



FLORISSANT CITY COUNCIL AGENDA
City Hall
955 Rue St. Francois
MONDAY, OCTOBER 23, 2023
7:00 PM
Karen Goodwin, MMC/MRCC



I. PLEDGE OF ALLEGIANCE

II. ROLL CALL OF MEMBERS

III. APPROVAL OF MINUTES

10-9-2023	City Council Minutes	
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IV. SPECIAL PRESENTATIONS

	PROCLAMATIONS	
	Extra Mile Day Proclamtion	

IV. HEARING FROM CITIZENS

V. COMMUNICATIONS

VI. PUBLIC HEARINGS

23-10-026	Request to authorize a Special Use Permit for Royals Liquorto allow for a Package Liquor Store located at 490 Howdershell. (Recommended approval by the Planning and Zoning Commission on 10-2-2023).	Krunal Patel
23-10-027	Request to amend a Special Use No. 8824 issued to Shade Restaruant & Bar LLC d/b/a Twelve 19 Restaurant and Lounge located at 1752-1759 N. New Florissant Road to allow for a change in hours of operation, in a 'B-3' Extensive Business District. (Planning and Zoning commission recommended denial on 10-2-2023)	Lisa West

VII. OLD BUSINESS

	BILLS FOR SECOND READING	
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VIII. NEW BUSINESS

	BOARD APPOINTMENTS	
	REQUESTS	
Animal	Request to approve a permit for Michael Blum to keep 3 hens located at 148 Boone Street. (Recommended approval by the Health Department)	Michael Blum
Liquor	Request for a Full Liquor by the Drink License for Brennan's Bar and Grill located at 1740 Thunderbird.	Keith Williams
Liquor	Request for a Beer and Wine by the Drink License for Behind the 8 Ball located at 1165 N Highway 67.	Darryl Wallace
	BILLS FOR FIRST READING	
9922	Ordinance to authorize a Special Use Permit to 490 Jai Ganesha LLC, d/b/a Royals Liquor to allow for a Package Liquor Store located at 490 Howdershell.	Eagan
9923	Ordinance to amend Special Use No. 8824 issued to Shade Restaruant & Bar LLC d/b/a Twelve 19 Restaurant and Lounge located at 1752-1759 N. New Florissant Road to allow for a change in hours of operation, in a 'B-3' Extensive Business District.	Siam
9924	Ordinance adopting the budget for the City of Florissant for the fiscal year commencing on December 1, 2023 and ending on November 30, 2024 and providing for its effective date.	Council as a Whole
9925	Ordinance realizing revenue of \$392,394.00 from Missouri American Water Company to the Street Fund and appropriating the same amount to account no. 408-5670 "Street Contract" for the restoration of Harrison Street.	Eagan

9926	Ordinance authorizing a transfer in the Capital Improvement Fund of \$20,000.00 from Account 403-56520 Sidewalk repairs to account 403-53300 Materials & supplies for the continued repairs to City streets by the Street Division.	Eagan
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IX. COUNCIL ANNOUNCEMENTS

X. MESSAGE FROM THE MAYOR

XI. ADJOURNMENT

THIS AGENDA WAS POSTED ON THE BULLETING BOARD IN THE LOBBY AT CITY HALL AND ON THE CITY WEBSITE AT FLORISSANTMO.COM ON OCTOBER 20,2023 BY 12:00 PM.

ANY ONE WISHING TO ATTEND THE COUNCIL MEETING WHO HAS SPECIAL NEEDS SHOULD CONTACT THE CITY CLERK BY NOON ON MONDAY, MONDAY, OCTOBER 23, 2023

CITY OF FLORISSANT



COUNCIL MINUTES Monday, October 9, 2023

The Florissant City Council met in regular session at Florissant City Hall, 955 Rue St. Francois on Monday, October 9, 2023 at 7:00 PM with Council President Eagan presiding.

I. PLEDGE OF ALLEGIANCE

The Chair asked everyone in attendance to stand and join in reciting the Pledge of Allegiance.

II. ROLL CALL OF MEMBERS

On Roll Call the following Councilmembers were present: Schildroth, O'Donnell, Pagano, Parson, Siam, Harris, Manganelli, Eagan, and Caputa. Also present was Mayor Timothy Lowery, City Clerk Karen Goodwin, and City Attorney John Hessel. A quorum being present the Chair stated that the Council Meeting was in session for the transaction of business.

III. APPROVAL OF MINUTES

Councilman Caputa made a motion to approve the City Council Minutes of September 25, 2023, seconded by Schildroth. Motion carried.

IV. HEARING FROM CITIZENS

Councilman Eagan noted anyone wanting to speak on the bills related to the Koch Park Development and land swap agreement can either speak during Hearing from Citizens or during the Bills for Second Reading. He asked anyone who would like to speak to not repeat the discussion. The chair stated that he would not allow for residents to speak multiple times and asked the audience to be respectful and do not shout or interrupt while people are speaking. Councilman Eagan noted the Council follows Roberts Rule of Order and at any moment, if a council member feels the discussion has led off course, a call for the question can be made at which time he must stop the proceedings and request a roll call vote.

Ellen Mattli, 16 Blanchette, stated she did not have enough information regarding the land swap and wanted to know the assessed value of the properties being proposed in the swap. John Hessel noted this is not the sale of property and does not require an appraisal since land is not being sold. Mr. Hessel noted the council is responsible for determining if the city is receiving a fair trade for the property, in this case, as a recreational portion of land.

Susan Wessel, 2850 Charbonier, stated she is opposed to the construction of homes and understands their perceived benefits, but believes the cost to the community and the environment outweigh the benefits of the development. She stated the parks are vital greenspace and the placing of homes on the property would drastically change the landscape of the neighborhood and sacrificed for the sake of profit. Ms. Wessel believes the development would devalue the homes and traffic congestion should be considered since adding new housing would result in more traffic on overburdened roads. The city should be committed to preserving parks, not building homes on the area because the true value of parks cannot be measured monetarily. She noted over 58 homes on realtor.com were listed at over \$258,000 within the City of Florissant.

Martin Payne, 2471 Spikewood, stated he didn't realize this proposal had been in question for the council for a year and asked why it could not be put to the vote of the people on a ballot.

Andrew Podleski, 960 St Catherine, stated he believes this is the worst proposal since the city bought the golf course in the late 1990's. He noted the homes will not assist the city since they do not have a real estate tax since the taxes received are based on population. Mr. Poleski stated the new park property is unusable for most people due to its steep terrain and the city has no precedent for this land swap.

Sandi Meyer, 125 Pompano, stated she believes the council has already made their decision and proposed that any new construction including, but not limited to, any planned greenspace be built green to include permeable sidewalks, roadways, rain gardens, native plantings and any proposed homes in currently wooded areas be required to maintain a minimum of 25% of the existing trees.

Brian Wilson, 3000 Charbonier, stated he believes the decision was already made. He noted he believed there would be a net loss of about \$439,000 for the land swap. Mr. Wilson noted curiosity of whether or not other developers were brought in to discuss ideas or developments outside of McBride Homes but understands this was a closed session issue.

Mary Michele stated that rezoning Koch Park to residential is wrong, unfair, and a sneaky, silent deal completed by the city. She noted the agenda stated the rezoning as 2300 Charbonier and no one would know this was Koch Park as the proposed rezoned property. She stated the city needs to be more transparent with residents since they pay taxes and residents should have a vote on this proposal.

Kathy Wilson, 3000 Charbonier, stated Mr. Hessel may believe the value of the property is based on recreational use, but her taxes are not. She noted the council should do more to make Koch Park more utilized because they have let the property sit even with a special tax increase named Proposition A. Ms. Wilson stated the two pieces of property are not similar or comparable at all and the development off Mullanphy which will be proposed later will add 90 homes to the city.

Jerry Pette, 4 Storkway, noted the residents have loved the park for over 60 years and the development is unprecedented. He stated he took a flyer of opposition to the rezoning to the Fall Festival and talked to over 100 people and only had one person say they were in favor of the rezoning.

Sarah Wilson stated she was opposed to the development but wanted clarification on what recreational value meant. John Hessel noted the Economic Development Director along with other staff members present at the public hearing defined the recreational value of the property.

Andrew Lococo, 1231 Riverwood Place, stated he has looked for larger homes within the city of Florissant and found a large enough home in Riverwood Place which he believed was within Florissant city limits. He noted he has struggled to find a 4-bedroom home within the city limits and is in favor of the development because it gives larger, growing families an opportunity to stay within the city. Mr. Lococo noted, over his time as a resident, he has not seen anyone use the area of Koch Park in question.

Jim Hunziker, 2675 Charbonier, noted he is against the development and lives across the street from the future entrance of the neighborhood. He stated it is not necessary for the development and would rather see a development at the rear of the JJE Center or at Dunnegan Park. He noted an added trail would bring other neighborhoods into his backyard.

V. COMMUNICATIONS

Councilman Eagan made a motion to enter an email received by Representative Bangert into the record, seconded by Schildroth. Motion carried.

VI. PUBLIC HEARINGS

23-010-025. Request to amend Special Use Permit no. 8595 issued to Latte Lounge LLC to allow for the expansion of a sit-down, carry out coffee shop in an existing 'B-3' Extensive Business District for the property located at 2188/2190 N Waterford.

The City Clerk reported that Public Hearing 23-10-025 for the Request to amend Special Use Permit no. 8595 issued to Latte Lounge, LLC to allow for the expansion of a sit-down, carry-out coffee shop in an existing 'B-3' Extensive Business District for the property located at 2188/2190 N. Waterford. The Chair declared the Public Hearing to be open.

Nyshaun Harvey, owner, stated her business currently occupies 2190 N Waterford and a business just vacated 2188 N Waterford. She noted she would like to provide an area for customers to sit down and stay longer at her business and would need to open the space between the two sections of property to do so. Ms. Harvey stated she would like to keep the business model the same.

Councilman Siam stated he would support three readings of the agenda. Being no further comments, Councilman Siam made a motion to close the public hearing, seconded by Caputa. Motion carried.

23-010-026 Public Hearing on the Proposed Budget for the City of Florissant for the Fiscal Year beginning December 1, 2023 and ending on November 30, 2024.

The City Clerk reported that Public Hearing 23-10-026 for the Public Hearing on the Proposed Budget for the City of Florissant for the Fiscal Year beginning December 1, 2023 and ending on November 30, 2024. The Chair declared the Public Hearing to be open.

Kimberlee Johnson, Florissant Finance Director, stated she has submitted the Fiscal Year 2024 Proposed Budget.

Councilman Eagan noted the budget meeting was held on Saturday, October 7, 2023 where the council reviewed each item on the budget with all department heads and Ms. Johnson.

Being no further comments, Councilman Eagan made a motion to close the public hearing, seconded by Siam. Motion carried.

VII. OLD BUSINESS

BILLS FOR SECOND READING

9910. Ordinance approving the Final Plat of "Lot 12 of St. Ferdinand Commons" for the property located at 3200 N. Hwy 67, in an existing "B-3' Extensive Business District

Councilman O'Donnell moved that Bill No. 9910 be read for a second time, seconded by Pagano. Motion carried and Bill No. 9910 was read for a second time.

Councilman O'Donnell moved that Bill No. 9910 be read for a third time, seconded by Parson. Motion carried and Bill No. 9910 was read for a third time and placed upon its passage.

Before the final vote was taken, all interested persons were given the opportunity to be heard.
 Being no further comments, on roll call the Council voted as follows:

VOTING

Motion by: Councilman O'Donnell, Thomas

Second by: Councilman Parson Jr., Robert

COUNCIL MEMBERS	YES	NO	ABSTAIN	RECUSE
Councilman Eagan, Joseph	X			
Councilman Harris, Andrew	X			
Councilman Manganelli, Paul	X			
Councilman Caputa, Jeff	X			
Councilman Schildroth, Keith	X			
Councilman O'Donnell, Thomas	X			
Councilwoman Pagano, Jackie	X			
Councilman Parson Jr., Robert	X			
Councilman Siam, Tommy	X			

Whereupon the Chair declared Bill No. 9910 to have passed and become Ordinance No. 8917.

9911. Ordinance to rezone the property located at 3200 N. Hwy 67 from B-3 "Extensive Business district" to B-5 "Planned Commercial District" for All Tru Credit Union with attached drive-thru.

Councilman Siam moved that Bill No. 9911 be read for a second time, seconded by Harris.
 Motion carried and Bill No. 9911 was read for a second time.

Councilman Siam moved that Bill No. 9911 be read for a third time, seconded by Manganelli.
 Motion carried and Bill No. 9911 was read for a third time and placed upon its passage.

Before the final vote was taken, all interested persons were given the opportunity to be heard.
 Being no further comments, on roll call the Council voted as follows:

VOTING

Motion by: Councilman Harris, Andrew

Second by: Councilman Manganelli, Paul

COUNCIL MEMBERS	YES	NO	ABSTAIN	RECUSE
Councilman Eagan, Joseph	X			
Councilman Harris, Andrew	X			
Councilman Manganelli, Paul	X			
Councilman Caputa, Jeff	X			
Councilman Schildroth, Keith	X			
Councilman O'Donnell, Thomas	X			
Councilwoman Pagano, Jackie	X			
Councilman Parson Jr., Robert	X			
Councilman Siam, Tommy	X			

Whereupon the Chair declared Bill No. 9911 to have passed and become Ordinance No. 8918.

S9912. Ordinance to authorize a Special Use Permit to Jorville LLC to allow for a vehicle and RV storage establishment in a B-3 Extensive Business District located at 2 Menke Place.

Councilman O'Donnell made a motion to accept Substitute Bill No. 9912, seconded by Eagan. Motion carried.

Councilman O'Donnell moved that Bill No. 9912 be read for a second time, seconded by Harris. Motion carried and Bill No. 9912 was read for a second time.

Councilman O'Donnell moved that Bill No. 9912 be read for a third time, seconded by Pagano. Motion carried and Bill No. 9912 was read for a third time and placed upon its passage.

Before the final vote was taken, all interested persons were given the opportunity to be heard. Being no further comments, on roll call the Council voted as follows:

VOTING

Motion by: Councilman O'Donnell, Thomas

Second by: Councilwoman Pagano, Jackie

COUNCIL MEMBERS	YES	NO	ABSTAIN	RECUSE
Councilman Eagan, Joseph	X			
Councilman Harris, Andrew	X			
Councilman Manganelli, Paul	X			
Councilman Caputa, Jeff	X			
Councilman Schildroth, Keith	X			
Councilman O'Donnell, Thomas	X			
Councilwoman Pagano, Jackie	X			
Councilman Parson Jr., Robert	X			
Councilman Siam, Tommy	X			

Whereupon the Chair declared Bill No. 9912 to have passed and become Ordinance No. 8919.

Please note: All comments heard on bills 9915, 9916, 9917, 9918, and 9919 will be applied to all of the bills due to the interconnectedness of the subject matter.

9915 Ordinance to amend the Florissant Code of Ordinances, Title IV "Land Use", Chapter 405 "Zoning Code", by adding a new Title V "Planned Development-Residential District" (PD-R).

Councilman Eagan moved that Bill No. 9915 be read for a second time, seconded by Manganelli.

Councilwoman Pagano noted she had concerns regarding comments at the previous meeting and emails received about transparency and has asked the city attorney to explain how situations are handled.

John Hessel, City Attorney, stated any complaints about the negotiations being held in closed session or lack of transparency should be directed to the city attorney. He noted he has represented municipalities for over 40 years as well as media clients and is very familiar with Sunshine Law. He stated he is aware of issues and concerns with transparency but has also been involved in business transactions and knows when a city is involved in any transaction including a purchase, sale, or exchange of real property, negotiations are delineated in closed sessions in compliance with the Sunshine Law and should remain closed because the other parties in the transaction are able to negotiate in a reasonable business discussion. Mr. Hessel advised the

Mayor and the City Council to keep the negotiations confidential. The information becomes open to the public when the public hearings are advertised and the properties that are subject to the public hearings are posted. Planning and Zoning Commission hears the request first in an open meeting that is also posted, and a public hearing with the City Council. He stated this is a typical way to engage in these transactions of business.

Motion carried and Bill No. 9915 was read for a second time.

Councilman Eagan moved that Bill No. 9915 be read for a third time, seconded by Manganelli. Motion carried and Bill No. 9915 was read for a third time and placed upon its passage.

Before the final vote was taken, all interested persons were given the opportunity to be heard. Councilman Eagan noted this would be the time to make a comment if residents had not made a comment during Hearing from Citizens.

Guy Tinker stated the situation is unprecedented. He wants to be sure Florissant wants to be the first to do this. He noted he cannot find any situation where a city in any state has ever agreed to a land swap for development. Mr. Tinker stated appraisals are completed on every piece of land whether built on or not and Koch Park is a piece of land which should be appraised. He noted concerns with the comments about the traffic study which were made at the previous meeting. He stated that roads like Charbonier do not work well with excess traffic and the developers are asking for a lot of trust.

Mark Behlmann noted Sunset Park was donated to the city. Many residents opposed the park when it was being donated noting the environmental impact, however, there has not been any impact. He stated a park foundation was created in 2005 for Sunset Park to improve the park area, raise money, secure grants, and find volunteers to create a Nature Lodge at Sunset Park. Mr. Behlmann stated all the ideas for parks and nature lodges take cultivating from leaders in the community. He noted everyone involved in the development of Sunset Park over the years understood that the park expansion is a continuing effort and Greenway Trails has a strong interest in continuing to expand the trail. Mr. Behlmann noted he sees a lot of residential development in St. Charles County and for Florissant to grow, the city needs new housing or it will be passed up by many municipalities in St. Charles County. He finished with a statement of support for the development of the residential area proposed at Koch Park and the development of Sunset Park with the Love Tract Property.

Councilman Eagan reminded residents if they spoke during public comment, they did have a time limit on how long they could speak, and they would not have the chance to speak again to allow for others to have an opportunity to speak. He noted comments during second readings do not have a time limit.

John Hessel confirmed that per the Florissant code, citizens have three minutes to speak during hearing from citizens or an unlimited amount of time to speak during the reading of a bill. He noted speakers were told they had a chance to choose between speaking during Hearing from Citizens or the second readings, but not in both portions of the meeting to avoid repetition.

Councilman Schildroth called for the question.
On roll call the Council voted as follows:

VOTING

Motion by: Councilman Eagan, Joseph
 Second by: Councilman Manganelli, Paul

COUNCIL MEMBERS	YES	NO	ABSTAIN	RECUSE
Councilman Eagan, Joseph	X			
Councilman Harris, Andrew	X			
Councilman Manganelli, Paul	X			
Councilman Caputa, Jeff	X			
Councilman Schildroth, Keith	X			
Councilman O'Donnell, Thomas	X			
Councilwoman Pagano, Jackie	X			
Councilman Parson Jr., Robert	X			
Councilman Siam, Tommy	X			

Whereupon the Chair declared Bill No. 9915 to have passed and become Ordinance No. 8920.

9916. Ordinance authorizing the approval of a final plat for the property located at 2300 Charbonier Road.

Councilman Manganelli moved that Bill No. 9916 be read for a second time, seconded by Caputa. Motion carried and Bill No. 9916 was read for a second time.

Councilman Manganelli moved that Bill No. 9916 be read for a third time, seconded by Eagan. Motion carried and Bill No. 9916 was read for a third time and placed upon its passage.

Before the final vote was taken, all interested persons were given the opportunity to be heard.

Leslie Kauffman stated she is opposed to houses being built on park property and does not understand how a land swap can be done or ever been heard of taking place. She noted she believes people who have spoken do not live within the city of Florissant and getting rid of rental properties would open up more housing for residents. Ms. Kauffman believes the school districts are the reason for people not wanting to move to Florissant.

Councilman Schildroth called for the question.

On roll call the Council voted as follows:

VOTING

Motion by: Councilman Manganelli, Paul
 Second by: Councilman Eagan, Joseph

COUNCIL MEMBERS	YES	NO	ABSTAIN	RECUSE
Councilman Eagan, Joseph	X			
Councilman Harris, Andrew	X			
Councilman Manganelli, Paul	X			
Councilman Caputa, Jeff	X			
Councilman Schildroth, Keith	X			
Councilman O'Donnell, Thomas	X			
Councilwoman Pagano, Jackie	X			
Councilman Parson Jr., Robert	X			
Councilman Siam, Tommy	X			

Whereupon the Chair declared Bill No. 9916 to have passed and become Ordinance No. 8921.

9917. Ordinance authorizing the approval of the final subdivision plat of the 2700 Mullanphy Lane: Parts of lots 1 and 2 Jane Lindsay Estate.

Councilman Harris moved that Bill No. 9917 be read for a second time, seconded by Pagano. Motion carried and Bill No. 9917 was read for a second time.

Councilman Harris moved that Bill No. 9917 be read for a third time, seconded by Schildroth. Motion carried and Bill No. 9917 was read for a third time and placed upon its passage.

Before the final vote was taken, all interested persons were given the opportunity to be heard.

