECC to review, install, test, program, inspect, maintain or repair any Infrastructure and any Dispatch Equipment (see Section 8).

5. **Installation Review; Subsequent Interference.** ECC may perform an installation review of each Site prior to installation of the Infrastructure and Dispatch Equipment at that Site. Agency may be required to provide ECC with accurate site and/or physical network diagrams or maps of a Site prior to the installation review. ECC may directly or through its agents inspect the Site before beginning installation, and shall satisfy itself that safe installation and proper operation of the Infrastructure and Dispatch Equipment is possible in the space provided by Agency.

6. **Site Preparation.** To ensure proper installation of the Infrastructure and Dispatch Equipment, Agency may be required to provide accurate physical network diagrams and/or maps prior to installation.

7. **Installation and maintenance.** ECC will schedule one or more installation visits with Agency. Agency's authorized representative must be present during installation. Agency

shall be responsible for access paths, moving or relocating furniture, furnishings, or other preparation activities necessary for ECC to install the Dispatch Equipment. ECC will install, maintain, service, operate and upgrade the Infrastructure and Dispatch Equipment on the Site. The ECC will oversee and manage Motorola and other contractors authorized to install, maintain, upgrade and support the System. Upon request, the ECC will provide Agency with copies of the bonds and certificates of insurance of such contractors. All plans and specifications shall be submitted to and approved by the Agency's Public Works Director prior to construction, which approval shall not be unreasonably withheld, conditioned or delayed. ECC shall have the right to modify the installation of the Infrastructure and the Dispatch Equipment with the prior written approval of Agency's Director of Public Works, which approval shall not be unreasonably withheld. ECC will repair any damage to the Site caused by ECC or ECC's employees or agents, and will restore any disturbed pavement or landscaping as reasonably required by Agency. Agency shall keep the Site in as good condition and repair as presently exists. Agency is responsible for all utilities required by its use of the Infrastructure and the Dispatch Equipment, with the exception of fiber network connectivity which shall be provided by the ECC. Agency shall not modify dispatch equipment nor install additional software or applications to any equipment/service provided or owned by the ECC.

8. **Ongoing Visits.** ECC will need access to the Site from time to time for inspecting, constructing, installing, operating and maintaining the Infrastructure and the Dispatch Equipment. ECC staff are employees of the St Louis County Police Department and, as such, have passed background investigations as required by CJIS regulations. Except in emergency situations, ECC will obtain approval from Agency (not to be unreasonably withheld or delayed) before entering the Site. At ECC's request, a representative designated by Agency, will accompany ECC's employees or agents into any part of the Site for the purpose of installing, repairing, maintaining, upgrading, and/or removing the Infrastructure and/or the Dispatch Equipment.

9. **Programming, Data Conversion, Fleetmapping & Interoperability Template Design.** The ECC will be responsible for programming the Dispatch Equipment. Costs for conversion of GPS data and/or interface to CAD or other computer management systems will be the responsibility of individual user agencies, including Agency if applicable. The ECC will be responsible for initial and ongoing fleetmapping and interoperability template design and codeplug provision for user agencies including Agency. This will include design of specific talkgroups to meet the routine needs of individual agency operations including Agency.

10. **Dispatch Equipment Inventory Control.** Agency shall inspect each of the items of Dispatch Equipment upon receipt to make sure it is in good working order and free from defects and malfunctions. If each of the items is found free from defects/malfunctions Agency shall indicate its acceptance of each item on the Inventory Control Form, a sample of which is attached to this Agreement as **Exhibit C**. If any of the items is found to be defective and/or malfunctioning Agency shall describe the defects/malfunctions on the Inventory Control Form and promptly provide the form to the Director of Emergency Communications for ECC by fax or e-mail. Upon request, Agency will provide a written inventory of each of the items to the Emergency Communications Director. The report shall be in a format approved by the ECC.

11. **Property and Casualty Insurance.** ECC agrees to maintain such property and casualty insurance as it deems appropriate on the Infrastructure and the Dispatch Equipment owned by the ECC. Although the ECC will pay for maintenance coverage (See Section 13) for malfunctions due to manufacturing defects, all costs attributed to the loss, breakage, misuse, or destruction of any Dispatch Equipment caused by the Agency will be the responsibility of the Agency.

12. **Dispatch Equipment**

- a. Maintenance & Support – The ECC will be responsible for the technical performance, preventative maintenance, modifications/additions, hardware/software upgrades, routine corrective repairs, and emergency restoration of the Dispatch Equipment and associated components. The ECC will oversee and manage contractors authorized to maintain and support the Dispatch Equipment and Infrastructure.
- b. Physical Security – Agency will ensure that reasonable physical security measures are taken to protect the Dispatch Equipment and any Infrastructure that is located on the Site.
- c. Critical System Data – The ECC will ensure that all System data and custom configurations are regularly backed up and secured in an off-site protected location, in accordance with St Louis County standards and best practices.
- d. Backup Network Testing – The ECC will schedule, coordinate, and conduct tests of backup systems, including countywide, all-agency FailSoft drills pursuant to Motorola practices.
- e. Radio Licenses – The ECC shall be the named licensee, and will be responsible to acquire and maintain all licenses required by the Federal Communications Commission (FCC) for the operation of the System. The ECC will investigate and remediate any complaints of interference or substandard performance of the System. The ECC will comply with all applicable laws including but not limited to FCC regulations.
- f. System Funding – The ECC shall, on an annual basis, submit a budget request to County Council for sufficient funds to handle the insurance and ongoing maintenance and upgrade costs for the Dispatch Equipment, including contingency funding to address unforeseen emergency requirements.