Jessica Berchtold, resident, presented 167 homes within the school districts in Florissant that have sold for over \$300,000 in the last year to show the demand for similar homes. She stated she is hurt when people say there is no demand for homes and development because 127 homes are being sold actively in Florissant and only 22 of which are above 1,200 sq. ft.

Brett Berchtold, resident, noted he is a resident and business owner in Florissant and thanked the council for considering the development and land swap. He stated he is raising a large family in Florissant and is actively taking his kids to events and amenities provided by the City of Florissant. Mr. Berchtold noted that to move forward as a city, they do need development. He stated other municipalities in St. Charles County are selling larger homes for the potential price of the homes developed by McBride because there is a demand. More homes are being sold in Florissant than in the City of Wentzville, but only a small portion of these homes are new and over \$300,000 in value. He stated any homes over this value, only 6 homes of 917 have been cancelled or expired which means the demand is present within the city of Florissant.

Judy Barns noted she opposed the development and land swap. She stated the residents should be allowed to vote on this proposal.

Councilman Manganelli stated he has given the vote careful consideration and done research on this proposal. He has heard from residents both for and against the development. He noted much of the land is flat down by the river and many walking and hiking trails allow for beautiful views and perfect for beginner to advanced hikers. He believes the property will be more popular than the land at Koch Park. Councilman Manganelli noted he found several instances where park land was swapped to allow for a housing development including earlier in 2023 in Bocca Raton, Florida and Holland, Michigan. The Federal Government has an entity within the National Forest Department which assists with land swaps of park land. Councilman Manganelli considered the swap of park land and understands some people use the area to walk dogs, but the land overall is unused as a park. He noted the swap still leaves over 30 acres of park land for the residents. He believes the land the city will receive is more picturesque and would be of more use than the park land at Koch Park. He stated he has had many conversations over the last 6 months about the development of Koch Park and was unable to comment on the development until now. He does not believe the residents were unaware of the possibility of the land swap/development. Councilman Manganelli noted the Comprehensive Plan had residents heavily involved and included the potential of a housing development in Koch Park and does not allow for any other housing development in other parks within the city.

Councilman O'Donnell noted much information has been provided about this development and he hates change. He stated he has been on the council for about a year, which hardly qualifies him as a politician. He noted the choice has been studied, debated, and pros and cons have been weighed. Councilman O'Donnell stated there is a lot of responsibility with the decision to be made and believes this an opportunity to work hard at something worth doing and a greater good will come out of with many benefits. He stated he has seen the mayor and other council members put in the work, be knowledgeable, intelligent, precise, and fair. The decisions made by the council are made carefully and the mayor strives to preserve, protect, and advance the city of Florissant.

Councilman Parson thanked all the residents for coming to the council meetings and exercised their right to be heard, expressed their love for Florissant, and are looking out for the city's best interests. He has taken all sides into consideration, but there will continue to be opposition no matter the outcome. Councilman Parson noted he has taken the proposal into careful consideration, visited Koch Park often, and believes the park adds value to the city. He stated he has hiked portions of the Love Property which has both challenging and easy hikes and can confirm the video shown by the Economic Development Director is authentic and not a trail from another park. He noted any appraisals wouldn't indicate if the trade would be fair to the city since the situation is unique to the city. Florissant is lacking in new residential construction and the city has continually lost population size according to the United States Census, but the new development could continue to help the city increase the population as well as increase the value of homes nearby. He noted the amenities of the park will remain the same and adding the Love Property will create an extension of Sunset Park.

Councilman Schildroth noted he spoke with many residents during his first campaign to become a councilmember. He stated the TIF of the Cross Keys shopping center was the most talked about concern during his campaign and had much opposition, but the council believed this TIF would help to improve a blighted shopping center to become a strong commercial development in Florissant and believes the McBride development is a similar scenario. Councilman Schildroth stated the council recognizes the importance of a major housing development project. The lack of new housing stock is present in conversations with Ward 5 residents and the development was spelled out very clearly in the Comprehensive Plan. He noted smaller housing developments have assisted in providing some homes, but the McBride Development uses land the city will never be able to use in a park setting and the gains new park land with potential to create destinations for walking, jogging, and cycling enthusiasts. Councilman Schildroth noted the project could not have come about without the sale of the Love Tract Property by the owner.

Councilman Eagan noted the Comprehensive Plan began development in 2020 to guide staff and elected officials for the next 30 years, it was designed to help for future land use decisions, future public facility decisions, and a call for action. The call for action is for the development for bike and pedestrian facilities and a sustainability program. He noted the plan included comments from city staff, elected officials, stakeholders, and residents. The 184-page document shows opportunities, possibilities, and recommendations including issues of lack of new and larger houses and the need for greenway spaces. He stated Florissant has an older housing stock with the average home being built in 1960 and being 1,200 sq. ft. in size. He noted many people have left their hometown to move to St. Charles, O'Fallon, and Wentzville to find 4-bathroom, multi-bathroom, and 2 car garages. Councilman Eagan continued stating the City of Florissant lacks land to develop the housing needed to accommodate these growing families. The lack of greenway spacing has created difficulty developing pathways between city pathways and subdivisions. Koch Park and the Love Property are severely underused properties and have very different potential uses. He noted Koch Park is not losing any park space, but the city is gaining

about 13 acres of new park space. He mentioned many upgrades to Koch Park and the JFK Center which includes a builder funded walking path for residents to use, but otherwise the western portion of the park is severely underused. The comprehensive plan clearly states this portion of Koch Park is important for the development of housing which is needed within the city. The PD-R will allow the city council to mandate certain parts of the development including lot sizes to ensure needs are met. The Love Tract Property includes an additional 1,500 ft of riverfront property. He hopes the property will be a regional destination for hiking and biking and will be equipped for such the day the city takes possession of the property.

Councilman Eagan called for the question.

On roll call the Council voted as follows:

VOTING

Motion by: Councilman Harris, Andrew

Second by: Councilman Schildroth, Keith

COUNCIL MEMBERS	YES	NO	ABSTAIN	RECUSE
Councilman Eagan, Joseph	X			
Councilman Harris, Andrew	X			
Councilman Manganelli, Paul	X			
Councilman Caputa, Jeff	X			
Councilman Schildroth, Keith	X			
Councilman O'Donnell, Thomas	X			
Councilwoman Pagano, Jackie	X			
Councilman Parson Jr., Robert	X			
Councilman Siam, Tommy	X			

Whereupon the Chair declared Bill No. 9917 to have passed and become Ordinance No. 8922.

9918. Ordinance authorizing the Mayor to transfer ownership of a portion of the Koch Park property, consisting of approximately 31.94 acres, to Koch Park Development LLC provided that the city receives in return a parcel of land adjacent to Sunset Park, consisting of approximately 43.7 acres, to be used as park land.

Councilman Manganelli moved that Bill No. 9918 be read for a second time, seconded by Harris. Motion carried and Bill No. 9918 was read for a second time.

Councilman Caputa moved that Bill No. 9918 be read for a third time, seconded by Schildroth. Motion carried and Bill No. 9918 was read for a third time and placed upon its passage.

Before the final vote was taken, all interested persons were given the opportunity to be heard.

Dave Mattley noted the trails on the Love Tract Property have been created by kids and does not understand why the City of Florissant needs to own the land for it to be used. He stated McBride has 43 acres they cannot use and is potentially a liability to the company. He proposed the city to wait until the property be sold at a tax sale and purchase the property at that time.

Zach McMichael, attorney for Mary Christine Love, has requested the council to make a motion to table the current bill on the floor and the next bill. He stated he understands there will continually be opposition to the development but believes the best way to move forward is to allow people to have 30 days to form their opinions and hear from more citizens. He provided 11

sales to the Council to review and noted sales 9 and 10 were sales of open land. He compared sales 9 and 10 to sales 1 through 6 and 11 and noted open land typically sells for double the land which has negative attributes such as wooded or floodplain land. He stated sale 7 sold for \$72,000 per acre and was advertised as building lots which would be comparable to Koch Park. Mr. McMichael believes the Koch Park property is worth four times the amount of the Love Tract Property and the city needs to take the time to determine how to sell the Koch Park property to make money.

Being no further comments, on roll call the Council voted as follows:

VOTING

Motion by: Councilman Caputa, Jeff

Second by: Councilman Schildroth, Keith

COUNCIL MEMBERS	YES	NO	ABSTAIN	RECUSE
Councilman Eagan, Joseph	X			
Councilman Harris, Andrew	X			
Councilman Manganelli, Paul	X			
Councilman Caputa, Jeff	X			
Councilman Schildroth, Keith	X			
Councilman O'Donnell, Thomas	X			
Councilwoman Pagano, Jackie	X			
Councilman Parson Jr., Robert	X			
Councilman Siam, Tommy	X			

Whereupon the Chair declared Bill No. 9918 to have passed and become Ordinance No. 8923.

9919. Ordinance to rezone the property located at 2300 Charbonier, Lot B (Parcel 07L620118) from R-4 "Single Family Dwelling District to a PD-R " Planned Development-Residential District".

Councilman Manganelli moved that Bill No. 9919 be read for a second time, seconded by Siam.

Councilman Caputa stated the pathway proposed around the subdivision will be a concrete paved path at almost a quarter mile long and 10 feet wide which would cost the city over half a million dollars but will be completed by the developer and connect to trails being completed by the city.

Motion carried and Bill No. 9919 was read for a second time.

Councilman O'Donnell moved that Bill No. 9919 be read for a third time, seconded by Schildroth. Motion carried and Bill No. 9919 was read for a third time and placed upon its passage.

Before the final vote was taken, all interested persons were given the opportunity to be heard.

John Hessel asked that all comments made under Bills 9915, 9916, 9917, and 9918 be made part of the record for all the respective Bills as well as Bill No. 9919.

Being no further comments, on roll call the Council voted as follows:

VOTING

Motion by: Councilman O'Donnell, Thomas

Second by: Councilman Schildroth, Keith

COUNCIL MEMBERS	YES	NO	ABSTAIN	RECUSE
Councilman Eagan, Joseph	X			
Councilman Harris, Andrew	X			
Councilman Manganeli, Paul	X			
Councilman Caputa, Jeff	X			
Councilman Schildroth, Keith	X			
Councilman O'Donnell, Thomas	X			
Councilwoman Pagano, Jackie	X			
Councilman Parson Jr., Robert	X			
Councilman Siam, Tommy	X			

Whereupon the Chair declared Bill No. 9919 to have passed and become Ordinance No. 8924.

VIII. NEW BUSINESS

BOARD APPOINTMENTS

Councilman Caputa made a motion to accept the mayor's appointment of Cynthia Bauer, 1645 Bay Meadows Dr, to the Environmental Quality Commission as a member from Ward 9 with a term expiring on October 9, 2026. Seconded by Parson, motion carried.

REQUESTS

Ward 6. Request to accept an application for a transfer of Special Use Permit No. 8486 from Brennen's Bar and Grill, LLC to Happy homes 314, LLC d/b/a Brennen's Bar and Grill for the operation of a restaurant located at 1740 Thunderbird.

Councilman Siam made a motion to accept the Request for a transfer of Special Use Permit No. 8486 from Brennen's Bar and Grill, LLC to Happy homes 314, LLC d/b/a Brennen's Bar and Grill for the operation of a restaurant located at 1740 Thunderbird. Seconded by Eagan.

Councilman Eagan made a motion to suspend the rules to speak with the petitioner, seconded by Schildroth. Motion carried.

Keith Williams, owner, stated he will be taking over Brennan's and will keep everything in the business the same. He noted this business is not a bar or nightclub. Mr. Williams stated he would like to introduce breakfast to possibly be served from 7am to 10:30am. He noted he has run restaurants but has never owned a bar or restaurant prior to this location.

The motion to accept the application carried.

BILLS FOR FIRST READING

9920 Ordinance to amend Special Use Permit no. 8595 issued to Latte Lounge LLC to allow for the expansion of a sit-down, carry out coffee shop in an existing 'B-3' Extensive Business District for the property located at 2188/2190N Waterford.

Bill No. 9920 was read for the first time.

Councilman Siam moved that Bill No. 9920 be read for a second time, seconded by Pagano. Motion carried and Bill No. 9920 was read for a second time.

Councilman Siam moved that Bill No. 9920 be read for a third time, seconded by Pagano.

On roll call the Council voted: Schildroth yes, O'Donnell yes, Pagano yes, Parson yes, Siam yes, Harris yes, Manganelli yes, Eagan yes, and Caputa yes.

Having received a unanimous vote of all members present Bill No. 9920 was read for a third and final time and placed upon its passage.

Before the final vote all interested persons were given an opportunity to be heard. Seeing none, on roll call the Council voted as follows:

VOTING

Motion by: Councilman Siam, Tommy

Second by: Councilwoman Pagano, Jackie

COUNCIL MEMBERS	YES	NO	ABSTAIN	RECUSE
Councilman Eagan, Joseph	X			
Councilman Harris, Andrew	X			
Councilman Manganelli, Paul	X			
Councilman Caputa, Jeff	X			
Councilman Schildroth, Keith	X			
Councilman O'Donnell, Thomas	X			
Councilwoman Pagano, Jackie	X			
Councilman Parson Jr., Robert	X			
Councilman Siam, Tommy	X			

Whereupon the Chair declared Bill No. 9920 to have passed and become Ordinance No. 8925.

9921. Ordinance authorizing a transfer of Special Use Permit No. 8486 from Brennen's Bar and Grill, LLC to Happy homes 314, LLC d/b/a Brennen's Bar and Grill for the operation of a restaurant located at 1740 Thunderbird.

Bill No. 9921 was read for the first time.

Councilman Caputa moved that Bill No. 9921 be read for a second time, seconded by O'Donnell. Motion carried and Bill No. 9921 was read for a second time.

Councilman O'Donnell moved that Bill No. 9921 be read for a third time, seconded by Caputa.

On roll call the Council voted: Schildroth yes, O'Donnell yes, Pagano yes, Parson yes, Siam yes, Harris yes, Manganelli yes, Eagan yes, and Caputa yes.

Having received a unanimous vote of all members present Bill No. 9921 was read for a third and final time and placed upon its passage.

Before the final vote all interested persons were given an opportunity to be heard. Seeing none, on roll call the Council voted as follows:

VOTING

Motion by: Councilman O'Donnell, Thomas
 Second by: Councilman Caputa, Jeff

COUNCIL MEMBERS	YES	NO	ABSTAIN	RECUSE
Councilman Eagan, Joseph	X			
Councilman Harris, Andrew	X			
Councilman Manganelli, Paul	X			
Councilman Caputa, Jeff	X			
Councilman Schildroth, Keith	X			
Councilman O'Donnell, Thomas	X			
Councilwoman Pagano, Jackie	X			
Councilman Parson Jr., Robert	X			
Councilman Siam, Tommy	X			

Whereupon the Chair declared Bill No. 9921 to have passed and become Ordinance No. 8926.

IX. COUNCIL ANNOUNCEMENTS

Councilman Manganelli noted the Italian Festival was a big success and noted the Italian Festival for next year will be on September 28, 2024.

Councilman Siam reminded residents that Wards 8 and 9 would be holding a joint ward meeting on Tuesday, October 10th at 6:30pm in the gymnasium of Eagan Center with the mayor and members of administration.

Councilman Harris thanked everyone for being at the meeting. He noted the Fall Festival was amazing with a great turnout of participants. He congratulated the Hazelwood School District on building brand new turf fields at all the high schools.

Councilman Caputa noted the demolition of Bangert Pool is about 90% completed and the waterpark at Koch Park is on schedule for the upgrade.

Councilman Eagan noted a resident stated no one would want to live on the west side of Florissant and he has lived on the west side of Florissant for most of his life. He stated the streets were packed with people at the Fall Festival and it was a beautiful day of community.

X. MESSAGE FROM THE MAYOR

Mayor Lowery thanked the Fall Festival Committee for an amazing event and thanked Karen Goodwin for all her hard work as the Committee Chair. He noted it is one of the best and biggest festivals in the city.

Mayor Lowery noted the Florissant Police Department and Fire Protection District are co-sponsoring a haunted house on Friday, October 6 and Friday, October 13 from 5pm to 6pm for all ages and from 6pm to 9pm for the scary haunted house. It is located at 111 St. Francois.

Mayor Lowery stated the Veteran's Day Parade will be taking place on November 5, 2023, which will honor the Veteran of the Year. The parade begins at 1pm at Bangert Park and goes up Florissant Road with the end at the VFW hall.

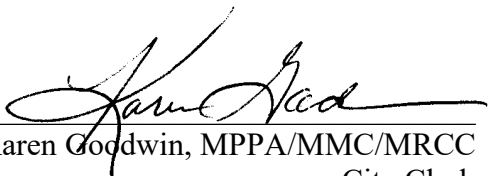
XI. ADJOURNMENT

The Council President stated the next regular City Council Meeting will be Monday, October 23, 2023, at 7:00 pm.

Councilman Siam moved to adjourn the meeting, seconded by Manganelli. Motion carried.

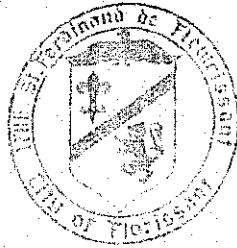
Adjourned at 9:09 PM

Respectfully submitted,


Karen Goodwin, MPPA/MMC/MRCC
City Clerk

Bill No. 9910	Ord No. 8917
Bill No. 9911	Ord No. 8918
Bill No. 9912	Ord No. 8919
Bill No. 9915	Ord No. 8920
Bill No. 9916	Ord No. 8921
Bill No. 9917	Ord No. 8922
Bill No. 9918	Ord No. 8923
Bill No. 9919	Ord No. 8924
Bill No. 9920	Ord No. 8925
Bill No. 9921	Ord No. 8926

OFFICE OF



THE MAYOR

CITY OF FLORISSANT

WHEREAS:

The City of Florissant is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service, and

WHEREAS:

The City of Florissant is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community, and

WHEREAS:

The City of Florissant is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community, and

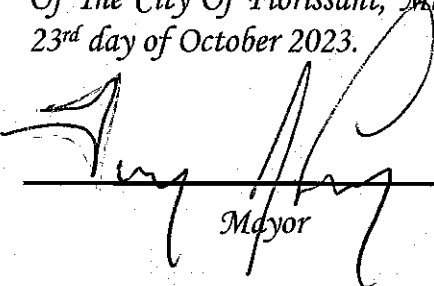
WHEREAS:

The City of Florissant acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2023.

NOW, THEREFORE, I, Timothy J. Lowery, MAYOR OF THE CITY OF FLORISSANT, MISSOURI, and Members of the City Council do hereby proclaim:

**November 1, 2023 is recognized as the
"Extra Mile Day"**

In Witness Whereof I hereunto Set My Hand And Cause To Be Affixed The Seal Of The City Of Florissant, Missouri, this 23rd day of October 2023.



Mayor

CITY OF FLORISSANT

Public Hearing



In accordance with 405.125 of the Florissant Zoning Code a Public Hearing will be held by the City Council of Florissant, MO. in the Council Chambers, 955 rue St. Francois, on Monday, October 23, 2023 at 7:00 p.m. on the following proposition:

To authorize a Special Use Permit to Package Liquor Store located at 490 Howdershell in an existing 'B-3' Extensive Business District (Royals Liquor). Citizens will have an opportunity to be heard. Anyone with special needs should contact the City Clerk at least 5 days before said public hearing by calling 839-7630 or email kgoodwin@florissantmo.com.

CITY OF FLORISSANT, Karen Goodwin, MMC City Clerk

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MEMORANDUM



CITY OF FLORISSANT

To: Planning and Zoning Commissioners Date: September 27, 2023
From: Todd Hughes, P.E., Director Public Works c: Deputy City Clerk
 Applicant
 File

Subject: Request Recommended Approval of a Special Use Permit, to allow for a Package Liquor Store at 490 Howdershell (Royals Liquor).

STAFF REPORT
CASE NUMBER PZ-100223-2

- I. **PROJECT DESCRIPTION:**
This is a request for Recommended Approval of a Special Use Permit, to allow for a Package Liquor Store at 490 Howdershell (Royals Liquor).

- II. **EXISTING SITE CONDITIONS:**
The existing property at 490 Howdershell is located in a 'B-3' Zoning District. The site is a Shopping Center and has multiple lots including 490 Howdershell. The site is predominantly paved with perimeter plantings which, in number appear to meet the current landscape code.

The subject property contains 35,967 square feet and has separation walls between tenants. The tenants are allowed fascia mounted signage areas on the fascia.

The tenant sign will be subject to a wall sign area limitation of 40 s.f. or 40-100 s.f. with P&Z approval.

There are 151 original parking spaces off street parking for the shopping center, with a parking ratio of 4 spaces per 1000 s.f., the parking requirement to be in compliance to code is $35,967/1000 \times 4 = 144$ required. Therefore the number of parking is compliant.

- III. **SURROUNDING PROPERTIES:**
The properties to the East are residences in an 'R-4' District screened by a 6' vinyl fence, it is also bounded by the street to the South and West. The property to the North is a Valvoline instant oil change in a 'B-3' zoning district.