13. **Dispatch Equipment Warranty and Maintenance.** The ECC will provide the 1-year warranty as described in the Motorola Contract, subject to the exclusions, limitations, conditions and disclaimers stated therein. To the extent that ECC has sufficient funds available,

the ECC will fund the annual maintenance costs for the Dispatch Equipment for the five-year post-warranty period, subject to the exclusions, limitations, conditions and disclaimers stated in the Motorola Contract. In the event that ECC does not have the funds necessary to cover maintenance costs, ECC's obligation to pay for maintenance costs shall be terminated without financial penalty to ECC. ECC shall notify Agency in writing of its inability to provide continued appropriations to pay for maintenance costs. At such time, Agency and ECC will meet to discuss funding options to cover the maintenance costs. Agency agrees to take proper care of each of the items of Dispatch Equipment as recommended by the manufacturer and standard operating procedures. Billable repairs caused by accident and/or misuse will be the responsibility of the Agency.

14. **Loss or Theft.** Agency agrees to notify ECC immediately (or as soon as reasonably possible) upon discovery of the loss or theft of any of the Dispatch Equipment or the associated components.

15. **Training.** Agency agrees to provide and maintain training to personnel in the proper and safe use of the Dispatch Equipment. Motorola will conduct training classes as described in the Motorola Contract, and Agency will be invited to participate in such training.

16. **Emergency Response/Mutual Aid.** ECC agrees and understands that the Agency is free to use the Dispatch Equipment for all of their operations.

17. **Notices.** Any notice, request, complaint, demand or other communication required by this Agreement to be given to or filed with ECC or Agency, shall be in writing and shall be given or filed in the manner and at the addresses specified below.

ECC:

Director of Emergency Communications
St. Louis County Police Department
7900 Forsyth Blvd.
Clayton, Missouri 63105
Fax: _____

With a copy to:

County Counselor
St. Louis County Government Center
41 S. Central Ave.
Clayton, MO 63105
Fax: 314-615-3732

AGENCY:

Name/Title: _____

Address: _____

Fax: _____

With a copy to:

Name/Title: _____

Address: _____

Fax: _____

or at such different address as the parties may give by written notice mailed, faxed or delivered personally to the addresses of the other party listed above. Any mailed notices will be effective three days after deposit in the United States Mail, properly addressed with postage prepaid.

18. **Liability Protection.** Agency and ECC acknowledge that service disruptions will occur from time to time and agree to hold each other harmless for all such disruptions. ECC assumes no responsibility with respect to the use or storage of the Dispatch Equipment, and Agency and ECC assume no responsibility for any accidents or claims arising out of use of the Dispatch Equipment or the System. Notwithstanding the foregoing, it is not the intent through this Agreement of any Party to in any way affect, waive, or modify the doctrines of sovereign immunity, official immunity or other similar protections that would otherwise be available to any Party to assert against third party claims that may arise or be brought.

19. **Term.** The initial term of this Agreement shall be from the date set forth above and through December 31, 2019 unless sooner terminated pursuant to Section 20 or Section 21. ECC and Agency agree to negotiate a successor agreement in good faith in accordance with their intent that Agency shall be able to continue to use the System at no cost (except as otherwise provided herein) to achieve the common goal of enhanced communications.

20. **Default and Termination for Cause.** Any material violation of this Agreement is a default. In the event of a default, each party shall give the other party written notice of the alleged default, and each party will be afforded a reasonable opportunity to cure the default or present their disagreement for resolution to a mediator in accordance with the dispute resolution process set forth in section 15A. Failure to cure a default or participate in the dispute resolution process will result in a termination of this Agreement, but no such termination shall take effect until 90 days after the governing body of Agency or ECC finds and determines, by resolution or ordinance, that the Agreement should be terminated for cause. If Agency or ECC finds and determines by resolution or ordinance that the default has been cured during such 90 day period, and that reasonable assurance has been provided against further default, then this Agreement shall remain in effect.

20A. **Dispute Resolution Process.** Prior to mediation, the parties will first attempt to settle their disputes by a meeting between representative(s) designated by the Emergency Commissions Commission and representatives designated by the Agency. If, after such meeting, the parties are unable to resolve a conflict involving an alleged default, then they shall present

their disagreements to a mutually agreeable mediator for mediation. If the parties are unable to agree on a mediator within thirty (30) calendar days after one party requests mediation, then the parties agree to utilize a mediator chosen by United States Arbitration and Mediation (USA&M) as best to handle a contractual dispute among government entities. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. The mediation process must be followed to its conclusion prior to any party seeking relief from any court, except in an emergency.

21. **Funding Out.** If the governing body of a party should not appropriate or otherwise make available funds sufficient to fulfill the party's obligations under this Agreement, such party may unilaterally terminate this Agreement, without financial penalty, upon ninety (90) days written notice to the other party.

22. **Amendments.** This Agreement may be amended only by written agreement of ECC and Agency.

23. **Venue.** In the event that any actions or proceedings are initiated with respect to this Agreement, the parties agree that the venue thereof shall be St. Louis County, Missouri, and that this Agreement shall be governed by the laws of the State of Missouri.

24. **Fairness.** Agency understands that it does not operate in an identical manner to each and every other agency that will be using the System and, therefore, agrees that it may be treated differently in some respects by ECC. On the other hand, ECC understands that Agency expects to be treated fairly relative to other agencies including St. Louis County agencies and, therefore, agrees to treat Agency in an equitable manner as compared to such other agencies, taking into account differences in demonstrated need and all other relevant factors.

Executed by the ECC the _____ day of _____, 2014.

Executed by the Agency the _____ day of _____, 2014.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.

COUNTY OF ST. LOUIS

Chairman, Emergency Communications
Commission

Approved as to legal form:

County Counselor

Approved:

Risk and Insurance Manager

Approved:

Accounting Officer

AGENCY OF

By: _____
Title: _____

ATTEST:

Approved as to legal form:

Agency Attorney

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

On this _____ day of _____, 201__, before me, a Notary Public in and for said state, personally appeared _____ [name], _____ [title] of _____ [agency], known to me to be the person who executed the foregoing agreement in behalf of said Agency and acknowledged to me that he or she executed the same for the purposes therein stated.

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

Notary Public

My commission expires:

EXHIBIT A-1 – DISPATCH EQUIPMENT

SEE EXHIBIT AS SEPARATE ATTACHMENT

EXHIBIT A-2 - WORK STATION FURNITURE

| **SEE EXHIBIT AS SEPARATE ATTACHMENT**

EXHIBIT B –COUNTYWIDE RADIO SYSTEM POLICIES ADOPTED MAY 10, 2012

SEE EXHIBIT AS SEPARATE ATTACHMENT

EXHIBIT C – INVENTORY CONTROL FORM

SEE EXHIBIT AS SEPARATE ATTACHMENT

EXHIBIT A1 : DISPATCH ELECTRONICS

Dispatching Agencies

CITY OF FLORISSANT MISSOURI - POLICE DEPARTMENT

QTY	RADIO DISPATCHER CONSOLES
3	MCC 7500 RADIO DISPATCH CONSOLE AND ACCESSORIES

QTY	ASSOCIATED BACKROOM ELECTRONICS / NETWORKING EQUIPMENT
1	MCC 7500 RADIO CONSOLE NETWORKING SUPPORT RACK
3	BACKUP CONSOLETTTE RADIOS/ACCY'S AND REMOTE DESKSETS
1	UNINTERRUPTIBLE POWER SUPPLY-CABINET MOUNTED

Signature indicates agency acknowledges Exhibit A as the allocation of Dispatch Agency Radio Dispatch and Equipment agrees to the quantities and equipment types listed. This Exhibit can be ammended at a later date and any ammendment will be presented for separate signature.

X

Authorized Agency Signature

Title

Print Name

Date

Saint Louis **COUNTY**

EMERGENCY COMMUNICATIONS COMMISSION

COUNTYWIDE RADIO SYSTEM **Adopted May 10, 2012**

1.0 Purpose

This document sets forth the policies for the distribution, ownership, technical support, maintenance, and operation of the countywide radio system, associated subsystems, and subscriber radios as provided by the St Louis County Emergency Communications Commission (ECC).

2.0 Definitions

- 2.1 Infrastructure – shall include all fixed electronic and civil components that make up the Countywide Radio System Network. This includes owned or leased radio towers, monopoles, and rooftop installations; RF transmitters, microwave components, combiners, antenna systems, controllers, comparators, routers, GPS time standards, and other network hardware; environmental equipment shelters and HVAC subsystems; UPS and emergency power generator systems; and countywide radio recording systems.
- 2.2 Radio Dispatch Consoles & Subsystems – shall include video-display radio control consoles; backup radio consolettes; instant-replay position recorders; modular UPS systems; and associated backroom electronics.
- 2.3 Subscriber Radios – shall include all mobile (vehicle-mounted) and portable (handheld) radios; desktop control stations and desk sets; digital vehicular repeater systems; RF modems used for mobile data; and associated accessories (batteries, battery chargers, shoulder microphones, holsters, etc.).

3.0 Infrastructure

- 3.1 System Design & Construction – The ECC will be responsible for all system design, site acquisition, construction, testing, cutover, and acceptance activities for the countywide radio system. Concentration will be given to outdoor coverage and building penetration, inter-agency interoperability, system redundancy, and network survivability.

- 3.2 Maintenance & Support – The ECC will be responsible for the operation, technical performance, preventative maintenance, modifications/additions, hardware/software upgrades, routine corrective repairs, and emergency restoration of the countywide radio system and all of its components listed in 2.1 above. The ECC will oversee and manage contractors authorized to maintain and support the system.
- 3.3 Physical Security – The ECC will ensure that reasonable physical security measures are taken to protect the remote (unstaffed) equipment sites of the countywide radio network.
- 3.4 Critical System Data – the ECC will ensure that all system data, custom configurations, and interoperability & fleetmapping templates are regularly backed up and secured in an off-site protected location, in accordance with St Louis County Standards and Best Practices.
- 3.5 Backup Network Testing – The ECC will schedule, coordinate, and conduct tests of backup systems, including countywide, all-agency FailSoft drills.
- 3.6 Radio Licenses – The ECC shall be the named licensee, and will be responsible to acquire and maintain all licenses required by the Federal Communications Commission (FCC) for the operation of the countywide radio system. The ECC will investigate and remediate any complaints of interference or substandard performance of the system.
- 3.7 System Inventory – The ECC shall be responsible to maintain and update an inventory of the infrastructure components of the countywide radio system, in accordance with the fixed asset policies of St Louis County.
- 3.8 System Funding – The ECC shall, on an annual basis, budget sufficient funds to handle the insurance and ongoing maintenance and upgrade costs for the countywide radio system, including contingency funding to address unforeseen emergency requirements.
- 4.0 Subscriber Radios
 - 4.1 Subscriber Radios - The ECC will be responsible for the procurement, installation, and programming of the subscriber radios for all user agencies within St Louis County. The ECC's responsibility for procurement and installation of such subscriber

radios is limited to the initial project allocation for each agency, and does not extend to individual agency program growth, or the need for additional radios in the future – in such cases, individual agencies must fund and procure their own additional radios. Initial project allocation of radios to individual agencies will be handled in accordance with 4.2 below.