42 **III. STAFF ANALYSIS:**
43 The application is accompanied by idea Architects with Plan dated 9/20/23. Comments on plans
44 submitted are as follows:

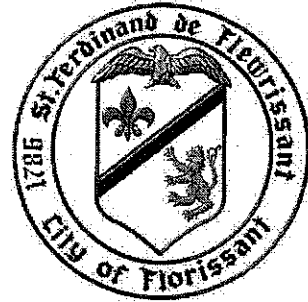
45
46 Site Plan Comments:
47 This drawing shows general site plan, indicating the location within the property on the South
48 side of the building.

49
50
51 **VI. STAFF RECOMMENDATIONS:**
52 If the Commission recommends approval, staff recommends the attached suggested motion:

53
54 **Suggested Motion for a Special Use at 490 Howdershell - Royals Liquor**
55 I move to Recommend Approval to allow a special use permit for a Package Liquor Store
56 establishment in a 'B-3' Extensive Business District as shown on plans attached.

57
58 (end of Suggested Motion and Memo)

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



City Of Florissant – Public Works
314-839-7648

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

PLANNING & ZONING ACTION

Council Ward _____ Zoning _____

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

SPECIAL PERMIT FOR Opening Liquor, beer, wine, store

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

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

LOCATION 490 Howdershell Road, Florissant, Mo 63376

Address of property.

1) Comes Now 490 Jai Ganesha llc Royals Liquor

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

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

Legal interest in the Property) Lease

State legal interest in the property. (i.e., owner of property, lease).

Submit copy of deed or lease or letter of authorization from owner to seek a special use.

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

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

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

7) The petitioner (s) state (s) the following factors and reason to justify the permit:
 (If more space is needed, separate sheets maybe attached)

Krunal Patel / krunal6149@gmail.com
 PRINT NAME SIGNATURE email and phone


FOR 490 Jai Ganesha LLC /DbA: Royals Liquor
 (company, corporation, partnership)

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

8) I (we) hereby certify that, as applicant (circle one of the following):

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

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

PRESENTOR SIGNATURE 
 ADDRESS 64 TOWERBRIDGE PL St Charles, MO 63303
 STREET CITY STATE ZIP CODE
 TELEPHONE / EMAIL 314-315-3560 / Krunal6149@gmail.com
 BUSINESS

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

 Signature of Petitioner authorizing an agent

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

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

REQUIRED INFORMATION

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

1) Type of Operation: Individual _____ Partnership llc 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 krunal Patel 64 towerbridge pl, saint charles, mo 63303
- (2) Telephone numbers 314-315-3560
- (3) Business address 490 howdershell road , florissant
- (4) Name under which business is operated Royals liquor
- (5) If operating under fictitious name, provide date the name was registered with the State of Missouri, and a copy of the registration.

(c) If a corporation:

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

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

Name Kabul v center Commercial Properties Llc

Address 119 Church st , suite 124, ferguson ,mo 63135

Property Owner Kabul v Center Commercial Properties llc

Location of property Lot 1A of the Resubdivision of CREST AIRE PLAT 6, according to the plat thereof recorded in Plat Book 307 Pages 35 & 36 of the St. Louis County Records.

Dimensions of property 3.726 ac

Property is presently zoned c-2 Requests Rezoning To _____

Proposed Use of Property Liquor, Beer, Store

Type of Sign building standard-vinyl Height tbd

Type of Construction iib Number Of Stories 1

Square Footage of Building 35967sqft Number of Curb Cuts 4

Number of Parking Spaces 170 Sidewalk Length _____

Landscaping: No. of Trees n/a Diameter _____

No. of Shrubs n/a Size _____

Fence: Type n/a Length n/a Height n/a

PLEASE SUBMIT THE FOLLOWING INFORMATION ON PLANS OR DRAWINGS:

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

Legal description of Properties: —

Lot 1A OF Resubdivision OF CREST AIRE PLAT 6. According to the Plat thereof Recorded in PLAT BOOK 307 Pgs. 35 & 36. OF the St Louis County Records,

PROVIDE LEGAL DESCRIPTION OF PROPERTY PERTAINING TO THIS PETITION

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

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

PROVIDE LOCATION MAP SHOWING AREA INVOLVING THIS PETITION

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

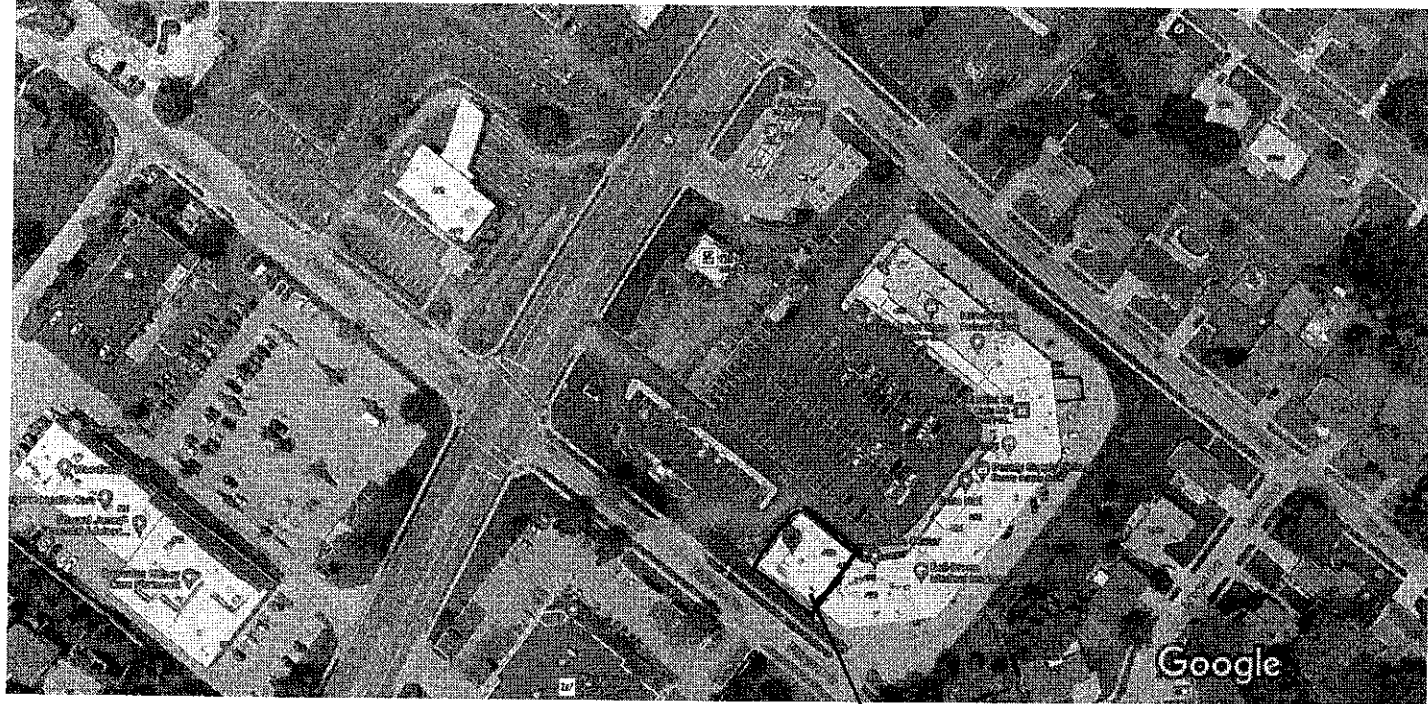
OFFICE USE ONLY

Date Application reviewed _____

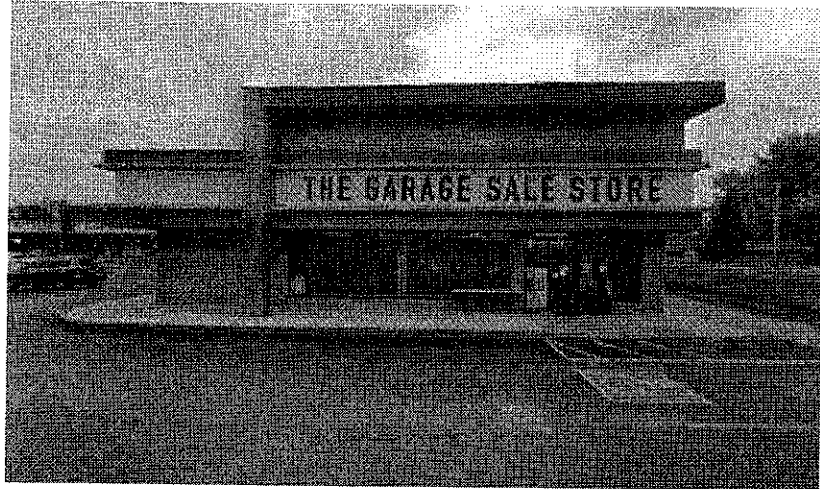
STAFF REMARKS: _____

Building Commissioner or Staff Signature

Google Maps 490 Howdershell Rd



Imagery ©2023 Google, Imagery ©2023 Airbus, CNES / Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2023 Google 50 ft



↙ 58W X 6&L = 3944 SF

490 Howdershell Rd



Directions



Save



Nearby



Send to phone



Share



490 Howdershell Rd, Florissant, MO 63031

RJ3Q+P6 Florissant, Missouri

Photos

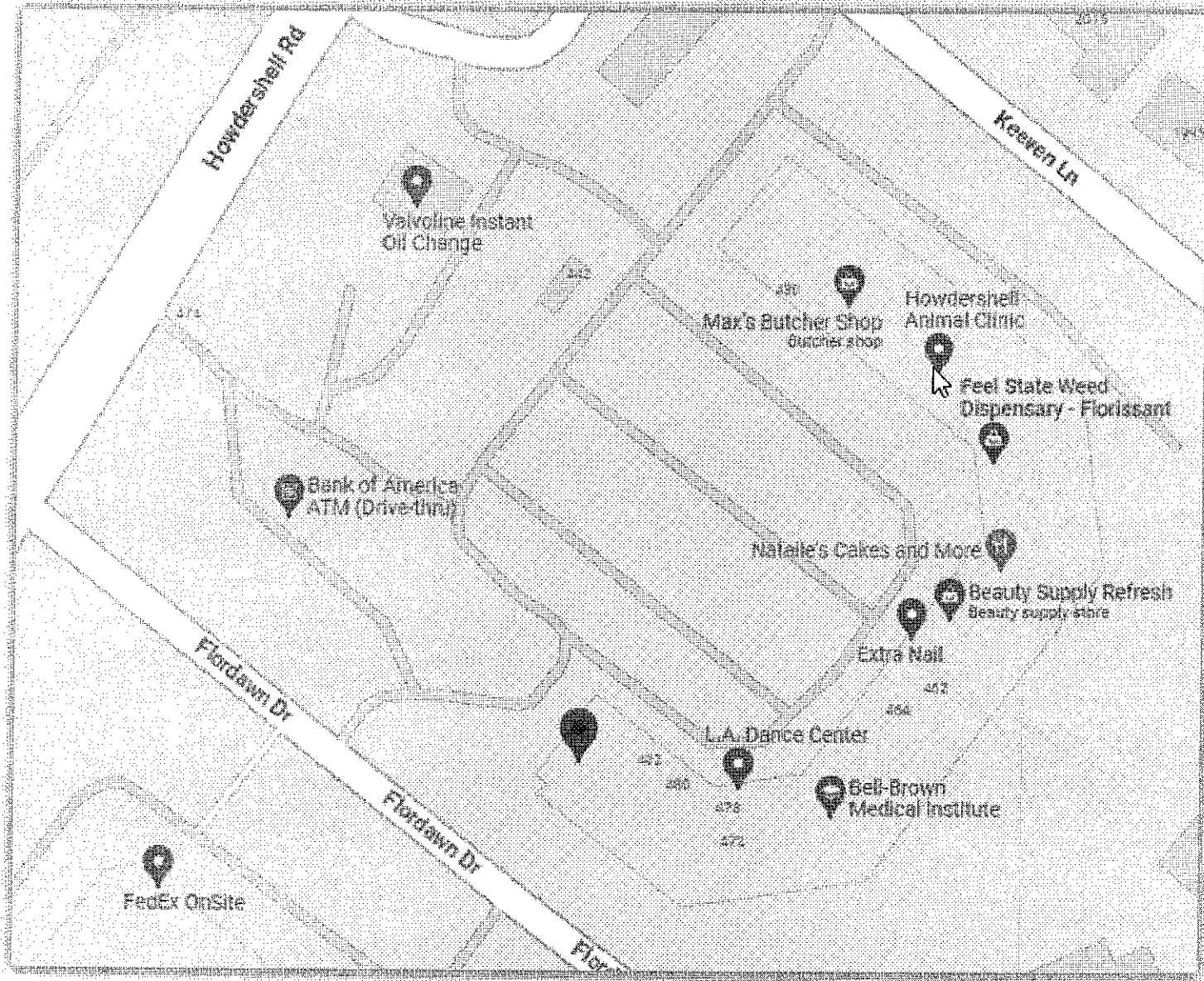
At this place

LibertyX Bitcoin ATM

No reviews

ATM · Floor 1





STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

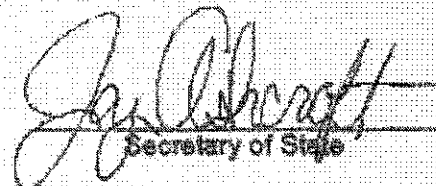
490 JAI GANESHA LLC
LC014491813

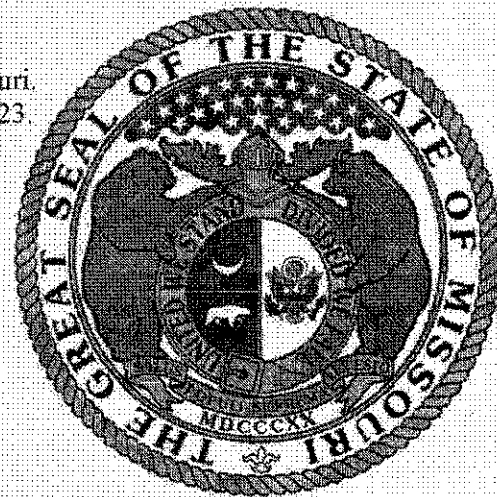
filed its Articles of Organization with this office on the 7th day of September, 2023, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 7th day of September, 2023, 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 7th day of September, 2023.

Effective Date: December 06, 2023


Secretary of State





State of Missouri

John R. Ashcroft, Secretary of State

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

LC014491813
Date Filed: 9/7/2023
Effective: 12/6/2023
John R. Ashcroft
Missouri Secretary of State

Articles of Organization

(Submit with filing fee of \$103.00)

1. The name of the limited liability company is

490 JAI GANESHA LLC

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

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

TO DOING RETAIL BUSSINESS

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

KRUNAL J PATEL 31 Towerbridge Pl Saint Charles, MO 63303-4800

Name Street Address: May not use PO Box unless street address also provided City/State/Zip

4. The management of the limited liability company is vested in: [] managers [x] members (check one)

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: Perpetual

(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer (PO box may only be used in addition to a physical street address):

(Organizer(s) are not required to be member(s), manager(s) or owner(s))

Name Address City/State/Zip
PATEL, KRUNAL 64 Towerbridge Pl Saint Charles MO 63303-4802

7. [] Series LLC (OPTIONAL) Pursuant to Section 347.186, the limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company and are the following:

New Series:

[] The limited liability company gives notice that the series has limited liability.

New Series:

[] The limited liability company gives notice that the series has limited liability.

New Series:

[] The limited liability company gives notice that the series has limited liability.

(Each separate series must also file an Attachment Form LLC 1A.)

Name and address to return filed document:
Name: krunal patel
Address: Email: krunal6149@gmail.com
City, State, and Zip Code:

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

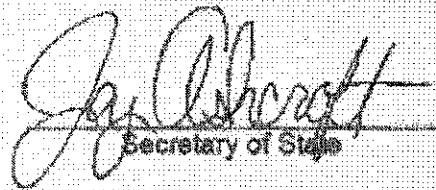
490 JAI GANESHA LLC
LC014491813

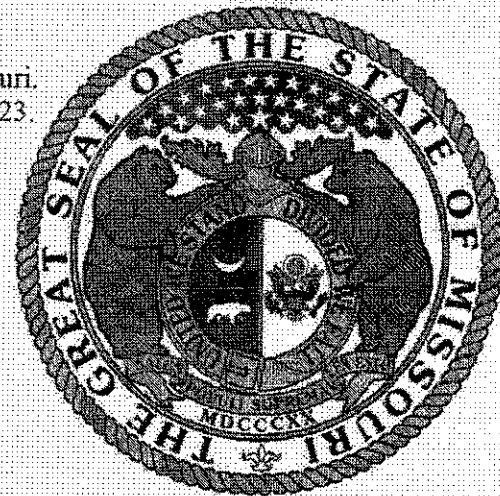
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IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this 7th day of September, 2023.

Effective Date: December 06, 2023


Secretary of State





State of Missouri

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

X001777987
Date Filed: 9/7/2023
Expiration Date: 9/7/2028
John R. Ashcroft
Missouri Secretary of State

Registration of Fictitious Name

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

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

Please check one box:

New Registration Renewal Amendment Correction
Charter number Charter number Charter number

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

Business name to be registered: ROYALS LIQUOR
Business Address: 490 Howdershell Rd
City, State and Zip Code: Florissant, MO 63031-6419

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:

Table with 6 columns: 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%. Row 1: Patel, krunal, 64 Towerbridge Pl, Saint Charles, MO, 63303-4802, 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)

krunal Patel KRUNAL PATEL 09/07/2023
Owner's Signature or Authorized Signature of Business Entity Printed Name Date

Name and address to return filed document:
Name: krunal patel
Address: Email: krunal6149@gmail.com
City, State, and Zip Code:



State of Missouri

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Business name to be registered: ROYALS LIQUOR

Business Address: 490 Howdershell Rd
(PO Box may only be used in addition to a physical street address)

City, State and Zip Code: Florissant, MO 63031-6419

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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:

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krunal Patel KRUNAL PATEL 09/07/2023
Owner's Signature or Authorized Signature of Business Entity Printed Name Date

Name and address to return filed document:

Name: krunal patel

Address: Email: krunal6149@gmail.com

City, State, and Zip Code:

LEASE

THIS LEASE, entered into at St. Louis County, Missouri as of this day of September 8, 2023 by and between KABUL V CENTER COMMERCIAL PROPERTIES, L.L.C., a Missouri Limited Liability Company, ("Landlord"), and, 490 JAI GANESHA LLC a Missouri Limited Liability Company, ("Tenant").

WITNESSETH:

IN CONSIDERATION of the mutual covenants hereinafter contained, and each act performed hereunder by either of the parties, Landlord and Tenant agree as follows:

I. BASIC LEASE PROVISIONS

A. This Article I is an integral part of this Lease and all of the terms hereof are incorporated into this Lease in all respects. In addition to the other provisions which are elsewhere defined in this Lease, the following, whenever used in this Lease shall have the meanings set forth in this Article I:

1. Shopping Center: KABUL V Center – Boardwalk Plaza (“Center”), situated in the City of Florissant, State of Missouri (Article II).
2. Demised Premises: A portion of the Center containing approx. 4000 square feet of gross floor area as indicated on the Site Plan attached as Exhibit A. (Article II). Exact address is 490 Howdershell Rd. Florissant, MO 63031
3. Tenant's Trade Name: Royals Liquor
4. Permitted Use: Royals Liquor and for no other purpose. Tenant shall not engage in any uses prohibited or reserved under Exhibit D-Prohibited Uses and Exclusive Use Provisions.
5. Lease Term: Five (5) years plus (Article III).
6. Rent Commencement Date: February 1, 2024
7. Expiration Date: December 31, 2028
8. Minimum Rent during Lease Term: See Rent Schedule A (Article IV).
9. Estimated Delivery of Possession Date: Immediately upon lease signing.
10. Condition of Premises: “As is”
11. Security Deposit: \$1 (one dollar) (Article XVIII).

12. Option to Renew: See Rent Schedule A (Article IV).

13. Landlord: Kabul V Center Commercial Properties, L.L.C.
119 Church Street, Suite 124
Ferguson, MO 63135

14. Tenant: 490 JAI GANESHA LLC
220 Clarkson Rd.
Ellisville MO, 63011

15. Guarantor: Krunal Patel

16. If tenant is unable to obtain liquor/tobacco licenses in order to operate, this lease will be null and void. Tenant has 30 days from date signed to notify Landlord if liquor/tobacco licenses are not granted.

II. PREMISES

A. Landlord leases to Tenant, and Tenant leases from Landlord, the premises described in Article I (A), Section 2 ("Premises"), as measured from the exterior face of any exterior walls and to the centerline of common walls and outlined on Exhibit "A". The current Shopping Center is more particularly described on Exhibit "B" attached hereto, as shown on Exhibit "A". The Premises location is generally shown as outlined on Exhibit "A." Landlord may exclude any future Outparcel from the definition of the Shopping Center.

B. Landlord reserves the right to maintain, repair, and replace utility lines leading to or from the Premises or under, over, upon or through the Premises as may be reasonably necessary or advisable for the servicing of the Premises or other portions of the Shopping Center. Landlord shall make reasonable efforts not to materially interfere with Tenant's business operation.

III. TERM

The Term of this Lease shall commence upon the date set forth at the top of this Lease and shall expire on the last day of the last consecutive full lease year set forth in Article I (A), Section 7, following the Rent Commencement Date established pursuant to Article I (A), Section 6, unless sooner terminated. The term "lease year" shall mean a period of twelve (12) consecutive full calendar months. If the Rent Commencement Date does not occur on the first day of a calendar month, the first lease year shall include any partial calendar month.

IV. RENT

A. **Minimum Rent.** Tenant agrees to pay to Landlord, at its office or other place

as Landlord may from time to time designate, as "Minimum Rent" for the Premises during the term of this Lease, without any deduction or setoff, the amount(s) set forth in Schedule A, in advance, on the first day of each calendar month. Minimum Rent and the amounts to be paid by Tenant pursuant to Articles V, VII, and VIII hereof shall be prorated on a per diem basis (based upon a thirty (30) day calendar month) for any partial month included in the first lease year.

B. Gross Sales. N/A- Not applicable.

V. TAXES

A. Real Estate Taxes and Assessments. N/A: Included in Rent. Tenant agrees to pay Tenant's proportionate share of all real estate taxes and assessments, together with any and all reasonable expenses incurred by Landlord in negotiating, appealing or contesting such taxes and assessments (including the costs of any contingent fee tax consultants), both general and special, levied and assessed against the land, buildings, and all other improvements which may be added thereto, or constructed within the Shopping Center ("Taxes"). The term Taxes shall be further defined as the amount stated on the tax duplicate for the Shopping Center from the taxing authority which is due and payable by Landlord in the calendar month prior to the accrual of any penalties and/or interest. Tenant's proportionate share shall be the total amount of the Taxes, multiplied by a fraction, the numerator of which shall be the number of square feet of gross leasable area within the Premises, and the denominator of which shall be the gross leasable area of the existing buildings within the Shopping Center at the time the Taxes were levied or assessed, but excluding the gross leasable area of any premises which are separately assessed for tax purposes and billed to an entity other than Landlord or paid directly by an entity other than Landlord, even though billed to Landlord. The amount of taxes so separately assessed and billed are not to be included in determining Tenant's proportionate share of taxes. Tenant shall pay to Landlord, monthly in advance, an amount equal to one-twelfth (1/12th) of Tenant's proportionate share of Landlord's estimate of Taxes for the current tax year together with its proportionate share of all reasonable costs and expenses paid or incurred by Landlord in connection with efforts to reduce or prevent an increase in taxes. If Tenant's proportionate share of Taxes with respect to any tax year is less than the total amount paid by Tenant for such period, the excess shall be credited against the payments with respect to Taxes next becoming due (or paid to Tenant if such adjustment is at the end of the term). If Tenant's proportionate share of Taxes for any tax year exceeds the total amount paid by Tenant for such period, Tenant shall pay the difference to Landlord upon demand. Tenant shall not be obligated to contribute to the payment of any fine, penalty or interest assessed against Landlord for Landlord's failure to fully pay Taxes when due except when the delay is due to Tenant's failure to pay. The tax charges to Tenant shall not include any administrative charges for Landlord's handling of the tax payment. (N/A: Included in

B. Separately Assessed Real Estate Taxes. If Tenant's Premises are separately assessed for tax purposes, then Tenant shall pay all of the taxes assessed thereon. This tax payment shall be in lieu of Tenant's tax obligation under Paragraph A. above, but shall be paid in the same manner as set forth in Paragraph A.

C. Rental Taxes. If any governmental taxing authority levy, assess, or impose any tax, excise or assessment (other than income or franchise tax) upon or against the rents payable by Tenant to Landlord ("Rent Tax"), either by way of substitution for or in addition to any existing tax on land, buildings or otherwise, Tenant shall directly pay, or reimburse Landlord for, the Rent Tax, as the case may be.

VI. CONSTRUCTION

A. Landlord's Work. N/A: As-Is condition. Landlord agrees to perform or cause to be performed such work in the construction of the Premises as may be set forth as Landlord's Work in Exhibit "C" attached hereto and made a part hereof, such work to be substantially in accordance with the specifications set forth in said Exhibit "C". Except as set forth in Exhibit C, Tenant takes the Premises "as is".

B. Delivery of Premises. Landlord shall use reasonable efforts to deliver the Premises to Tenant, with Landlord's Work substantially complete, on or before the Estimated Delivery of Possession Date set forth in Article I (A), Section 10, herein, subject to delays caused by acts of God, government or public enemy, labor disputes, inability to obtain material or labor on reasonable terms, failure of Tenant to perform Tenant's obligations pursuant to Section C of this Article VI, including, but not limited to, Tenant's failure to provide Landlord, promptly upon Tenant's receipt of Landlord's request, information needed for Landlord to complete Landlord's Work, or other cause beyond the control of Landlord. Under no circumstances shall Landlord be liable for any delay or failure to commence or complete its construction or deliver possession of the Premises to Tenant. Notwithstanding the foregoing, in the event Landlord fails to deliver the Premises to Tenant with Landlord's Work substantially complete on or before ninety (90) days following the Estimated Delivery Date, subject to Tenant delays and force majeure, then either party shall have the right to terminate this Lease by delivering written notice to the other. The written notice shall set forth the date of termination which shall be not less than thirty (30) days following the date of receipt by the other of the termination notice. If Landlord delivers the Premises prior to the effective termination date contained in the notice, then the termination shall be deemed rescinded and delivery shall be considered timely made. If terminated, Landlord shall return any monies paid to it by Tenant. Landlord shall be liable to Tenant to repair all latent defects with respect to Landlord's Work (as set forth in Exhibit C) discovered by Tenant within one (1) year of the Rent Commencement Date. For purposes of this Section, the term "substantial completion" shall mean completion of Landlord's Work such that Tenant can commence Tenant's Work

without material interference by Landlord while Landlord is completing Landlord's Work. Within ten (10) days after delivery of the Premises to Tenant, Tenant shall prepare and deliver to Landlord a "punch-list" of items of Landlord's Work which remain incomplete, which punch-list items Landlord will promptly (within 30 days) remedy. In the event Tenant does not deliver said punch-list to Landlord within said ten (10) day period, Tenant shall be deemed to have accepted the Leased Premises "as is", subject to Landlord's obligation to repair latent defects as provided above. In the event that a dispute shall arise as to whether or not Landlord's construction of the Premises is substantially completed, a certification of Landlord's architect that such construction is substantially completed in accordance with plans and specifications therefore shall be conclusive and binding upon the parties hereto.

In the event that Tenant fails to promptly and/or timely provide Tenant plans or respond to Landlord requests for needed input which will allow Landlord to complete its work, Landlord reserves the right to declare its work completed and to deliver the Premises to Tenant in its then condition subject to Landlord completing any additional work needed after receiving from Tenant the required information or plans. In such situation delivery shall be deemed made upon the date Landlord declares such delivery to have occurred irrespective of what additional work Landlord may be required to perform once the required information is received.

C. Tenant's Construction. Not later than fifteen (15) days after Lease execution, Tenant shall prepare and deliver to Landlord detailed plans and specifications of the improvements to the Premises to be constructed by Tenant in compliance with Exhibit C attached hereto and made a part hereof. Within fifteen (15) days following Landlord's receipt of Tenant's plans and specifications Landlord shall notify Tenant whether Tenant's plans and specifications are acceptable to Landlord. If Tenant's plans and specifications are not acceptable to Landlord, Landlord will advise Tenant of the required modifications to Tenant's plans and specifications. If Landlord timely notifies Tenant that the plans and specifications are not acceptable to Landlord, Tenant shall modify and deliver to Landlord its revised plans and specifications within five (5) days from receipt of Landlord's required modifications. Landlord and Tenant will continue this process until Landlord has approved Tenant's plans and specifications ("Tenant's Work"). Within ten (10) days from receipt of Landlord's approval of Tenant's plans and specifications, Tenant will apply for any and all permits and other governmental approvals necessary to perform Tenant's work and Tenant will diligently prosecute such application until approved. Tenant shall not modify Tenant's plans and specifications approved by Landlord without Landlord's prior written consent. Upon Tenant's receipt of Landlord's notice that the Premises are available for Tenant to commence Tenant's Work, and provided Landlord has approved Tenant's plans and specifications, Tenant will commence construction of Tenant's improvements to the Premises in accordance with the approved plans and specifications. Tenant will use reasonable good faith efforts to complete

construction of Tenant's improvements, fixture and stock the Premises and initially open for business to the public on or before the Outside Opening Date provided in Section 11 of the Basic Lease Provisions. In no event shall the Outside Opening Date be extended as a result of Tenant's failure to deliver plans and specifications and any revisions thereto, file for permits or applications, commence construction, complete construction, or to stock or fixture the Premises in accordance with the timetables set forth in this Lease. Tenant shall not commence any work in the Premises until Tenant delivers to Landlord a policy of public liability and property damage insurance in accordance with the requirements of Article XII of this Lease.

D. Miscellaneous. Tenant shall be required to control and retain noise, dust or other materials within the Premises, subject to directives from Landlord. Tenant shall be required to clean all H.V.A.C. filters clogged with dust, or other materials resulting from its construction activities.

VII. COMMON AREAS

A. Common Areas. Landlord grants to Tenant and Tenant's customers and invitees the non-exclusive right to use the areas designated by Landlord from time to time as Common Areas as shown in Exhibit "A". The term "Common Areas" shall mean the parking areas, roadways, pedestrian sidewalks, exterior surfaces of Shopping Center buildings, landscaped areas, fire corridors, meeting areas and public restrooms, and all other areas or improvements which may be provided by Landlord for the common use of the tenants of the Shopping Center. Landlord hereby reserves the following rights with respect to the Common Areas:

1. To establish reasonable rules and regulations for the use thereof;
2. To use or permit the use by others to whom Landlord may have granted such rights for promotional activities;
3. To close all or any portion thereof as may be deemed necessary by Landlord's counsel to prevent a dedication thereof or the accrual of any rights to any person or the public herein;
4. To change the layout of such Common Areas, including the right to reasonably add to or subtract from their shape and size, whether by the addition of building improvements or otherwise, and shall have the right to retain revenue from income producing events whether or not conducted for promotional purposes; and
5. To operate, manage, equip, light, repair and maintain said Common Areas for their intended purposes in such a manner consistent with other similar shopping centers in the St. Louis metropolitan area.

B. Common Area Charge. N/A: Included in rent. Tenant shall pay to Landlord as a "Common Area Charge" a proportionate share of all costs and expenses of every kind and nature paid or incurred by Landlord in operating, maintaining, repairing and managing the Common Areas, including but not limited to, cleaning, lighting, repairing, painting, maintaining, monitoring and replacing all Common Area improvements, roofs (not replacing), systems and buildings within the Shopping Center; snow removal, landscaping and security; restriping and overlay of the parking lot; painting of exterior surfaces of the Shopping Center buildings; public liability, property damage, fire and extended coverage and such other insurance as Landlord deems appropriate for the Center and the Center related employees, including, but not limited to, the cost of Landlord's insurance provided for in Article XII, herein (including any deductible or self-insured retention costs incurred by Landlord in connection with any loss); total compensation and benefits (including premiums for Worker's Compensation and other insurance) paid to or on behalf of employees; personal property taxes; supplies; fire protection (including fire sprinkler monitoring in the various premises); utility charges; licenses and permit fees; reasonable depreciation of equipment used in operating and maintaining the Common Areas and rent paid for leasing such equipment, any fees paid or assessed by Landlord for management of the Shopping Center, including administrative costs equal to fifteen percent (15%) of the aforementioned expenses. Common Area lighting shall be maintained from dusk to at least n/a.

Tenant's Common Area Charge shall be determined by multiplying the total cost incurred by Landlord by the ratio of the square feet within the Premises to the gross leasable area within all of the buildings in the Shopping Center existing at the time of such calculation, excluding with respect to any item the square footage of any tenant in the Shopping Center which provides such item at its own expense for the portion of the Common Areas within such tenant's demised premises and the amount of such item shall not be included in determining the amount of Tenant's Common Area Charge.

Tenant's Common Area Charge shall be paid in monthly installments on the first day of each month in an amount to be reasonably estimated by Landlord. Subsequent to the expiration of the period used by Landlord in estimating Landlord's cost, Landlord shall furnish to Tenant a statement of the actual amount of Tenant's proportionate share of such Common Area Charge for such period and within fifteen (15) days thereafter Tenant shall pay to Landlord or Landlord shall remit to Tenant, as the case may be, the difference between the estimated amounts paid by Tenant and the actual amount of Tenant's Common Area Charge for such period as shown by such statement. Landlord shall make available for Tenant's inspection at a reasonable location to be determined by Landlord, during normal business hours, upon reasonable notice from Tenant, Landlord's records relating to Common Area Charges. Tenant's right to audit shall only arise if the following conditions are all met: (a) Tenant is not in monetary default at the time of its audit request or at any time during its audit, (b) Tenant's CAM charges for the audited

year increased by more than five percent (5%) over the previous year, and (c) Tenant's audit request is made within one (1) year following the year that it seeks to audit. Landlord shall have no obligation to make available its records to Tenant for audit if no audit request by Tenant is made within that one (1) year period. Tenant's rights hereunder may be exercised only by independent certified public accountants and in no event shall be conducted by (a) any former employee of Landlord or Landlord's managing agent or (b) any auditor working for a contingency fee or fee based upon tenant's saving or refund. Tenant shall keep all information gained from such audit confidential and such information may be used by Tenant only in dealing directly with Landlord (or as may be required by law, by any court, or any other proceeding by which Tenant is required to release such information.

C. Fire Sprinkler System Costs. Notwithstanding anything to the contrary in this Lease, its Exhibits or the plan or construction documents, in the event that any entity having authority over the Premises requires monitoring of the fire sprinkler system serving the Premises, Tenant shall pay the cost of the set up and the ongoing monitoring. If the fire sprinkler system only serves Tenant's Premises, then Tenant shall pay the entire monitoring cost. If Tenant's fire sprinkler system is used by more than Tenant's Premises, then Landlord will contract for the set up and the monitoring of the system serving more than one tenant's premises and the cost for the set up and ongoing monitoring shall be allocated amongst the tenants sharing the same based upon the ratio that the square footage of each tenant's premises bears to the total square footage of all of the premises utilizing the common fire sprinkler system.

VIII. UTILITIES AND RUBBISH DISPOSAL

A. Utility Charges. Commencing on the date Landlord delivers the Premises to Tenant, Tenant shall pay for all utilities provided to or for the benefit of the Premises, including but not limited to water/sewer, demand or reservation fees, gas, electricity, fuel, light, heat, power, telephone, cable, and trash and garbage removal, together with all taxes levied or other charges on such utilities and governmental charges based on utility consumption, Tenant shall be responsible for the cost of maintaining the utility lines serving the Premises from the meter junction inward to and within the Premises and any return lines from the Premises to the main trunk line. Landlord shall, at its sole cost and expense, pay for the cost of installation of meters for the Premises and any and all related costs and expenses if such meters do not already exist at the Premises. If any utilities are not separately metered, or are only partly separately metered, and are used in common with other tenants of the Shopping Center, or are charged directly to Landlord for Tenant's use, Tenant shall pay to Landlord its proportionate share of such use in common charges computed either (a) by multiplying such charges by the ratio of the square feet

within the Premises to the square feet of all tenants using such common facilities, or (b) the amount assessed by Landlord applying a reputable industry standard system for assessing utility usage and for and charge to Tenant but billed to Landlord, the amount so charged. Said payments may be estimated by Landlord and paid each month to Landlord by Tenant as Additional Rent subject to a year end "true up" similar to Common Area Maintenance Charges.

B. Rubbish Disposal. Tenant shall be responsible for making suitable and appropriate arrangements for its rubbish removal and disposal. Tenant shall comply with Landlord's reasonable rules and regulations concerning rubbish disposal and use of rubbish disposal facilities. Landlord has provided dumpster services for all tenants. If any additional trash requirements are needed, additional pickups can be added to current services at an additional fee. No markup, direct costs from trash company. Landlord will request trash/litter control in the direct area in front of tenants space.

In addition to all other rents and charges, in the event that Tenant occupies a portion of the Shopping Center in which Landlord assumes responsibility for rubbish removal services, Tenant shall pay its proportionate share of the cost to provide common rubbish services, including maintenance and repair of the dumpsters and dumpster sites. Tenant's share shall be determined by applying a fraction to the total cost incurred, the numerator of which shall be the Gross Leasable Area of Tenant's Premises and the denominator of which shall be the total Gross Leasable Area of the Shopping Center where the common rubbish services are provided. Tenant shall pay its proportionate share at the same time and on the same basis as it pays its other Common Area charges and shall be subject to the same penalties for failure to timely do so.

IX. USE OF PREMISES BY TENANT

A. Tenant's Use of Premises. Tenant shall use the Premises only for the uses set forth in Article I (A), Section 4, of this Lease and for no other purpose without the prior written consent of Landlord.

B. Operation of Business. Tenant agrees to open its store for business on or before the Outside Opening Date, fully fixtured, stocked and staffed. Once open for business to the general public, Tenant agrees to continuously conduct in 100% of the Premises, from n/a to n/a, on all business days during the Term of this Lease and any renewal or extension thereof, the business described in Article I (A), Section 4, above, except where Tenant is prevented from doing so by strikes, casualty or other causes beyond Tenant's control

C. Landlord Right to Recapture. In the event Tenant's operations from the Premises are discontinued for a period exceeding thirty (30) consecutive days for reasons other than damage or casualty which are not caused by Tenant, or

due to force majeure, Landlord may, but is not required to, terminate this Lease upon written notice to Tenant, whereupon this Lease shall terminate thirty (30) days following Tenant's receipt of such Landlord Notice (if Tenant has failed to provide a then current address where Tenant can be reasonably found then service may be made by Landlord by posting the Landlord Notice of Landlord's election to terminate on the exterior surface of the door of the Premises and such posting shall constitute delivery to Tenant of the Landlord Notice as of the date of posting). Upon the date immediately following the thirtieth (30th) day from the date of service of the Landlord's Notice as set forth herein ("Termination Date"), the Lease shall be deemed terminated, and both parties shall, upon termination, be fully relieved from all future Lease obligations arising thereunder except for (a) any costs or damages incurred by Landlord in the removal, storage or disposition of any Tenant property remaining within the Premises after the Termination Date, and (b) any costs incurred by Landlord in repairing any damage to the Premises to restore the Premises to the condition required for its return under the Lease. Nothing herein shall relieve a party from any obligation to the other which accrued prior to the Termination Date.

X. TENANT'S COVENANTS WITH RESPECT TO OCCUPANCY

A. Tenant agrees:

1. To occupy the Premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies having jurisdiction over the Premises, and without committing or permitting waste;
2. To neither do nor suffer anything to be done or kept in or about the Premises which contravenes Landlord's insurance policies or increases the premiums therefor;
3. To keep its show or display windows, canopy and electric signs lighted until at least 9:30 P.M. local time of each day or until time thirty (30) minutes after the close of each business day, whichever is the later;
4. To permit no reproduction of sound which is audible outside the Premises nor permit odors to be unreasonably dispelled from the Premises;
5. To place no sign on the exterior of the Premises or on the interior surface of any windows of the Premises without Landlord's prior written consent and in accordance with the requirements of all applicable laws and regulations, and all other governmental requirements. Tenant shall maintain all signs placed upon the Premises by Tenant in good condition and repair. Tenant agrees not to display any banners, pennants, searchlights, window signs, or similar temporary advertising media on or about the Premises. Upon vacating the Premises,

Tenant agrees to remove all signs installed by Tenant and repair all damage caused by such removal.

6. To place no merchandise, sign or other thing of any kind in the vestibule or entry of the Premises or on the sidewalks or other Common Areas adjacent thereto.