- 4.2 Allocation of Subscriber Radios – In general, the ECC will provide to each approved user agency one like-for-like replacement subscriber radio (see 4.3, 4.4, and 4.5 below) for each operational subscriber radio owned by the individual agency; in addition, a like-for-like replacement may be provided for non-functioning user agency radios that failed in the past two years, and that were not replaced by that agency in anticipation of the ECC radio allocations. Stockpiled radios that are not in service will not be replaced by the ECC. Final decision on individual radio allocations will be made by ECC staff.
- 4.3 Law Enforcement Subscriber Radios – The standard mobile radio for law enforcement agencies shall be the Motorola APX7500 dual-band (800MHz/VHF) model. The standard portable radio for law enforcement agencies shall be the Motorola APX6000 (800MHz) model. Both include P25, GPS, and Over-The-Air Programming (OTAP) functionality. The ECC shall provide one battery and single-unit charger for each portable radio.
- 4.4 Fire/EMS Subscriber Radios – The standard mobile radio for fire/EMS agencies shall be the Motorola APX7500 dual-band (800MHz/VHF) model. The standard portable radio for fire/EMS agencies shall be the Motorola APX7000XE dual-band (800MHz/VHF) "extreme environment" model. Both include P25, GPS, and Over-The-Air Programming (OTAP) functionality. The ECC shall provide one battery and single-unit charger for each portable radio.
- 4.5 Local Government Subscriber Radios – The standard mobile radio for local government agencies shall be the Motorola XTL2500 (800MHz) model. The standard portable radio for local government agencies shall be the Motorola XTS2500 (800MHz) model. Both include P25, GPS, and Over-The-Air Programming (OTAP) functionality. The ECC shall provide one battery and single-unit charger for each portable radio.
- 4.6 Spare Portable Subscriber Radios – The ECC shall procure and allocate a reasonable number of spare portable radios to agencies

as deemed appropriate. Final decision on spare portable radio allocations will be made by ECC staff.

- 4.7 Additional Subscriber Radio Accessories – The ECC may procure and distribute extra portable radio batteries and multi-unit chargers to agencies as deemed appropriate. Final decision on such items will be made by ECC staff.
- 4.8 Additional Subscriber Radio Features/Model Substitutions – Unless otherwise provided, agencies desiring additional subscriber radio features (such as encryption) or radio model substitutions (dual-band in place of single band) must fund the difference in cost.
- 4.9 Data Conversion – Costs for conversion of GPS data and/or interface to CAD or other computer management systems will be the responsibility of individual user agencies.
- 4.10 Fleetmapping & Interoperability Template Design – The ECC will be responsible for initial and ongoing fleetmapping and interoperability template design and codeplug provision for all user agencies. This will include design of specific talk groups to meet the routine needs of individual agency operations.
- 4.11 Title and Ownership – Upon receipt of subscriber radios from the ECC, title and ownership of said units will pass to the receiving agency. Such equipment shall not be disposed of in any manner without the express consent of the ECC.
- 4.12 Subscriber Radio Maintenance – The ECC will be responsible to fund the annual depot maintenance contract for all user agency subscriber radios provided by the ECC. Such coverage shall continue for a period of six (6) years following system acceptance (one year warranty + five years post-warranty maintenance). The ECC will also pay for the five-year post-warranty maintenance cost for any subscriber radios that are purchased directly by user agencies due to growth, new programs, etc. from the ECC contract for use on the radio system. Individual user agencies will be responsible to coordinate subscriber repair scheduling and/or drop-off with the contractor. Billable radio repairs caused by accident and/or radio misuse will be the responsibility of the user agency.
- 4.13 Memorandum of Understanding (MOU) – Each user agency that receives subscriber radio equipment from the ECC must sign an MOU agreeing to 4.1 through 4.12 above, and to operate all radio equipment in accordance with ECC policy and FCC regulations.

TRANSFER OF SPECIAL PERMIT

AUTHORIZED BY ORDINANCE NUMBER (S) 7988

FROM Chicago Market + Deli LLC dba Chicago Steak + Lemonade
TO ALMA Group, Inc. dba Hawaiian Grill
FOR Sit down, carry-out restaurant
ADDRESS 2575 N. Hwy 67
Ward 9 Zoning _____ Date Filed 3/4/15 Accepted By [Signature]

TRANSFER OF SPECIAL USE PERMIT PETITION

TO THE CITY COUNCIL OF THE CITY OF FLORISSANT:

1. Comes now X Shadi Freit ALMA Group Inc and states to the City Council that he (she) (they) has (have) the following legal interest in the property located at 2575 N. HWY 67 in the City of Florissant, Missouri. Legal interest: (Lease or () Simple Title)
(Attach signed copy of lease or deed)
2. The petitioner(s) further state that he (she) (they) has (have) not made any arrangement to pay any commission, gratuity, or consideration, directly or indirectly to any official, employee, or appointee of the City of Florissant, with respect to this petition.
3. The applicant will operate the business in the same manner and under the same conditions as set out in the original ordinance granting the special permit or any amendments thereto, except for any proposed change in sign face of an authorized sign.

PETITIONER SIGNATURE X Shadi Freit
Individual's Name

FOR: X ALMA Group Inc.
Company, Corporation, Partnership

3/4/15
cc Council
Hessel, Mayor

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

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

SIGNATURE _____

ADDRESS _____

Telephone No. _____ Email address _____

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



PETITIONER SIGNATURE

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

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

PRIOR OWNER


SIGNATURE OF OWNER

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

Type of Operation: (Select One)

Individual

Partnership

Corporation

LLC

INDIVIDUAL:

Name & address _____

Telephone number & email address _____

Business name/address/phone _____

Copy of fictitious name registration, if applicable _____

PARTNERSHIP:

Name & address of partner (s) _____

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

Business name/ address /phone _____

Copy of fictitious name registration, if applicable _____

CORPORATION OR LLC:

Name & address of all corporate officers _____

Telephone numbers & email addresses _____

Business name/address/phone _____

Photocopy of Corporation/LLC Articles and Certificate _____

Date of incorporation/LLC _____

Copy of fictitious name registration, if applicable

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

STATE OF MISSOURI



Jason Kander
Secretary of State

CERTIFICATE OF INCORPORATION

WHEREAS, Articles of Incorporation of

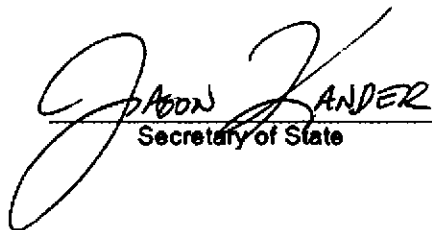
ALMA GROUP INC
001365547

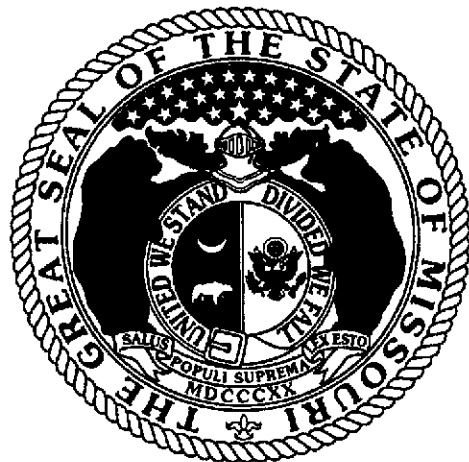
have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of General and Business Corporation Law.

NOW, THEREFORE, I, JASON KANDER, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the General and Business Corporation Law.

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 12th day of February, 2015.

Effective Date: February 13, 2015


Secretary of State





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

Amendment of Articles of Organization

(Submit with filing fee of \$25.00)

Charter #: LC1333423

1. The current name of the limited liability company is Chicago Market & Deli L. L. C.

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

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

3. State date of occurrence that required this amendment: 2/5/2015
Month/Day/Year

4. The articles of organization are hereby amended as follows:

REMOVE KHALID WALID IHMOUD OF 4006 SUMMERFIELD PARKWAY, SAINT CHARLES MO 63304 AS ORGANIZER AND ADD ALMA GROUP INC OF 2575 N HWY 67 FLORISSANT MO 63031 AS ORGANIZER

New Name (if applicable): _____

5. (Check if applicable) This amendment is required to be filed because:

- management of the limited liability company is vested in one or more managers where management had not been so previously vested.
- management of the limited liability company is no longer vested in one or more managers where management was previously so vested.
- a change in the name of the limited liability company.
- a change in the time set forth in the articles of organization for the limited liability company to dissolve.

6. This amendment is (check either or both):

- authorized under the operating agreement
- required to be filed under the provisions of RSMo Chapter 347
- both

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)

ALMA GROUP INC - SHADI FREIJ

Authorized Signature

ALMA GROUP INC - SHADI FREIJ

Printed Name

02/13/2015

Date

LLC-12 (11/2009)

Name and address to return filed document:	
Name:	<u>Addeen Company</u>
Address:	<u>Email: info@addeenco.com</u>
City, State, and Zip Code:	_____



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

X001206407
Date Filed: 2/13/2015
Expiration Date: 2/13/2020
Jason Kander
Missouri Secretary of State

Registration of Fictitious Name

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

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

Please check one box:

New Registration Renewal _____ Amendment _____ Correction _____
Charter number Charter number Charter number

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

Business name to be registered: Hawaiian Grill
 Business Address: 2575 N HWY 67
(PO Box may only be used in addition to a physical street address)
 City, State and Zip Code: FLORISSANT, MO 63033

Owner Information:

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

Name of Owners, Individual or Business Entity	Charter # Required If Business Entity	Street and Number	City and State	Zip Code	If Listed, Percentage of Ownership Must Equal 100%
ALMA GROUP INC	001365547	8460 N LINDBERGH STE 1	FLORISSANT, MO	63031	100.00