7. To park Tenant's vehicles and to require all employees to park only in such places as may be designated from time to time by Landlord for the use of Tenant and its employees, and specifically not to permit parking of any Tenant or employee vehicles in any service court area. Landlord reserves the right to impose fines against Tenant for any violation of these parking restrictions by Tenant and/or Tenant's employees and to have towed, at Tenant's cost and expense, any automobile parked in violation of this Section;

8. To keep any rubbish, garbage and waste generated by Tenant from the Premises in proper dumpsters provided by Tenant adjacent to the premises or such other area designated by Landlord from time to time until such rubbish, garbage and waste is removed from the Shopping Center and to permit no refuse to accumulate around the exterior of the Premises;

9. To neither load nor unload or permit the loading or unloading of merchandise, equipment or other property from any doors of the Premises that open onto the front sidewalk areas, nor from any other doors except from the rear of the Premises and to use its best efforts to prevent the parking or standing of vehicles and equipment upon Shopping Center land except when actually engaged in loading or unloading;

10. To conduct no auction, fire, bankruptcy, liquidation or going-out-of-business sale without the prior written consent of Landlord;

11. To permit Landlord free access to the Premises at all reasonable times and upon reasonable prior notice (except that no notice shall be required in emergency situations) for the purpose of examining or making repairs to the Premises that Landlord may deem necessary or desirable for the safety or preservation thereof;

12. To permit no lien nor notice of intention to file lien or other charge which might be or become a lien or encumbrance or charge upon the Premises or any part thereof. If any mechanic's or other liens shall at any time be filed against the Premises or any part thereof by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded in accordance with applicable law within 20 days of Landlord's notice;

13. To solicit no business in the Common Areas, nor distribute handbills or other advertising matter to customers, nor place the same in or on automobiles in the Common Areas;

14. To comply with all reasonable rules and regulations which Landlord may from time to time establish for the use and care of the Premises and the Common Areas;

15. To participate in any reasonable window cleaning and exterminating programs that may be established by Landlord;

16. To prohibit the operation on the Premises or in any part of the Shopping Center of any coin or token-operated vending machines, video games or similar devices, except that Tenant may operate on the Premises no more than two (2) inside vending machines;

17. To permit Landlord or its agents, during the ninety (90) day period preceding the expiration of the Term of this Lease, to show the Premises to potential tenants, and to place on the Premises notices offering the Premises for lease or sale;

18. That it shall not make any penetrations through the roof of the Premises without the prior written consent of Landlord; and

19. Except for those matters caused by the negligence or intentional act of Landlord or its agents, officers, employees, or contractors, to defend, protect, indemnify and hold Landlord harmless from and against any and all claims, causes of action, liabilities, damages, costs and expenses, including, without limitation, attorney fees, arising because of any alleged personal injury, property damage, death, nuisance, loss of business or otherwise, by Tenant, any employee of Tenant, or from and against any governmental act or enforcement, arising from or in any way connected with conditions existing or claimed to exist with respect to Hazardous Materials (as hereinafter defined) within the Shopping Center which are the result of Tenant's use, occupancy or operation of the Premises. As used herein the term "Hazardous Materials" shall be defined as any hazardous substance, contaminant, pollutant or hazardous release (as such terms are defined in any federal, state or local law, rule, regulation or ordinance, including without, limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended) and other said wastes.

20. In the event Landlord elects to make any additions or changes to the Premises and/or Shopping Center, Tenant shall, at Landlord's cost and expense, upon Landlord's request: (i) temporarily relocate and/or remove Tenant's signage; and/or (ii) modify Tenant's signage to conform to Landlord's signage

criteria, then in effect, that applies to the Shopping Center, provided such requirements are uniformly applied and enforced.

XI. REPAIRS AND ALTERATIONS

A. Repairs by Landlord. Landlord shall keep the foundations, roof, exterior walls and structural portions of the Premises in good repair, except for repairs required thereto by reason of the acts of Tenant, Tenant's employees, agents, invitees, licensees, or contractors. Notwithstanding anything herein to the contrary, some or all of these repairs will be subject to inclusion in Tenant's Common Area Charge, including, but not limited to, the cost of painting of the outer walls of the Premises. Tenant shall give Landlord written notice of the necessity for repairs coming to the attention of Tenant following which Landlord shall have a reasonable time to undertake and complete such repairs. The provisions of this Article XI, Section A, shall not apply in the case of damage or destruction by fire or other casualty or by Eminent Domain, in which events the obligations of Landlord shall be controlled by either Article XIII or Article XV hereof. It is expressly understood that Landlord shall not be responsible for any portions of the Premises constructed by Tenant or any prior occupant of the Premises.

B. Repairs by Tenant. Except as provided in Article XI, Section A, Tenant shall keep the Premises and any fixtures, facilities, signs or equipment contained therein, in good condition and repair, including, but not limited to, exterior and interior portions of all doors, door checks and operations, windows, plate glass, and showcases surrounding the Premises, the heating, air conditioning, electrical, plumbing and sewer systems all from the place of metering inward to and within the Premises and return lines to the main trunk line, the exterior doors, window frames, and all portions of the store front area, and shall make any replacements thereof and of all broken and/or cracked plate and window glass which may become necessary during the term of this Lease, and any renewals thereof, excepting any repairs to items of Landlord's original construction made necessary by reason of damage due to fire or other casualty covered by standard fire and extended coverage insurance.

No electrical, plumbing or Tenant Work which exceeds Five Hundred Dollars (\$500.00) shall be performed by Tenant unless Landlord has approved such Work in advance. Tenant shall comply with all requirements for permits prior to commencement of such Work.

C. Alterations or Improvements by Tenant. After making its initial leasehold improvements and except as provided herein, Tenant shall not, without Landlord's prior written consent, make, nor permit to be made, any alterations, additions or improvements to the Premises which consent shall not be unreasonably withheld. Any alterations which may be permitted by Landlord shall be based upon plans and specifications submitted by Tenant and approved by Landlord and upon the

condition that Tenant shall promptly pay all costs, expenses, and charges thereof, shall make such alterations and improvements in accordance with applicable laws and building codes and ordinances and in a good and workmanlike manner, and shall fully and completely indemnify Landlord against any mechanic's lien or other liens or claims in connection with the making of such alterations, additions, or improvements. Tenant shall promptly repair any damages to the Premises, or to the buildings of which the Premises are a part, caused by any alterations, additions or improvements to the premises by Tenant.

D. Removal of Improvements. All items of Landlord's construction, all heating and air conditioning equipment, and all permanent alterations, additions and other improvements by Tenant shall become the property of Landlord and shall not be removed from the Premises. All Landlord permitted or approved alterations, additions and other improvements by Tenant shall be the property of Tenant during the Term of this Lease, but shall become the property of Landlord upon the expiration or earlier termination of this Lease and Tenant shall not be required to remove such Landlord permitted or approved alterations, additions or improvements from the Premises. All trade fixtures, furniture, furnishings, and signs installed in the Premises by Tenant and paid for by Tenant shall remain the property of Tenant and may be removed upon the expiration of the term of this Lease; provided that any of such items as are affixed to the Premises and require severance may be removed only if Tenant repairs any damage caused by such removal. If Tenant fails to remove such items from the Premises prior to the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings, and signs shall become the property of Landlord unless Landlord elects to require their removal, in which case Tenant shall promptly remove same and restore the Premises to its prior condition. In the event Tenant fails to remove all such trade fixtures, furniture, furnishings, and signs within ten (10) days after Landlord elects to require their removal, Landlord shall have the right to remove same and sell such trade fixtures, furniture, furnishings, and signs to pay for the cost of removal.

XII. INDEMNITY AND INSURANCE

A. Indemnification by Tenant. Subject to the provisions of Article XII E, below, except to the extent caused by the negligence or intentional act of Landlord, its agents, officers, employees or contractors, Tenant shall indemnify and hold Landlord harmless from and against all loss, cost, expense, and liability whatsoever (including Landlord's cost of defending against the foregoing, such cost to include attorney's fees) resulting or occurring by reason of Tenant's construction, use or occupancy of the Premises.

B. Public Liability Insurance. Tenant agrees to carry public liability insurance covering the Premises and Tenant's use thereof, together with contractual liability endorsements covering Tenant's obligations set forth in Article XII, Section A, above, in companies and in a form satisfactory to Landlord, with a minimum limit of One Million (\$1,000,000.00) on account of bodily injuries to or death or property damage for each occurrence and a minimum limit of Two Million Dollars (\$2,000,000.00) general aggregate. Such insurance shall also provide that the general aggregate limits apply separately to each insured location, if applicable. Tenant shall deposit with Landlord prior to the date of any use or occupancy of the Premises by Tenant certificates evidencing the required coverages. Tenant's insurance policy shall name Landlord and such other parties as Landlord may from time to time designate in writing to Tenant as additional insureds under Tenant's insurance policy and shall bear endorsements to the effect that the insurer agrees to notify all additional insureds not less than thirty (30) days in advance of any modification or cancellation thereof. From time to time the limits of insurance may be increased but not decreased by Landlord as is reasonable to remain comparable with other similar Centers.

C. Landlord's Liability. Subject to the provisions of Article XII, Section E, below, Landlord shall not be liable (i) for any damage to Tenant's property located in the Premises, regardless of the cause of such damage except for damages caused by the negligence or intentional act of Landlord or its agents, officers, employees or contractors, (ii) for any acts or omissions of other tenants of the Shopping Center, nor (iii) for any condition of the Premises whatsoever unless Landlord is responsible for the repair thereof, and has failed to make such repair after notice from Tenant of the need therefor, and expiration of a reasonable time for the making of such repair.

D. Fire and Extended Coverage Insurance. Landlord agrees to carry policies insuring the improvements on the Shopping Center constructed by Landlord against fire and such other perils as are normally covered by extended coverage endorsements in the county where the Premises are located, in an amount equal to at least eighty percent (80%) of the insurable value of such improvements, together with insurance against such other risks (including earthquake, flood, loss of rent, environmental risk and such other coverages as Landlord, in its reasonable discretion, deems appropriate for similarly located shopping centers) and in such amounts as Landlord deems appropriate. Tenant agrees that the total cost of the foregoing insurance as well as Landlord's other Center specific insurance such as general liability policies shall be included in the Common Area charge as provided for in Article VII, Section B, of this Lease, that the insurance costs are not limited by any limitation on Common Area Maintenance expenses, and that Tenant shall pay its proportionate share of the foregoing insurance per said Subsection. Tenant shall have no rights in said policy or policies maintained by Landlord and shall not, by reason of such reimbursement, be entitled to be a named insured thereunder. Landlord's insurance costs to be included in CAM shall not be limited by any limit

set on CAM as may be provided in Article VII. B. or elsewhere and each year Tenant shall pay its full proportionate share of Landlord's insurance regardless of what other limits are placed on its CAM expense. In the event any of Landlord's policies insures Premises or risks other than the Shopping Center or the rents therefrom, the statement of the insurer shall be conclusive as to the portion of the total premium attributable to the Shopping Center. Tenant agrees to carry insurance against fire and such other risks as are, from time to time, included in standard extended coverage endorsements, insuring Tenant's stock-in-trade, trade fixtures, furniture, furnishings, special equipment, floor and wall coverings, and all other items of personal property of Tenant located on or within the Premises, such coverage to be in an amount equal to at least eighty percent (80%) of the replacement cost thereof. Prior to the Commencement Date of this Lease, Tenant shall furnish Landlord with a certificate evidencing such coverage.

E. Mutual Waiver of Subrogation. All insurance policies carried by either party covering the Premises, including but not limited to contents, fire, and casualty insurance, shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party. Tenant and Landlord further agree to waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers, and employees, for any injury to or death of persons or any damage or destruction of persons, property or business which shall occur on or about the Premises originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees to the extent such injury, death or property damage is covered or is required hereunder to be covered by a policy or policies maintained by either Landlord or Tenant pursuant to this Lease.

XIII. DAMAGE AND DESTRUCTION

In the event the Premises are damaged by any peril covered by standard policies of fire and extended coverage insurance, the damage shall, except as hereinafter provided, promptly be repaired by Landlord, at Landlord's expense but, that in no event shall Landlord be required to repair or replace Tenant's stock-in-trade, trade fixtures, furniture, furnishings, equipment or personal property, which shall be the obligation of Tenant to replace to at least equal condition immediately prior to such damage. In the event (a) the Premises are damaged to the extent of twenty-five percent (25%) or more of the cost of replacement of the Premises, or (b) any damage to the Premises in excess of twenty-five thousand dollars (\$25,000.00), which occurs during the last year of the term of this Lease, Landlord may elect either to repair or rebuild the Premises or the buildings on the Shopping Center, as the case may be or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the event causing the damage. If the casualty, repairing, or rebuilding shall render the Premises untenable, in whole or in part, a proportionate abatement of the Minimum Rent shall be allowed until the date Landlord completes the repairs or rebuilding. In

the event the Premises cannot reasonably be repaired or restored within two hundred forty (240) days after such casualty or within sixty (60) days after such casualty during the last year of the Term, then Tenant shall have the right to terminate this Lease, provided notice of intent to cancel is received by Landlord within sixty (60) days after such casualty.

XIV. ASSIGNING AND SUBLETTING

Tenant shall not sublet the Premises or any part thereof nor assign this Lease.

XV. EMINENT DOMAIN

In the event the Shopping Center or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriate proceedings or by any right of eminent domain, the entire compensation award thereof, including, but not limited to, all damages as compensation for diminution in value of the leasehold, reversion and fee, shall belong to Landlord, without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title, and interest to any such award. Tenant shall have the right to recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded to Tenant.

In the event of a taking under the power of eminent domain of (i) more than twenty-five percent (25%) of the Premises or (ii) a sufficient portion of the Shopping Center so that after such taking less than fifty percent (50%) of the leasable floor area within all buildings located on the Shopping Center (as constituted prior to such taking) are occupied by tenants, either Landlord or Tenant shall have the right to terminate this Lease by notice in writing given within ninety (90) days after the condemning authority takes possession, in which event all rents and other charges shall be prorated as of the date of such termination.

In the event of a taking of any portion of the Premises not resulting in a termination of this Lease, Landlord shall use so much of the proceeds of Landlord's award for the Premises as is required therefore to restore the Premises to a complete architectural unit and this Lease shall continue in effect with respect to the balance of the Premises, with a reduction of Minimum Rent in proportion to the portion of the Premises taken.

XVI. DEFAULT BY TENANT

If Tenant defaults in the payment of Minimum Rent or other charges and such payment is not made within five (5) days following Landlord's written notice that same is due, or if Tenant shall default in the performance of any other of Tenant's obligations hereunder and Tenant fails to remedy such default within twenty (20) days after written notice from Landlord (or such longer period if the remedy cannot be completed within said period provided Tenant has commenced to cure the default within the period and

diligently pursues same to completion), provided that in no event shall Landlord be obligated to provide Tenant with written notice of any default, monetary or otherwise, more than twice per calendar year, or if a receiver of any property of Tenant on the Premises is appointed, or Tenant's interest in the Premises is levied upon by legal process, or Tenant be adjudged bankrupt and Tenant fails within thirty (30) days to cause the vacation of such appointment, levy or adjudication, or if Tenant files a voluntary petition in bankruptcy, disposes of all or substantially all of its assets in bulk, or makes an assignment for the benefit of its creditors, then and in any such instance, without further notice to Tenant, Landlord shall have the right to exercise any and all rights or remedies available to Landlord at law, in equity or otherwise, arising from such default, including but not limited to the right to (i) terminate this Lease, or (ii) enter upon the Premises without terminating this Lease and relet the Premises in Landlord's name for the account of Tenant for the remainder of the term upon terms and conditions reasonably acceptable to Landlord and immediately recover from Tenant any deficiency for the balance of the term, plus expenses of reletting. In addition to the foregoing, any time after such default and the lapse of any applicable notice period, Landlord may make such payments in default or perform such act in default for the account and at the expense of Tenant, and all unpaid Minimum Rent or other charges which are not paid when due shall incur a late fee commencing on the fifth (5th) day following the payment due date of Five Percent (5%) of the amount due each month or part thereof, together with a penalty of Five Dollars (\$5.00) per day until paid. and all sums paid by Landlord in remedying Tenant's default in payment, including reasonable attorneys' fees, shall accrue interest at the annual rate of ten percent (10%) ("Interest Rate") which shall constitute additional rent under this Lease and shall be payable upon demand. Notwithstanding the foregoing, Landlord shall have no duty to mitigate the damages suffered by Landlord rising from the default by Tenant of any of its obligations under this Lease. If Tenant shall issue a check to Landlord which is dishonored by Tenant's depository bank and returned unpaid for any reason, including without limitation, due to insufficient funds in Tenant's checking account, Tenant shall pay to Landlord in addition to any other rights or remedies available to Landlord at law, the sum of Fifty Dollars (\$50.00) for the first (1st) such incident, One Hundred Dollars (\$100.00) for the second (2nd) and each succeeding incident for Landlord's administrative expense in connection therewith. After the second (2nd) such incident Landlord may require that all future payments be made by certified or guaranteed funds.

Tenant's failure to pay Rent, Additional Rent, or any other Lease costs when due under this Lease may cause Landlord to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges that may be imposed on Landlord by any ground lease, mortgage, or deed of trust encumbering the Shopping Center. Therefore, if Landlord does not receive the Rent, Additional Rent, or any other Lease costs in full on or before the first (1st) day of the month it becomes due, Tenant shall pay Landlord a late charge, which shall constitute liquidated damages, equal to Fifty Dollars (\$50.00) a day for each day rent is late after

the first of the month ("Late Charge"), which shall be paid to Landlord together with such Rent, Additional Rent, or other Lease costs then in arrears. The parties agree that such Late Charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment. Notwithstanding the foregoing, Tenant may be late once in each twelve (12) month period and for that one late payment the late charges shall not apply if, but only if, Tenant pays Landlord in full for that late payment within five (5) calendar days after notice from Landlord. All Late Charges and any returned check charges shall then become Additional Rent and shall be due and payable immediately along with such other Rent, Additional Rent, or other Lease costs then in arrears. Money paid by Tenant to Landlord shall be applied to Tenant's account in the following order: (i) to any unpaid Additional Rent, including, without limitation, Late Charges, returned check charges, legal fees and/or court costs legally chargeable to Tenant, and Common Area Maintenance Charges, and then (ii) to unpaid Minimum Rent. Nothing herein contained shall be construed so as to compel Landlord to accept any payment of Rent, Additional Rent, or other Lease costs in arrears or Late Charge or returned check charge should Landlord elect to apply its rights and remedies available under this Lease or at law or equity in the event of default hereunder by Tenant. Landlord's acceptance of Rent, Additional Rent, or other Lease costs in arrears or Late Charge or returned check charge pursuant to this clause shall not constitute a waiver of Landlord's rights and remedies available under this Lease or at law or equity.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

XVII. NOTICES

Any notice or consent required to be given by or on behalf of either party to the other shall be given in writing and mailed by certified mail, return receipt requested, or by overnight courier service which provides a receipt, at the addresses stated on Article I (A), Sections 17 and 18, of this Lease, or at such other address as may be specified, from time to time, by notice in the manner herein set forth. Notices shall be deemed given upon actual receipt or first rejection.

XVIII. SECURITY DEPOSIT

Tenant shall deposit with Landlord the amount set forth in Article I, Section 15, herein (the "Security Deposit"). The Security Deposit shall be held by Landlord, without liability for interest, as security for the timely performance by Tenant of all the terms of this Lease which are to be observed and performed by Tenant. Landlord shall not be obligated to hold the Security Deposit as a separate fund and may commingle the Security Deposit with other funds. If any sum payable by Tenant to Landlord shall be unpaid or if Landlord makes payments on behalf of Tenant, or performs any of Tenant's obligations under this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, apply the Security Deposit as may be necessary to compensate Landlord toward the payment of the sum

payable by tenant to Landlord for loss or damage sustained by Landlord due to such breach on the part of Tenant, and Tenant shall, upon demand, restore the security Deposit to the original sum deposited. If Tenant complies with all of the terms of this Lease, the Security Deposit shall be returned in full to Tenant at the expiration or termination of this Lease. In the event of bankruptcy or other debtor/creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of rent and other charges due Landlord for all periods prior to the filing of such proceedings. Landlord may deliver the security Deposit to the purchaser of Landlord's interest in the Premises in the event that such interest be sold, and thereupon Landlord shall be discharged from any further liability with respect to the Security Deposit and this provision shall also apply to any subsequent transferees.

XIX. MORTGAGE SUBORDINATION

This Lease, and Tenant's rights hereunder shall be subject and subordinate to the lien of any mortgages or deeds of trust or other similar instrument that may now exist or may hereafter be placed upon the Shopping Center and all renewals, replacements, and extensions thereof without further notice or action on the part of Landlord or Tenant. . Tenant agrees that, upon the request of Landlord, it shall execute and deliver such instruments (including but not limited to a Memorandum of Lease and/or a Subordination, Non-Disturbance and Attornment Agreement in recordable form) which may be required by Landlord's mortgagee or trustee to evidence such subordination, provided that any such subordination instrument shall contain a non-disturbance provision. Upon the execution of this Lease, and within thirty (30) days after the request for same by Tenant, at any time during the Term, Landlord shall use reasonable good faith efforts to obtain for Tenant a subordination and non-disturbance agreement executed by any applicable Mortgagee, provided that Tenant bears all reasonable costs associated with obtaining the same and Landlord's inability to obtain the same shall not be deemed a default hereunder.