All owners must affirm by signing below

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

<u>ALMA GROUP INC - SHADI FREIJ</u> <small>Owner's Signature or Authorized Signature of Business Entity</small>	<u>ALMA GROUP INC - SHADI FREIJ</u> <small>Printed Name</small>	<u>02/13/2015</u> <small>Date</small>
<u>ALMA GROUP INC - AMER DIAB</u> <small>Owner's Signature or Authorized Signature of Business Entity</small>	<u>ALMA GROUP INC - AMER DIAB</u> <small>Printed Name</small>	<u>02/13/2015</u> <small>Date</small>

Name and address to return filed document:

Name: Addeen Company

Address: Email: info@addeenco.com

City, State, and Zip Code: _____



CITY OF FLORISSANT

Honorable Thomas P. Schneider, Mayor

TRANSFER OF SPECIAL USE PERMIT

The undersigned hereby acknowledges receipt of a copy of Ordinance
Number 7988 which authorized a Special Permit:

TO: Chicago Market + Deli

FOR: operation of a sit-down, carryout
RESTAURANT

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

Alma Brown Inc.

PRINT - NAME OF APPLICANT

SIGNATURE OF APPLICANT

CITY HALL
955 Rue St. Francois
Florissant, MO 63031
314 / 921-5700
Fax: 314 / 921-7111
TDD: 314 / 839-5142

POLICE DEPARTMENT
1700 North Highway 67
Florissant, MO 63033
314 / 831-7000
Fax: 314 / 830-6045

PARKS DEPARTMENT
#1 James J. Eagan Drive
Florissant, MO 63033
314 / 921-4466
Fax: 314 / 839-7672

HEALTH DEPARTMENT
#1 St. Ferdinand Drive
Florissant, MO 63031
314 / 839-7654
Fax: 314 / 839-7656

MUNICIPAL COURT
1055 Rue St. Francois
Florissant, MO 63031
314 / 921-3322
Fax: 314 / 839-7663

www.florissantmo.com

1 INTRODUCED BY COUNCILMAN HERNANDEZ
2 SEPTEMBER 9, 2013

3
4 BILL NO. 8935

ORDINANCE NO. 7988

5
6
7 **AN ORDINANCE TRANSFERRING SPECIAL USE PERMIT NO. 7943**
8 **FROM IRON GRILL LLC TO CHICAGO MARKET AND DELI LLC,**
9 **D/B/A CHICAGO STEAK AND LEMONADE FOR THE LOCATION**
10 **AND OPERATION OF A SIT-DOWN, CARRY-OUT RESTAURANT**
11 **LOCATED AT 2575 N. HWY 67.**

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

16 WHEREAS, pursuant to Ordinance No. 7218, Florissant Fish and Chicken Inc. was
17 granted a Special Use Permit for the location and operation of a restaurant on the property
18 known as 2575 N. Hwy 67; and

19 WHEREAS, subsequently, Ordinance No. 7218 was transferred by Ordinance No. 7943
20 to Iron Grill LLC; and

21 WHEREAS, an application has been filed by Chicago Market & Deli LLC d/b/a Chicago
22 Steak and Lemonade to transfer the Special Use Permit authorized by Ordinance No. 7218 to his
23 name; and

24 WHEREAS, the City Council of the City of Florissant determined at its meeting on
25 September 9, 2013 that the business operated under Ordinance No. 7218 and transferred by
26 Ordinance No. 7943 would be operated in a substantially identical fashion as set out herein; and

27 WHEREAS, Chicago Market & Deli, LLC has accepted the terms and conditions set out
28 in Ordinance No. 7218 and transferred by Ordinance No. 7943.

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

31
32
33 Section 1: The Special Use Permit authorized by Ordinance No. 7943 is hereby
34 transferred from Iron Grill LLC to Chicago Market & Deli LLC d/b/a Chicago Steak and
35 Lemonade for the location and operation of a restaurant located at 2575 N. Hwy 67.

36 Section 2: The Special Use Permit herein authorized shall terminate if the restaurant
37 ceases operation for a period of more than one hundred eighty days (180) or when the named
38 permittee ceases to be the owner and operator of the said restaurant operation.

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

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42

43 Adopted this 9 day of Sept, 2013.

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Keith Schildroth
President of the Council
City of Florissant

51

Approved this 10 day of Sept, 2013.

52

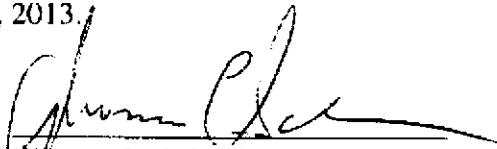
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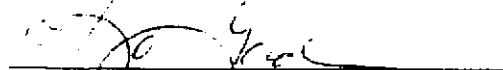


Thomas P. Schneider
Mayor, City of Florissant

58 ATTEST:

59

60


61 Karen Goodwin, MMC/MRCC
62 City Clerk

1 INTRODUCED BY COUNCILMAN HERNANDEZ
2 MARCH 9, 2015

3
4 BILL NO. 9079

ORDINANCE NO.

5
6
7 **ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE PERMIT**
8 **NO. 7988 FROM CHICAGO MARKET & DELI LLC D/B/A CHICAGO**
9 **STEAK & LEMONADE TO ALMA GROUP, INC. D/B/A HAWAIIAN**
10 **GRILL FOR THE LOCATION AND OPERATION OF A SIT-DOWN,**
11 **CARRY-OUT RESTAURANT LOCATED AT 2575 N. HWY 67.**
12

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

16 WHEREAS, pursuant to Ordinance No. 7218, Florissant Fish and Chicken Inc. was
17 granted a Special Use Permit for the location and operation of a restaurant on the property
18 known as 2575 N. Hwy 67; and

19 WHEREAS, subsequently, Ordinance No. 7218 was transferred by Ordinance No. 7943
20 to Iron Grill LLC and Ordinance No. 7943 was transferred by Ordinance No. 7988 to Chicago
21 Market and Deli LLC; and

22 WHEREAS, an application has been filed by ALMA Group, Inc. d/b/a Hawaiian Grill to
23 transfer the Special Use Permit originally authorized by Ordinance No. 7218 and subsequently
24 transferred by 7988 to his name; and

25 WHEREAS, the City Council of the City of Florissant determined at its meeting on
26 March 9, 2015 that the business operated under Ordinance No. 7218 and transferred by
27 Ordinance No. 7943 and 7988 would be operated in a substantially identical fashion as set out
28 herein; and

29 WHEREAS, ALMA Inc. d/b/a Hawaiian Grill has accepted the terms and conditions set
30 out in Ordinance No. 7218 and transferred by Ordinance Nos. 7943 and 7988.

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

34
35 Section 1: The Special Use Permit authorized by Ordinance No. 7988 is hereby
36 transferred from Chicago Market & Deli LLC d/b/a Chicago Steak and Lemonade to ALMA Inc.
37 d/b/a Hawaiian Grill for the location and operation of a restaurant located at 2575 N. Hwy 67.

38 Section 2: The Special Use Permit herein authorized shall terminate if the restaurant
39 ceases operation for a period of more than one hundred eighty days (180) or when the named
40 permittee ceases to be the owner and operator of the said restaurant operation.

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

43
44

45 Adopted this ____ day of _____, 2015.

46
47
48
49

Joseph Eagan
President of the Council
City of Florissant

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53 Approved this ____ day of _____, 2015.

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Thomas P. Schneider
Mayor, City of Florissant

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ATTEST:

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Karen Goodwin, MMC/MRCC
City Clerk

1 INTRODUCED BY COUNCIL AS A WHOLE
2 MARCH 9, 2015

3
4 BILL NO. 9080 ORDINANCE NO.

5
6 **AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF**
7 **FLORISSANT TO ENTER INTO AND EXECUTE A CONTRACT WITH ST.**
8 **LOUIS COUNTY, MISSOURI FOR MUNICIPAL ORDINANCE PROSECUTION**
9 **IN THE ST. LOUIS COUNTY'S MUNICIPAL COURTS MENTAL**
10 **HEALTH/JAIL DIVERSION PROGRAM.**

11
12 WHEREAS, the Florissant Police Department has officers who are trained and part of the Crisis
13 Intervention Team (CIT) program; and

14 WHEREAS, as part of the CIT program alternative ways to proceed with prosecution of those
15 perceived as having a mental illness through a mental health diversion program; and

16 WHEREAS, the Mayor, the Chief of Police, the Municipal Judge and the Prosecutor for the City of
17 Florissant support entering into this program with St. Louis County; and

18 WHEREAS, funds for the costs of the program were included in the city's budget.
19

20 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
21 FLORISSANT, MISSOURI, AS FOLLOWS:
22

23 Section 1: The Mayor is hereby authorized and directed to execute a contract with St. Louis
24 County, Missouri for municipal ordinance prosecution in the St. Louis County's Municipal Court's
25 Mental Health/Jail Diversion Program, a copy of which is attached hereto and incorporated by reference
26 herein.

27 Section 2: All attorneys employed by the St. Louis County Counselor's Office and designated by
28 the St. Louis County Counselor are hereby appointed as Mental Health Court Prosecuting Attorneys for
29 the City of Florissant, Missouri.

30 Section 3: All clerks and judges of the St. Louis County Municipal Court are hereby appointed as
31 Mental Health Court Clerks and judges for the City of Florissant, Missouri.

32 Section 4: This Ordinance shall be in full force and effect after its passage and approval.
33

34 Adopted this _____ day of _____, 2015.
35

36
37 _____
38 Joseph Eagan
39 President of the City Council

40 Approved this _____ day of _____, 2015.
41

42 _____
43 Thomas P. Schneider
44 Mayor

45 ATTEST:
46 _____
Karen Goodwin, MMC/MRCC
City Clerk

**CONTRACT FOR PROSECUTION OF MUNICIPAL ORDINANCES
IN ST. LOUIS COUNTY MUNICIPAL COURT'S
MENTAL HEALTH COURT/JAIL DIVERSION PROGRAM**

THIS CONTRACT, entered into on _____ by and between the CITY OF FLORISSANT, MISSOURI, a municipality in St. Louis County Missouri, hereinafter referred to as CITY, and ST. LOUIS COUNTY, MISSOURI, a Charter County, hereinafter referred to as the COUNTY:

WITNESSETH THAT:

WHEREAS, the provisions of Section 70.210 to 70.320, inclusive, RSMo. 1994 empower municipalities and other political subdivisions to contract and cooperate with each other for a common service, and Section 2.180(20) 1979, St. Louis County Charter, provides that the County Council may authorize contracts between the COUNTY and an incorporated area for a common service; and

WHEREAS, Section 479.040 RSMo. permits a town within a county having a county municipal court to contract with that county to have the town's ordinances prosecuted, heard and determined in the county municipal court; and