XX. ESTOPPEL CERTIFICATES

At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute and deliver to Landlord, for the benefit of such persons as Landlord names in such request, a statement in writing certifying to such of the following information as Landlord shall request: (i) that this Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) the dates to which the Minimum Rent and other charges hereunder have been paid, and the amount of any security deposited with Landlord; (iii) that the Premises have been completed on or before the date of such letter and that all conditions precedent to the Lease taking effect have been carried out; (iv) that Tenant has accepted possession, that the Lease term has commenced, that Tenant is occupying the Premises, that Tenant knows of no default under the Lease by Landlord and that there are no defaults or offsets which Tenant has against enforcement

of this Lease by Landlord; (v) the actual commencement date of the Lease and the expiration date of the Lease; and (vi) that Tenant's store is open for business, provided such facts are true and ascertainable. Failure of Tenant to object within 15 days shall be deemed an approval and all parties may rely thereon without penalty.

XXI. QUIET ENJOYMENT

Landlord warrants and represents to Tenant that as of the date of this Lease Landlord is the fee owner of or has control over the Shopping Center. Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Premises without any hindrance from Landlord or any person or persons lawfully claiming the Premises.

XXII. LIABILITY OF LANDLORD

Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that if Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title, and interest of Landlord in the Shopping Center, as the same may then be encumbered, and neither Landlord nor any of its officers or shareholders shall be liable for any deficiency. It is understood that in no event shall Tenant have any right to levy execution against any property of Landlord other than its interest in the Shopping Center as hereinbefore expressly provided. In the event of the sale or other transfer of Landlord's right, title and interest in the Premises or the Shopping Center, Landlord shall be released from all liability and obligations under this Lease.

XXIII. MISCELLANEOUS PROVISIONS

A. **Accord and Satisfaction.** No payment by Tenant, or anyone occupying the Premises by, through or under Tenant, or receipt by Landlord of a lesser amount than the rents stated herein shall be deemed to be other than on behalf of Tenant and on account of the next due rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

B. **Waiver.** No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either of the parties hereto shall be considered to imply or

constitute a further waiver by such party of the same or any other condition, covenant or remedy. No waiver by Landlord with respect to one or more tenants or occupants of the Shopping Center shall constitute a waiver in favor of any other tenant, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant.

C. Broker's Commission. Tenant warrants that, except for any amounts due to n/a as Agent of the Tenant, there are no claims for broker's commissions or finder's fees in connection with its execution of this Lease arising by or through the actions of Tenant, and Tenant agrees to indemnify and save Landlord harmless from any liability that may arise from such claims, including reasonable attorney's fees.

D. No Partnership. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

E. Lease Inures to the Benefit of Assignees. This Lease and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns respectively, of the parties hereto, provided, however, that no assignment by, from, through, or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatever.

F. Entire Agreement. This Lease and the exhibits attached hereto set forth the entire agreement between Landlord and Tenant, and all prior promises and agreements, oral or written, between them are merged into this Lease. No amendment to this Lease shall be binding upon Landlord or Tenant unless in writing.

G. Abandonment, Surrender and Holding Over. Tenant shall deliver up and surrender to Landlord possession of the Premises upon the expiration of the Lease Term, or its prior termination for any reason, in as good condition and repair as the same shall be at the commencement of said term (damage by fire and other perils covered by standard fire and extended coverage insurance and ordinary wear and decay only excepted). At the time Tenant shall deliver and surrender possession of the Premises to Landlord, Tenant shall provide Landlord with a written statement from an HVAC contractor reasonably acceptable to Landlord who shall certify that the HVAC system servicing the Premises has been properly maintained and is in good working order. In the event Tenant shall fail to provide such statement to Landlord, Landlord shall have the right, but not the obligation to retain an HVAC contractor of Landlord's choosing who shall inspect the HVAC system servicing the Premises and report to Landlord as to the condition of said HVAC system. If such report discloses the need for repair or maintenance, Landlord shall have the right, but not the obligation, to cause such repairs or maintenance. Tenant shall

reimburse Landlord for all costs and expenses so incurred by Landlord in performing the inspection, maintenance and/or repairs plus an additional ten percent (10%) of such cost for and as Landlord's overhead. If Tenant remains in possession of the Premises after any termination of this Lease, no tenancy or interest in the Premises shall result, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction, and Tenant shall upon demand pay to Landlord, as liquidated damages, a sum equal to two hundred percent (200%) of the Minimum Rent payable during the calendar month immediately preceding the expiration or earlier termination of this Lease for any period during which Tenant shall hold the Premises after the stipulated term of this Lease shall expire or may have terminated. If Tenant vacates the Premises prior to the scheduled expiration of the Lease Term, Tenant shall be in default of this Lease, and if Tenant has not re-entered the Premises and resumed the operation of the business set forth in Article IX, Section B, of this Lease for a period of thirty (30) consecutive days, Tenant shall be deemed to have abandoned the Premises, and Landlord shall have the right, but not the obligation, to take sole possession of the Premises on or after the tenth (10th) day following the expiration of said thirty (30) day period and Landlord may relet said Premises in accordance with the terms in Article XVI hereof.

H. No Option. The submission of this Lease by Landlord for review by Tenant does not constitute a reservation of or option for the Premises, and shall vest no right in Tenant. This Lease becomes effective as a Lease only upon execution and delivery thereof by the parties hereto.

I. Additional Rent. Any amounts to be paid by Tenant to Landlord pursuant to the provisions of this Lease, whether such payments are periodic or recurring, shall be deemed to be "Additional Rent" and otherwise subject to all provisions of this Lease and of law as to the default in the payment of rent.

J. Power of Attorney. In the event Tenant fails to deliver any documents required to be delivered to Landlord under the terms of Articles XIX and XX of this Lease within twenty (20) days after Landlord's written request, Tenant does hereby make, constitute, and irrevocably appoint Landlord as its attorney-in-fact and in its place and stead to do so.

K. Financial Statements. Tenant shall, within ten (10) days after receipt of a written request from Landlord, furnish to Landlord (but no more often than once per calendar year, except in connection with the sale or financing of the Shopping Center) furnish to Landlord Tenant's current financial statement and such other financial information as Landlord may request. Landlord covenants that the financial information provided by Tenant shall be treated as confidential, except that Landlord may disclose such information to any prospective purchaser, prospective or existing lender or prospective or existing ground or underlying lessor upon the condition that the prospective purchaser, prospective or existing lender or

underlying lessor shall also covenant to treat such information as confidential.

L. Severability. In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein, and the balance of this Lease shall continue in effect in accordance with its terms.

M. Option to Renew. Provided this Lease is in full force and effect and Tenant is not in default under any of the terms and provisions herein contained, Landlord hereby grants to Tenant the option to renew this Lease for the periods set forth in Article I, Section 16, commencing on the day following the expiration of the original term. Any such Renewal Term shall be upon all the terms and conditions as the original Lease Term except for any terms or conditions which, either expressly or by their nature apply only to the initial term. The foregoing option to renew shall be exercised by written notice to Landlord given not less than the period set forth in Article I, Section 16, above prior to the expiration of the original term of this Lease, or any renewal thereof.

N. Net Rent. It is the intention of Landlord and Tenant that the rent herein specified shall be net to Landlord in each year of the term hereof, and that all costs, expenses and obligations relating to the Premises (except as herein specifically provided) shall be paid by Tenant.

O. Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one document.

P. Consents. With respect to any provision of this Lease which provides or infers, in effect, that Landlord shall not unreasonably withhold or unreasonably delay its consent or approval, Tenant, in no event, shall be entitled to make, nor shall Tenant make, any claim against Landlord for money damages, and Tenant hereby waives any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval, but Tenant's sole remedy shall be an action or proceeding to enforce any such provision of this Lease, or for specific performance, injunction or declaratory judgment.

Q. Force Majeure. In the event Landlord or Tenant is prevented or delayed in the performance of any improvement or repair or fulfilling any other obligation required under this Lease due to delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, acts of God, governmental prohibitions or regulation, inability or difficulty to obtain materials or other causes beyond the performing party's reasonable control, the performing party shall, within five (5) days of the event causing such delay, provide written notice to the other party of the event causing the delay and the anticipated period of delay, and the period of such delay shall be added to the time for performance thereof. The performing party shall

have no liability by reason of such permitted delays. In the event the performing party fails to provide notice to the other party of the force majeure delay within such five (5) day period, the performing party shall not be excused from the timely performance of such obligation regardless of the cause.

R. Joint and Several Liability. In the event Tenant shall be comprised of more than one (1) individual or business entity, each such individual or business entity comprising Tenant shall be jointly and severally liable for each and every obligation of Tenant under the terms of this Lease.

S. Right to Relocate. As a material inducement for Landlord to enter into this Lease with Tenant, Landlord shall, throughout the Term of this Lease and any renewals thereof, have the right at Landlord's expense to relocate Tenant to other premises ("New Premises") within the Shopping Center. In the event Landlord elects to exercise the right of relocation, Landlord shall deliver written notice to Tenant identifying the location of the proposed New Premises ("Landlord's Notice"). In the event Tenant shall not agree to the New Premises proposed by Landlord, Tenant shall have the right to terminate this Lease within ten (10) days after the date of Landlord's Notice by delivering written notice to Landlord of its election to terminate, in which event this Lease and the obligations of the parties shall terminate as of the date which is twenty (20) days after the date of such notice (the "Termination Date"), provided Tenant pays to Landlord all sums and charges due and owing by Tenant to Landlord through and including the Termination Date. Any sum that cannot be exactly determined by Landlord as of the Termination Date shall be paid by Tenant to Landlord within thirty (30) days after Tenant's receipt of a statement therefor. The foregoing obligation shall survive termination of this Lease. If Tenant shall not terminate this Lease within the ten (10) day period set forth above, Tenant shall be deemed to have waived its right to terminate this Lease pursuant to this paragraph, and Tenant shall relocate to the New Premises.

T. Payment Under Protest. All rent and other amounts payable hereunder shall be payable without demand, offset or deduction. If at any time a dispute shall arise as to any amount or sum of money to be paid by Tenant to Landlord under the provisions hereof, Tenant shall make such payment "under protest" and under no circumstances shall Tenant be entitled to withhold any payment due hereunder. If Tenant makes a payment "under protest" and it is subsequently determined that Tenant was not obligated to pay all or a portion of an amount paid "under protest," Landlord shall refund to Tenant the portion of the payment made "under protest" which Tenant was not obligated to pay, along with interest thereon from the date of payment by Tenant to Landlord at the Interest Rate.

U. Waiver of Trial by Jury. To the extent permitted by applicable law, Landlord and Tenant waive all right to trial by jury in any claims, action, proceeding or counterclaim by either Landlord or Tenant against each other or in any matter arising out of or in any way connected with this lease, the relationship of Landlord

or Tenant or Tenant's use or occupancy of the Premises.

V. Memorandum of Lease. The parties agree not to record this Lease, but upon the request of either party, the other party shall execute a memorandum or short-form of this Lease in recordable form and in form reasonably acceptable to each of the parties, which memorandum or short-form shall be recorded by and at the cost of the requesting party.

W. Attorneys' Fees. If either party brings an action against the other to enforce or interpret the terms of this Lease or otherwise arising out of this Lease, the prevailing party in such action shall be entitled to its costs of suit and reasonable attorney's and other professional fees.

XXIV. HAZARDOUS SUBSTANCES

A. For purposes of this Article XXV, "Hazardous Substance" means any matter giving rise to liability under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, U.S.C. Section 9601 et seq. (including the so-called "Superfund" amendments thereto), any other applicable federal, state or local statute, law, ordinance, rule or regulation governing or pertaining to any hazardous substances, hazardous wastes, chemicals or other materials, including, without limitation, asbestos, polychlorinated biphenyls, radon, petroleum, toxic mold and any derivative thereof or any common law theory based on nuisance or strict liability (all of the foregoing statutes, laws, ordinances, rules, regulations and common law theories being sometimes hereinafter collectively referred to as "Envlaws").

B. Tenant shall not allow any Hazardous Substance to be located on the Premises and shall not conduct or authorize the use, generation, transportation, storage, treatment or disposal at the Premises or the Shopping Center of any Hazardous Substance or other than in quantities incidental to the conduct of the Permitted Use and in compliance with Envlaws; provided, however, nothing herein contained shall permit Tenant to allow any so-called "acutely hazardous," "ultra-hazardous," "imminently hazardous chemical substance or mixture" or comparable Hazardous Substance to be located on or about the Premises or the Shopping Center. Tenant shall cooperate with Landlord and permit Landlord and all governmental authorities having jurisdiction reasonable access to the Premises for purposes of operating, inspecting, maintaining and monitoring any environmental controls, equipment, barriers and/or systems required by applicable Envlaws.

C. If the presence, release, threat of release, placement on or in the Premises or the generation, transportation, storage, treatment or disposal at the Premises of any Hazardous Substance as a result of Tenant's use or occupancy of the Premises (i) gives rise to liability (including, but not limited to, a response action, remedial

action or removal action) under Envlaws; (ii) causes a significant public health effect; or (iii) pollutes or threatens to pollute the environment, Tenant shall promptly take any and all remedial and removal action necessary to clean up the Premises and/or the Shopping Center and mitigate exposure to liability arising from the Hazardous Substance, whether or not required by law.

D. Tenant agrees to indemnify, defend and hold harmless Landlord from and against all damages, costs, losses, expenses (including, without limitation, actual attorneys' fees and engineering fees) arising from or attributable to (i) the existence of any Hazardous Substance at the Premises and/or the Shopping Center as a result of Tenant's use and occupancy of the Premises and (ii) any breach by Tenant of any of its covenants contained in this Article XXIII.

E. The foregoing obligations of Tenant shall survive the termination or expiration of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed, in triplicate, as of the date and year first above written.

LANDLORD:
KABUL V CENTER COMMERCIAL
PROPERTIES, L.L.C.

DocuSigned by:
By: Hamid Mangal
824PBD2D79FB443...
Hamid Mangal - Member

TENANT:
490 JAI GANESHA LLC

DocuSigned by:
By: Krunal Patel
AFC5B08526574A3...
Krunal Patel

SCHEDULE A

Rent Schedule

<u>Years</u>	<u>Annually</u>	<u>Monthly</u>
1-5	\$72,000.00	\$6,000.00

Option: Years 6-10 will have a rental increase of 2% (two percent) plus CPI.

CPI: Consumer Price Index, published by the Bureau of labor and Statistics of the United States Department of labor for all Urban Consumers, US City Average, all items, not seasonally adjusted base period 1982-84=100 (CPI-U) indicator and shall be determined by dividing the CPI-U indicator published three (3) months prior to the annual renewal month, and multiplying the result number by the annual lease rental amount of the most recent rent.

Right of First Offer to Purchase: If Landlord intends to sell the Property during the Lease Term, and provided no event of default then exists, Tenant shall have a right of first offer to purchase the Property ("Tenant's Right of First offer to Purchase") on the terms and conditions at which Landlord proposes to sell the Property to a third party. Landlord shall give Tenant written notice of its intent to sell and shall indicate the terms and conditions (including the sale price) upon which landlord intends to sell the Property to a third party. Tenant shall thereafter have thirty (30) days to elect in writing to purchase the Property and execute a Purchase and Sale Agreement with in the notice provided by Landlord to Tenant; provided that prior to the execution of a binding purchase and sale agreement, Landlord shall retain the right to elect not to sell the Property. If Tenant does not elect to purchase the Property, then landlord shall be free to sell the Property to a third party. However, if the price at which Landlord intends to sell the Property to a third party is less than 95% of the price set forth in the notice provided by Landlord to Tenant, then Landlord shall again offer Tenant the right to acquire the Property upon the same terms and conditions, provided that Tenant shall have only thirty (30) days thereafter to complete the acquisition at such price, terms, and conditions.

Exhibit A
Site Plan

To Be Supplied

Exhibit B
Legal Description

Lot 1A of the Resubdivision of CREST AIRE PLAT 6, according to the plat thereof recorded in Plat Book 307 Pages 35 & 36 of the St. Louis Country Records.

Exhibit D
Kabul V Center
Prohibited and Exclusive Uses

No portion of the Premises shall be used for the following purposes:

Amusement park
Disco
Night club
Dance hall
Manufacturing facility (except an incidental portion of a retail use)
Factory use
Industrial use
Processing or rendering plant
Facility used for sale of cars, trailers or mobile homes
Erotic Massage parlor
Carnival
Off track betting operation (except lottery ticket sales)
Pornographic material sales or rentals store
Bar
Tavern
Lounge
Flea market
Bowling alley
Meeting hall
Sporting event
Sports facility (except for a store, the primary business of which is sale of sporting goods at retail)
Auditorium
Place of public assembly
Classroom use (including a diet center)
Warehouse
Billiard parlor
Amusement center
A use prohibited by municipal zoning code
A game arcade
A Health spa
A beauty school, barber college, reading room, place of instruction or any other operation serving primarily students or trainees
A children's recreational, education or day care facility
A head shop or other establishment which sells drug paraphernalia
A car wash
A tattoo parlor

A gun shop or gun range except incidental to a full line sporting goods store or sporting goods department

An abortion clinic

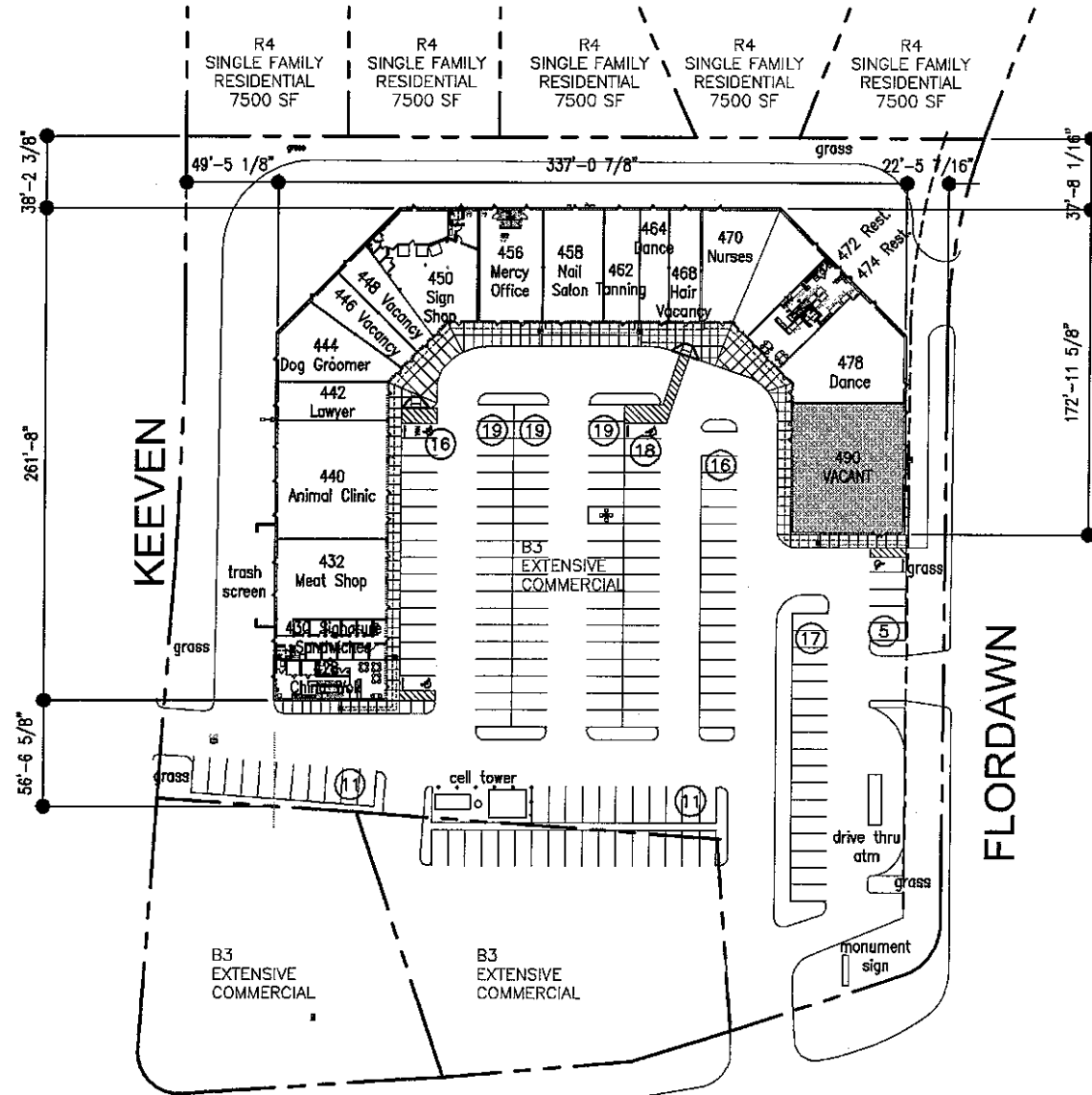
Except for Building "A," a karate, tae kwon do academy

Any activity that constitutes a nuisance such as loud noises or the emission of noxious odors

Medical Marijuana, Cannabis dispensary

Any activity that violates the exclusive use rights given to any other existing tenant of the Center. Tenant's permitted use as set forth in the lease is not in violation of an existing exclusive.

Exclusives not to be violated so long as protected Tenant is in the Center



HOWDERSHELL

LOT AREA: 3.72 AC

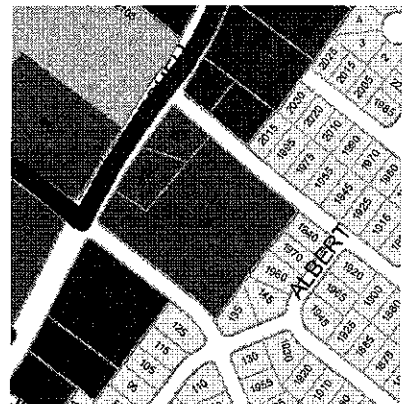
TOTAL PROVIDED
PARKING - 151 P.S.



SITEPLAN

SCALE: NOT TO SCALE

DATE: 09.20.2023



ZONING MAP / LEGEND

SCALE: NOT TO SCALE

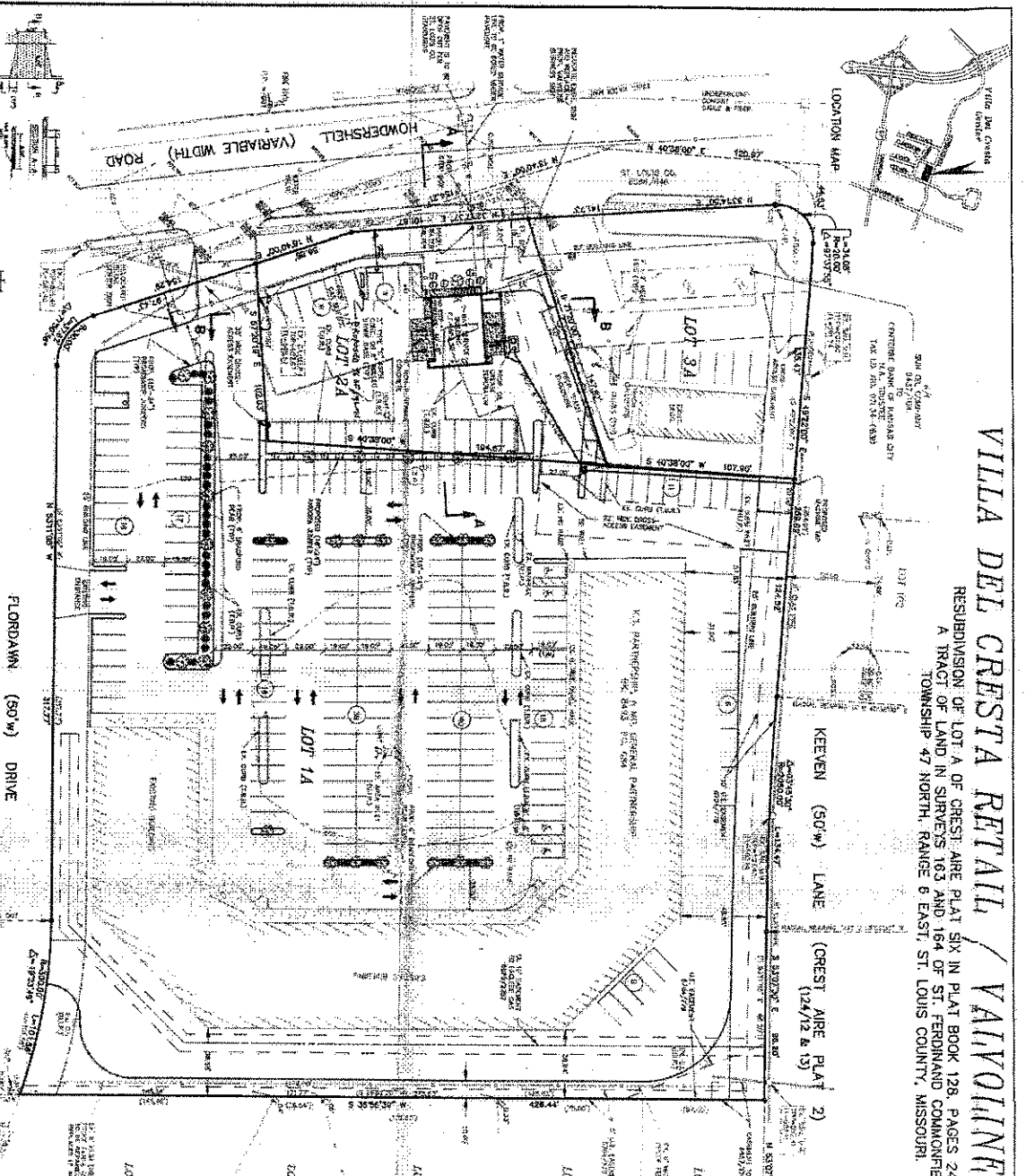
VILLA DEL CRESTA RETAIL / VALVOLINE INSTANT OIL

RESUBDIVISION OF LOT A OF CRESTA AIRE PLAT SIX IN PLAT BOOK 128, PAGES 24 AND 25, A TRACT OF LAND IN SURVEY'S 163 AND 164 OF ST. FERDINAND COMMONFIELDS, TOWNSHIP 47 NORTH, RANGE 6 EAST, ST. LOUIS COUNTY, MISSOURI.

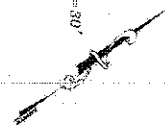
KEEVEN (50' W) LANE (CREST AIRE PLAT 2) (124/12 & 13)

FLORDANN (50' W) DRIVE

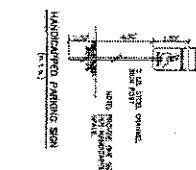
ALBERT (50' W) DRIVE



SCALE: 1" = 50'



PREPARED FOR:
VALVOLINE INSTANT OIL CHANGE, INC.
P.O. BOX 14848
LEXINGTON, KY 40512



PERMITS DATA

SPRINGING EXHIBIT	NO. 1
LOT 1A	NO. 1
LOT 2A	NO. 1
LOT 3A	NO. 1
PLANNING	NO. 1
ENGINEERING	NO. 1
CONSTRUCTION	NO. 1

NOTES:

- SEE SHEET NO. 1 FOR GENERAL NOTES.
- SEE SHEET NO. 2 FOR GENERAL NOTES.
- SEE SHEET NO. 3 FOR GENERAL NOTES.
- SEE SHEET NO. 4 FOR GENERAL NOTES.
- SEE SHEET NO. 5 FOR GENERAL NOTES.
- SEE SHEET NO. 6 FOR GENERAL NOTES.
- SEE SHEET NO. 7 FOR GENERAL NOTES.
- SEE SHEET NO. 8 FOR GENERAL NOTES.
- SEE SHEET NO. 9 FOR GENERAL NOTES.
- SEE SHEET NO. 10 FOR GENERAL NOTES.

STOCK & ASSOCIATES
CONSULTING ENGINEERS, INC.
SITE DEVELOPMENT PLAN
VALVOLINE INSTANT OIL CHANGE
SEP 23 1981

APPROVED SITE DEVELOPMENT PLAN
SEP 23 1981

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

NO. 6

NO. 7

NO. 8

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NO. 100

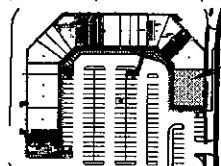
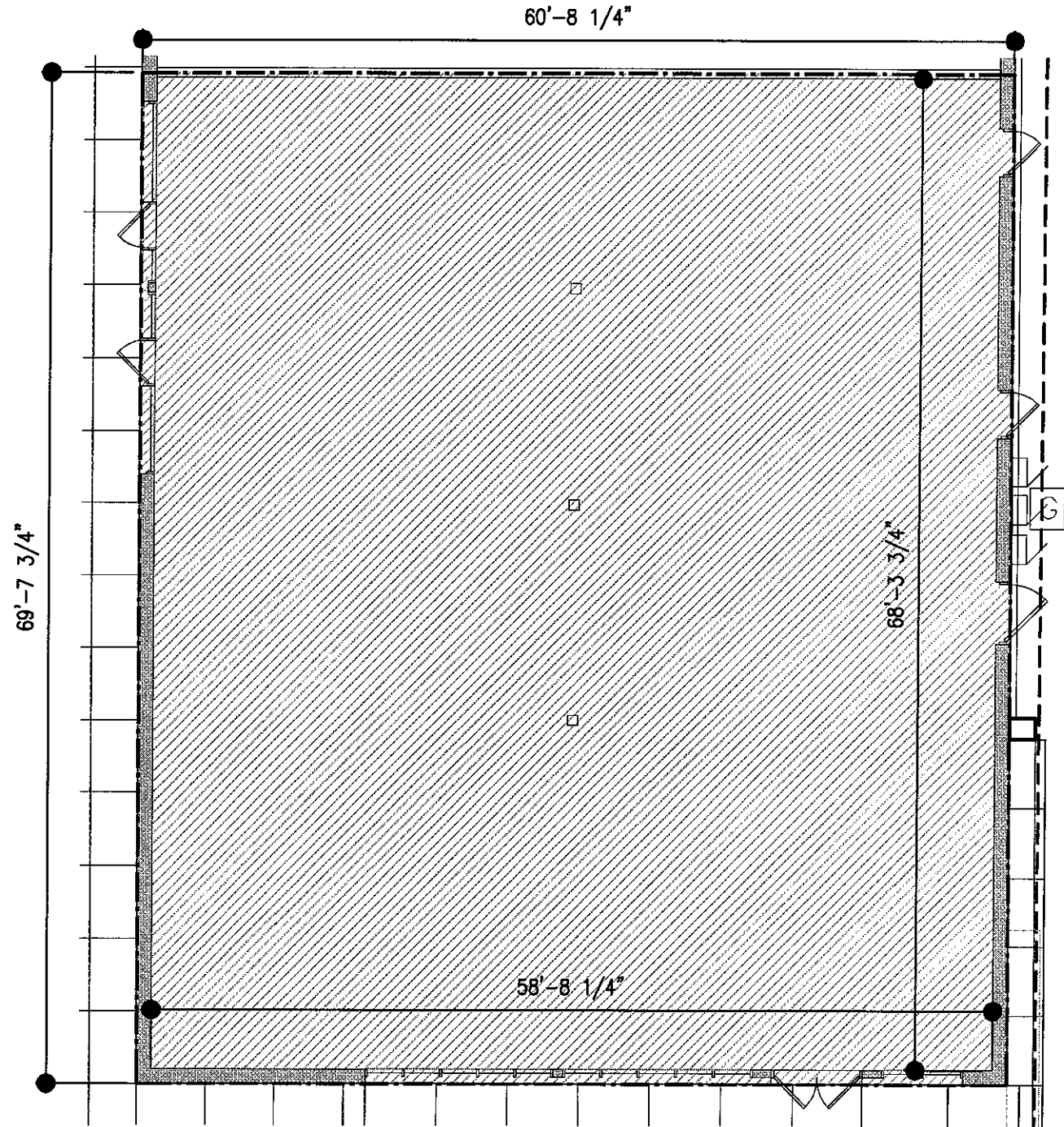


130 e. Jefferson Ste. 200
Kirkwood, MO 63122
314.394.1606 314.394.1609 f.
www.YourIdeaArchitects.com

Certificate of Authority
2011006331

Villa Del Cresta

428 Howdershell Rd. Florissant, MO
63031



SUBJECT
TENANT



BUILDING KEY
NOT TO SCALE

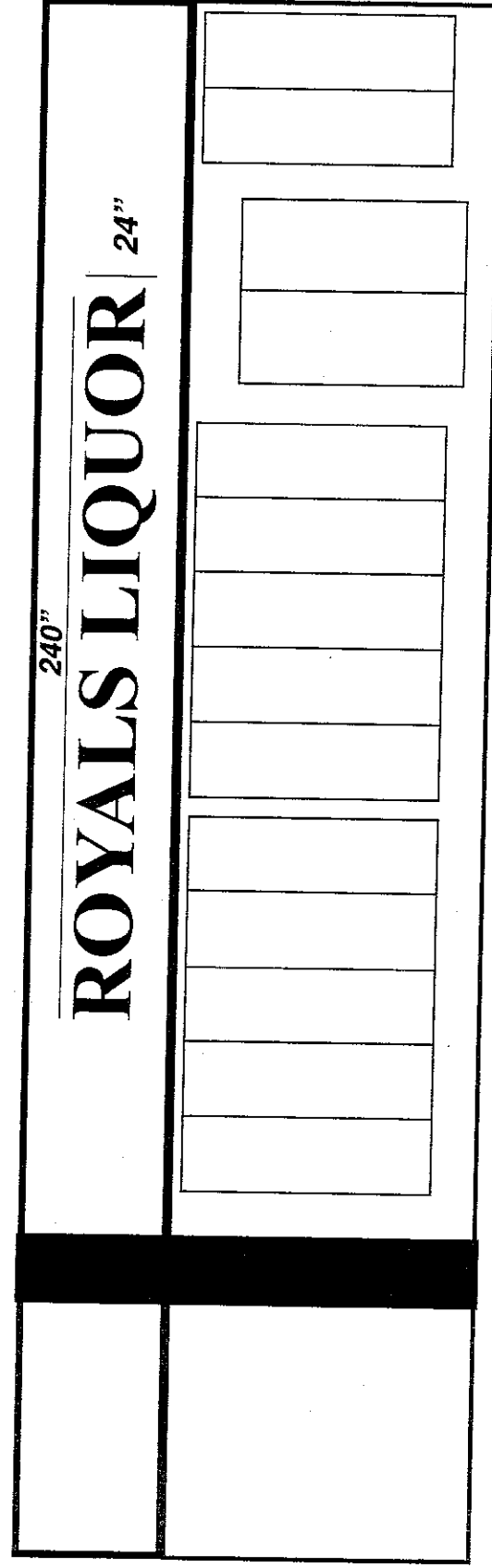
MKT

SUITE 490

SCALE: 3/32"=1'-0"

DATE: 09.20.2023

50'



FACE REPLACEMENT ONLY

STORE FRONT: 50' X 15' = 750 SQFT

SIGN : 24" X 240" = 40 SQFT



Agenda Request Form

For Administration Use Only:

Meeting Date: 10/2/2023

Open Closed

Report No. 25/2023

Date Submitted:

To: City Council

Title: Request to amend a Special Use No. 8376 issued to Shade Restaruant & Bar LLC d/b/a 1219 Restaurant and Lounge located at 1752-1759 N. New Florissant Road to allow for a change in hours of operation, in a 'B-3' Extensive Business District. (Planning and Zoning commission recommended denial on 10-2-2023)

Prepared by: Administrator

Department: Public Works

Justification:

Please see attachments

Attachments:

1. Shade/Twelve 19 PH Notice
2. Staff Report
3. Application
4. Ordinance 8824
5. Floor Plan
6. Site Plan

CITY OF FLORISSANT

Public Hearing



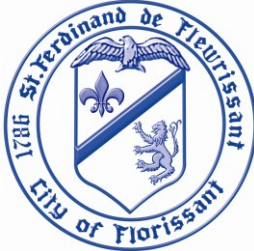
In accordance with 405.125 of the Florissant Zoning Code a Public Hearing will be held by the City Council of Florissant, MO. in the Council Chambers, 955 rue St. Francois, on Monday, October 23, 2023 at 7:00 p.m. on the following proposition:

To amend the Special Use Permit to allow to change the hours of operation in an existing ‘B-3’ Extensive Business District for the property located at 1752-1756 N New Florissant (Twelve 19 Restaurant & Lounge). Citizens will have an opportunity to be heard. Anyone with special needs should contact the City Clerk at least 5 days before said public hearing by calling 839-7630 or email kgoodwin@florissantmo.com.

CITY OF FLORISSANT, Karen Goodwin, MMC City Clerk

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MEMORANDUM



CITY OF FLORISSANT- Building Division

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

To: Planning and Zoning Commissioners Date: September 27, 2023
From: Todd Hughes, P.E., Director Public Works c: Deputy City Clerk
Applicant
File

Subject: **1752-1756 N. New Florissant Rd (Shade Restaurant/Bar) Request**
Recommended Approval to amend a Special Use (Ord. No. 8376) to allow
for adding a Nightclub Use, with Live Performances and a cover charge,
in a 'B-3' Extensive Business District.

STAFF REPORT
CASE NUMBER PZ-100223-1

I. PROJECT DESCRIPTION:

This is a request for **recommended approval** to amend a Special Use Permit, to alter closing time to 12:00 Midnight in Ord. No 8824, at Restaurant/Bar at **1752-1756 N New Florissant**, in a 'B-3' Extensive Business District.

II. EXISTING SITE CONDITIONS:

The existing property at **1752-1756 N. New Florissant Rd** is a property which is a 3.5 acre site with a shopping center in a 'B-3' Extensive Business District.

The subject property is currently 2754 s.f. in the shopping center which is about 25,883 s.f. and the proposal is to allow for live performances on the existing stage with a cover charge. There is a drawing attached G-1 which shows the boundary limits and existing property.

The existing building was built in 1974 per County record, that currently houses other Uses.

III. SURROUNDING PROPERTIES:

41 The property to the West is Freddy’s at 1955 N Highway 67 in a ‘B-5’ District. The
42 property to the north is a vacant property at 1800 N New Florissant adjacent to
43 apartments zoned ‘R-6’. The creek along the East has an address of 2063 N Highway 67
44 for the common ground there.

45

46 **IV. STAFF ANALYSIS:**

47 The establishment was originally known as Five Aces under Ord. No. 8376 and was
48 transferred to Highway 67 BBQ under Ord. No. 8407, expanded to include 1756 N New
49 Florissant under Ord. No. 8517 , transferred to Shade under Ord. No. 8603 and
50 transferred to Shade Restaurant and Bar, LLC. Under ordinance number 8824, all
51 attached.

52

53 The current Use permitted is a Restaurant/Bar, hours are dictated by liquor license
54 regulations: https://atc.dps.mo.gov/licensing/faqs_alcohol.php

55 *6:00 am to 1:30 am Monday through Saturday;*

56 *9:00 am to midnight on Sundays (requires a Sunday license in most cases);*

57 *Most licensees must abide by these hours. There are some special license types that allow different*
58 *operating hours.*

59 And stipulations of the transfer ordinance to close no later than 10PM.

60

61 **III. STAFF RECOMENDATIONS:**

62

63 **Suggested Motion:**

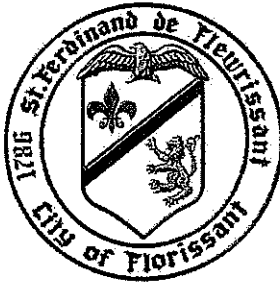
64 I move for Recommended Approval to amend a Special Use Ord. No. 8603, to allow for
65 the alteration of the closing time to no later than 12 Midnight, located at **1752-1756 N. New**
66 **Florissant Rd (Shade Restaurant/Bar)** in a ‘B-3’ Extensive Business District and subject
67 to all other restrictions set forth by prior Special use ordinances

68

69

(End of report and suggested motion)

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



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

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

PLANNING & ZONING ACTION

Council Ward _____ Zoning _____

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

SPECIAL PERMIT FOR Exstended Business hours of operation

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

AMEND SPECIAL PERMIT # 8824 TO ALLOW FOR closing time adjustment 12:00 Am
ordinance # Statement of what the amendment is for.

LOCATION 1752-1756 N. New Florissant, Florissant MO 63033
Address of property.

1) Comes Now Leslie West Twelve 19 Restaurant & Lounge
Enter name of petitioner. If a corporation, state as such. If applicable include DBA (Doing Business As)

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

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

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

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

REQUIRED INFORMATION

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

1) Type of Operation:
Individual Partnership _____ Corporation _____

(a) If an individual:

- (1) Name and Address Shade Restaurant & Bar, LLC
- (2) Telephone Number 314-274-8600
- (3) Business Address 1754 N. New Florissant
- (4) Date started in business 06/01/2022
- (5) Name in which business is operated if different from (1) Twelve 19 Restaurant & Lounge
- (6) If operating under a fictitious name, provide the name and date registered with the State of Missouri, and a copy of the registration.

(b) If a partnership:

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

(c) If a corporation:

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

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

Name Walspert Properties

Address 12295 Olive Blvd St

Property Owner Nirav Patel

Location of property 1752-1756 N. New Florissant, Florissant MO 63033

Dimensions of property _____

Property is presently zoned _____ Requests Rezoning To _____

Proposed Use of Property Restaurant

Type of Sign _____ Height _____

Type of Construction _____ Number Of Stories _____

Square Footage of Building 3608 Number of Curb Cuts _____

Number of Parking Spaces _____ Sidewalk Length _____

Landscaping: No. of Trees _____ Diameter _____

No. of Shrubs _____ Size _____

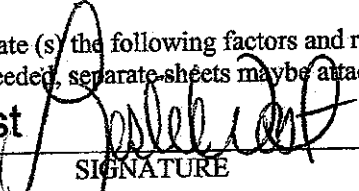
Fence: Type _____ Length _____ Height _____

PLEASE SUBMIT THE FOLLOWING INFORMATION ON PLANS OR DRAWINGS:

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

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

7) The petitioner (s) state (s) the following factors and reason to justify the permit:
 (If more space is needed, separate sheets may be attached)

Leslie West  / Info@Twelve19restaurant.com 314-780-4890
 PRINT NAME SIGNATURE email and phone

FOR **Twelve 19 Restaurant & Lounge**
 (company, corporation, partnership)

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

8) I (we) hereby certify that, as applicant (circle one of the following):

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

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

PRESENTOR SIGNATURE _____
 ADDRESS **1752 N. New Florissant, Florissant MO 63033**
 STREET CITY STATE ZIP CODE
 TELEPHONE / EMAIL **314-874-8600**
 BUSINESS

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


 Signature of Petitioner authorizing an agent

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

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

PROVIDE LEGAL DESCRIPTION OF PROPERTY PERTAINING TO THIS PETITION

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


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

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

OFFICE USE ONLY

Date Application reviewed _____

STAFF REMARKS: _____



Building Commissioner or Staff Signature

1 INTRODUCED BY COUNCILMAN SIAM
2 JUNE 27, 2022

3
4 SUBSTITUTE BILL NO. 9793

ORDINANCE NO.