WHEREAS, the prosecution of ordinance violations constitutes a service within the scope of the powers of the CITY and COUNTY; and

WHEREAS, the COUNTY is authorized to enter into this Contract by Section 105.110 SLCRO, 1974, as amended and Ordinance 22, 669: and

WHEREAS, the County operates the St. Louis County Municipal Court system which furthermore operates the St. Louis County Municipal Court's Mental Health Court/Jail Diversion Program; and

WHEREAS, police services for the CITY are provided by FLORISSANT POLICE DEPARTMENT, which department is a member of the St. Louis County Crisis Intervention Team (CIT) Coordinating Council and which thereby has trained CIT officers to respond to and handle incidents within the CITY involving persons with possible mental illness; and

WHEREAS, the CITY desires its CIT officers to be able to apply for charges and prosecution of its ordinance violations, wherein a suspect has a possible mental illness, with the St. Louis County Municipal Court's Mental Health Court/Jail Diversion Program, and

WHEREAS, the CITY has enacted and approved Ordinance No. _____, a copy of which is attached hereto and made a part hereof, authorizing the CITY to execute this contract and to appoint any or all attorneys of the St. Louis County Counselor's Office, designated by the St. Louis County Counselor thereof, as Prosecuting Attorneys of said CITY:

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE CITY AND THE COUNTY AS FOLLOWS:

(1) The COUNTY shall provide all personnel, services, equipment and facilities necessary for the hearing and determination of the CITY ordinance violations set in the St. Louis County Municipal Court's Mental Health Court/Jail Diversion Program as contemplated in Sections 489.040.4 and 66.010 RSMo.

(2) The COUNTY shall render to the CITY the general prosecution services in the enforcement of the ordinances of the CITY where the suspect has a perceived mental illness, as it now renders to all of unincorporated St. Louis County, including all appeals resulting therefrom.

(3) The attorneys of the St. Louis County Counselor's office shall, without detracting from their power and authority as members of the St. Louis County Counselor's Office, serve as

prosecuting attorneys of the CITY, and shall perform such duties as are required to prosecute municipal ordinances of the CITY where the suspect has a perceived mental illness and his charges are set in the St. Louis County Municipal Court's Mental Health Court/Jail Diversion Program.

(4) The clerks and judges of the St. Louis County Municipal Court shall perform such duties as are required to hear and determine municipal ordinance violations of the CITY which are set in the Mental Health Court/Jail Diversion Program.

(5) The COUNTY shall assess and collect all fines and costs generated by the hearing and determination of the municipal ordinance violations of the CITY which are set in the Mental Health Court/Jail Diversion Program. The COUNTY shall retain such fines as compensation for services rendered in accordance with paragraph (10) of this Contract. With regards to court costs, the COUNTY shall assess, collect and distribute such court costs as allowed or required by law, and shall retain the CITY'S share of such costs as further compensation for this contract.

(6) If the CITY uses the Care System for its police reports, CITY will give the COUNTY Mental Health Court Prosecutor access to that system for retrieval of relevant reports..

(7) Applications for charges shall be sent (preferably by e-mail) to the prosecutor of the Mental Health Court. Simultaneously, with each application for charges, a certified copy of the CITY'S pertinent ordinance provision and corresponding penalty provision must be provided to the Mental Health Court Prosecutor because all such charges must be charged under the CITY'S ordinances.

(8) If the CITY desires to initiate prosecution through complaints and/or informations, the CITY shall provide all documents, information, witnesses and materials necessary to such prosecution, and the CITY shall otherwise cooperate with the COUNTY in the

provision of such documents, information, witnesses or materials as may be necessary for said prosecution.

(9) Any such charges placed in the Mental Health Court/Jail Diversion Program, which the COUNTY decides at some point, need to be removed from said Mental Health Court/Jail Diversion Program, shall be placed on a regular docket of the St. Louis County Municipal Court for any further necessary prosecution and disposition.

(10) Once the case is referred to St. Louis County for handling, the COUNTY shall receive all fines and costs generated by the prosecution of that case under the terms of this Contract. The CITY hereby assigns the COUNTY the said amount, to be retained by the COUNTY as such fines and costs are collected. In addition, the CITY shall pay the COUNTY for the services set out herein, \$300.00 per person referred and accepted on the Mental Health Court, up to a maximum of \$3,000.00/year regardless of total number of referred persons accepted within that year.

(11) Either party may terminate this Contract at any time by giving the other party sixty (60) days prior written notice.

(12) This Contract shall take effect from and after the passage and approval of the authorizing ordinance by both the CITY and COUNTY, whichever is later and shall continue for one year. It is further agreed by the parties that should they wish to enter into a similar contract for such services for the year succeeding this contract and years subsequent thereto but are unable, within thirty (30) days of the expiration of the contract, to agree on the terms of any such renewal, the terms of the present contract shall continue in effect until such time as either the parties reach an agreement on the said terms, and subject to appropriation by the CITY, or one of the parties elects to terminate by giving the other party sixty (60) days prior written notice.

IN WITNESS HEREOF, both parties have affixed their signatures to this Contract.

CITY OF FLORISSANT, MISSOURI

ST. LOUIS COUNTY, MISSOURI

By _____
Mayor

By _____
County Executive

ATTEST:

ATTEST:

Clerk

County Clerk

APPROVED AS TO FORM:

APPROVED:

Attorney

County Counselor

APPROVED:

Accounting Officer

APPROVED:

St. Louis County
Municipal Court Administrator