8824

5

6 **ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE**
7 **PERMIT NO. 8603 FROM SHADE PARTNERS, LLC TO SHADE**
8 **RESTAURANT & BAR, LLC FOR THE LOCATION OF A**
9 **RESTAURANT AND BAR LOCATED AT 1752-1756 N. NEW**
10 **FLORISSANT ROAD.**

11

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

15 WHEREAS Five Aces Bar-v-que was issued Special Use Permit no. 8376 for the
16 operation of a restaurant located at 1752-1754 N. New Florissant Road; and

17 WHEREAS ordinance no. 8376 was subsequently transferred by ordinance no. 8407 to
18 CA44 LLC d/b/a Highway 67 BBQ for the operation of a restaurant; and

19 WHEREAS ordinance no. 8704 was transferred by ordinance no. 8603 to Shade Partners,
20 LLC d/b/a Shade Restaurant and Bar; and

21 WHEREAS Shade Restaurant & Bar LLC has filed an application to transfer Special use
22 Permit no. 8603 authorizing the location and operation of a restaurant located at 1752-1756 N.
23 New Florissant Road to its name; and

24 WHEREAS, the City Council of the City of Florissant determined at its meeting on June
25 27, 2022 that the business would be operated in substantially identical fashion as set out herein;
26 and

27 WHEREAS, Shade Restaurant and Bar, LLC has accepted the terms and conditions as
28 they apply to a special use permit for a restaurant.

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

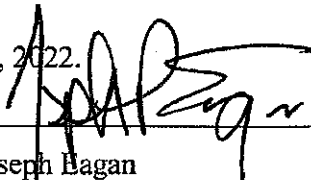
31 Section 1: Special Use Permit no. 8603 is hereby transferred from Shade Partners, LLC
32 to Shade Restaurant & Bar, LLC for the location of a restaurant and bar located at 1752-1756
33 N. New Florissant Road subject to the following conditions:

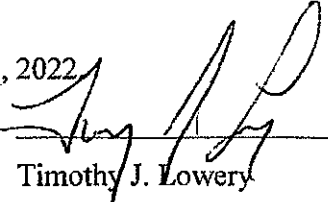
- 34 a. Full compliance with any and all conditions set forth in Special Use Permit
- 35 8603; and
- 36 b. There shall be no tinting of the windows or obstruction preventing clear sight
- 37 into the business from the parking lot or sidewalk; and
- 38 c. A security camera shall be installed to record activities indoor and outdoor, and
- 39 the video footage shall be available to the police department within 24 hours of
- 40 the request and shall be retained for a minimum of 10 days; and
- 41 d. Screening and roof be provided for the smoker at the rear of the building; and
- 42 e. The business shall be closed no later than 10 pm.


43 Section 2: The Special Use Permit herein authorized shall terminate if the said business
 44 ceases operation for a period of more than one hundred and eighty (180) days.

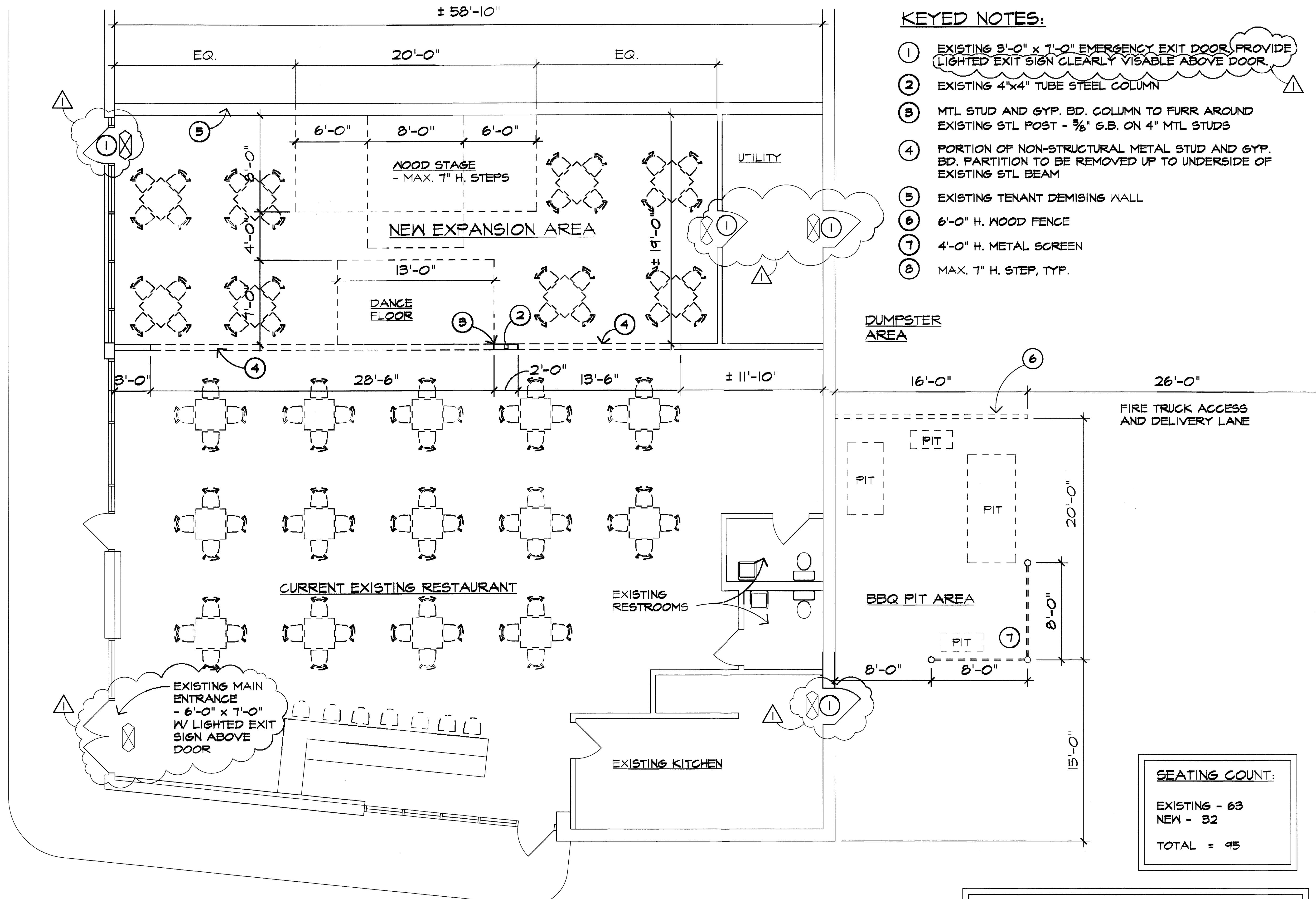
45 Section 3. The Special Use Permit authorized herein will be revoked if the applicant fails
 46 to comply with the conditions set forth herein or violates any State Statutes or ordinances of the
 47 City of Florissant.

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

50
 51 Adopted this 21 day of Sept, 2022.
 52 
 53 _____
 54 Joseph Eagan
 55 Council President

56 Approved this 26 day of Sept, 2022.
 57 
 58 _____
 59 Timothy J. Lowery
 60 Mayor, City of Florissant

60 ATTEST:
 61 
 62 _____
 63 Karen Goodwin, MPPA/MMC/MRCC
 City Clerk



- KEYED NOTES:**
- ① EXISTING 3'-0" x 7'-0" EMERGENCY EXIT DOOR, PROVIDE LIGHTED EXIT SIGN CLEARLY VISABLE ABOVE DOOR.
 - ② EXISTING 4"x4" TUBE STEEL COLUMN
 - ③ MTL STUD AND GYP. BD. COLUMN TO FURR AROUND EXISTING STL POST - 5/8" G.B. ON 4" MTL STUDS
 - ④ PORTION OF NON-STRUCTURAL METAL STUD AND GYP. BD. PARTITION TO BE REMOVED UP TO UNDERSIDE OF EXISTING STL BEAM
 - ⑤ EXISTING TENANT DEMISING WALL
 - ⑥ 6'-0" H. WOOD FENCE
 - ⑦ 4'-0" H. METAL SCREEN
 - ⑧ MAX. 7" H. STEP, TYP.

PHILIP A. GOMEZ
 ARCHITECT #A-6390
 128 BIRKDALE CT.
 ST. CHARLES, MO 63303
 314-504-7559
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 These drawings, including all associated and referenced electronic data, are the sole property of the architect, and may not be altered in any way except by specific direction of the architect.

REV. 6-7-19

Client:
Chris Alexander
 1752 N. New Florissant Rd
 Florissant, MO 63033

Project:
HWY 64 BBQ
 Restaurant Expansion
 1752 N. New Florissant Rd
 Florissant, MO 63033

SEATING COUNT:
 EXISTING - 63
 NEW - 32
 TOTAL = 95

NOTE:
 ALL CEILING GRID AND FIXTURES, LIGHTING, SPRINKLER HEADS, AND AIR SUPPLY VENTS SHALL REMAIN. DAMAGED CEILING TILES AND FIXTURES TO BE REPLACED.

FLOOR PLAN
 1/8" = 1'-0"

Prj #:
 Date: **5-14-19**
 Sheet Contents:
Floor Plan
 Sheet No.:
A-1

1752 N. New Florissant Rd.

GENERAL PROJECT NOTES

1. FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO STARTING WORK.
2. DO NOT SCALE DRAWINGS.
3. "±" (PLUS-MINUS) DIMENSIONS INDICATE APPROXIMATE EXISTING CONDITIONS FOR REFERENCE ONLY, AND ARE NOT TO BE USED FOR LAYOUT OF NEW CONSTRUCTION.
4. ALL WALL DIMENSIONS ARE TO OUTSIDE EDGE OF FINISHED GYP. BD. U.N.O.
5. ALL NEW INTERIOR PARTITIONS TO BE MTL STUDS WITH 5/8" GYP. BD. B.S. U.N.O.
6. PROVIDE ALL TRIM, ACCESSORIES AND JOINT FINISHING AS REQUIRED FOR GYP. BD. ASSEMBLIES. PROVIDE CORNER BEADS AT ALL EXPOSED HORIZONTAL AND VERTICAL CORNERS. CAULK ALL UNTAPED JOINTS AT PERIMETER.
7. USE APPROVED WATER-RESISTANT GYP. BD. OR CEMENT BD. IN AREAS TO BE EXPOSED TO MOISTURE.
8. ALL DOORS 7'-0" HIGH U.N.O.
9. GLAZING IN ALL DOORS TO BE FULLY TEMPERED, LAMINATED SAFETY, OR APPROVED SHATTER RESISTANT PLASTIC.
10. INTERIOR FINISHES SHALL HAVE A FLAME SPREAD RATING OF 200 OR LESS.
11. ALL TOILET ROOMS TO HAVE MIN. 50 CFM EXHAUST FANS, VENTED TO THE EXTERIOR.
12. LEAD FREE SOLDER IS REQUIRED ON ALL COPPER WATER SUPPLY PIPING.
13. ALL ELECTRICAL WORK SHALL CONFORM TO THE NEC AND LOCAL REGULATIONS.
14. ALL WORK SHALL MEET OR EXCEED ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODE REQUIREMENTS.

VERIFICATION OF EXISTING CONDITIONS:

INASMUCH AS THE REMODELING AND/OR REHABILITATION OF THE EXISTING FACILITY REQUIRES THAT CERTAIN ASSUMPTIONS BE MADE REGARDING EXISTING CONDITIONS, AND BECAUSE SOME OF THESE ASSUMPTIONS MAY NOT BE VERIFIABLE PRIOR TO CONSTRUCTION OR WITHOUT SIGNIFICANT COSTLY AND/OR DAMAGING INVESTIGATIONS, THE OWNER AGREES TO HOLD THE ARCHITECT HARMLESS AGAINST ALL DAMAGES, LIABILITIES OR COSTS ASSOCIATED WITH UNKNOWN CONDITIONS.

LIMITATION OF LIABILITY:

THE OWNER AGREES TO LIMIT THE ARCHITECT'S LIABILITY FOR ANY DAMAGES RELATING TO THIS PROJECT TO THE ARCHITECT'S FEE. THIS LIMITATION SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION.

BUILDING CODE INFORMATION:

Project Description: New restaurant expansion build-out in an existing strip mall shopping center.

Code: 2018 International Building Code
2018 International Exist. Building Code

Use Group: A-2
Construction Type: II-A
Sprinkler System: None

OCCUPANCY

PUBLIC (TOTAL 2754 SQ. FT.)
DINING: ACTUAL SEATING = 95
STAGE: 184 SF / 15 SF PER OCC. = 13

EMPLOYEES (TOTAL 286 SQ. FT.)
KITCHEN: 238 SF / 200 = 2
BACK BAR: 48 SF / 200 = 1

TOTAL = III OCC'S

EGRESS WIDTH REQUIRED

III OCC'S x .2"/OCC. = 22.2"

OF EXITS REQUIRED = 3

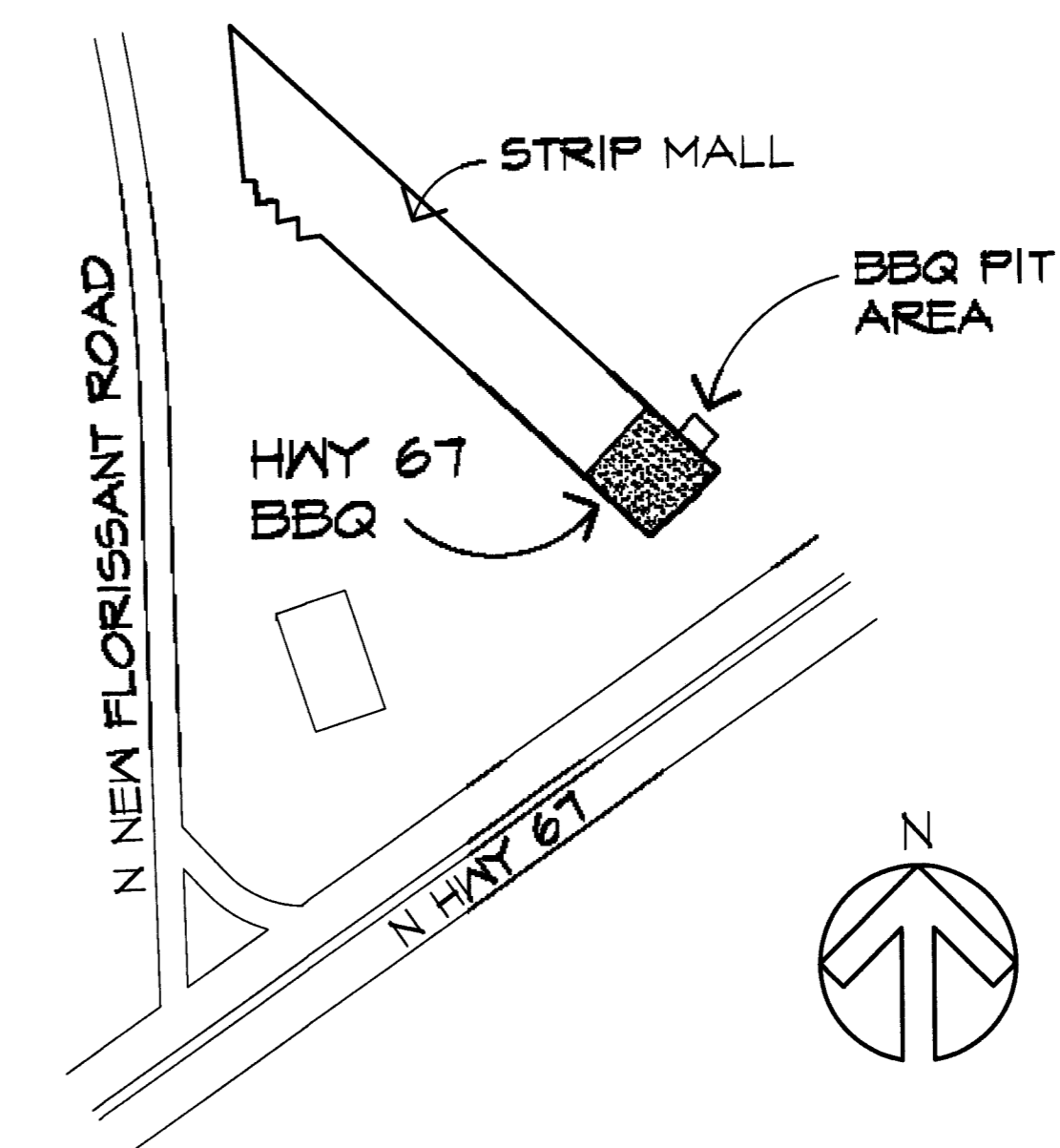
EGRESS WIDTH PROVIDED = 140" (3 EXITS)

LEGEND

- ② ———— DETAIL NUMBER
A-3 ———— DRAWING SHOWN ON
- --- PORTION OF EXIST. WALL OR PARTITION TO BE REMOVED
- ////// NEW PARTITION, FURRING, OR INFILL
- ==== PATCH AND REPAIR EXIST. WALL WHERE PARTITION HAS BEEN REMOVED

LOCATION MAP

NOT TO SCALE



DRAWING LIST

- G-1 COVER SHEET/PROJECT NOTES
A-1 FLOOR PLAN

PHILIP A. GOMEZ
ARCHITECT #A-6390

128 BIRKDALE CT.
ST. CHARLES, MO 63303
314-504-7559

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△ REV. 6-7-19

Client:

Chris Alexander

1752 N. New Florissant Rd
Florissant, MO 63033

Project:

HWY 64 BBQ
Restaurant Expansion

1752 N. New Florissant Rd
Florissant, MO 63033

Prj #:

Date: **5-14-19**

Sheet Contents:

Project Notes

Sheet No.:

G-1



Agenda Request Form

For Administration Use Only:

Meeting Date: 10/23/2023

Open Closed

Report No. 17/2023

Date Submitted:

To: City Council

Title: Request to approve a permit for Michael Blum to keep 3 hens located at 148 Boone Street.

(Recommended approval by the Health Department)

Prepared by: Ms. Deputy City Clerk Savanna Burton

Department: Public Works

Justification:

Please see attached application

Attachments:

1. 148 Boone St. Animal Permit



CITY OF FLORISSANT – Health Department
Application for keeping domestic animals, fowl or bees

Applicant Name: Michael Blum Address: 148 Boone Street

Home Phone: (314) 686-3675 Cell Phone: (636) 484-3595 Email: blumfamily343@gmail.com

Designate number & type of animal(s) to be kept: hens (3)

Designate where animal(s), fowl or bees will be kept: The hens will be kept in a chicken coop in our backyard.

Facilities/shelter to be provided: Chicken coop

Size of applicant's property: 0.30 Acres

Are the animals being requested on the application going to be bred or used for a home business in any way?
NO

What other animals are being kept on the premises? one dog

Has the applicant spoken with adjoining property owners concerning this application? YES NO

The following documentation is required and has been attached to this application:

- Plot plan/drawings showing property and location of animal housing, pen or cage ...
- Veterinarian statement of Health risks and vaccination requirements ... **NOT NEEDED FOR CHICKENS**

I HAVE READ, UNDERSTAND AND DO HEREBY AGREE TO ABIDE BY THE ORDINANCES PRINTED ON THE REVERSE SIDE OF THIS FORM PERTAINING TO THIS PERMIT APPLICATION; FURTHER I ATTEST THAT ALL INFORMATION PROVIDED HERE IS TRUE.

Applicant Signature: Michael Blum Date: 9-30-23

Health Department Action & Recommendation:
Approve

Health Superintendent: Fred [Signature] #055 Date: 10-6-23

Director of Public Works: [Signature] Date: 10/9/23



CITY OF FLORISSANT HEALTH DEPARTMENT

Animal Permit Application – Neighbor Approval Form

Florissant City Code 205.360 requires any property owner proposing to keep domestic animals, fowl or bees other than the usual children's pets to obtain a permit. As part of this process, applicants must advise immediate neighbors of their intentions and receive approval from any adjoining property owners. If neighbor is a renter then approval must be obtained from both the renter AND property owner.

APPLICANT NAME: Blum, Michael and Mary

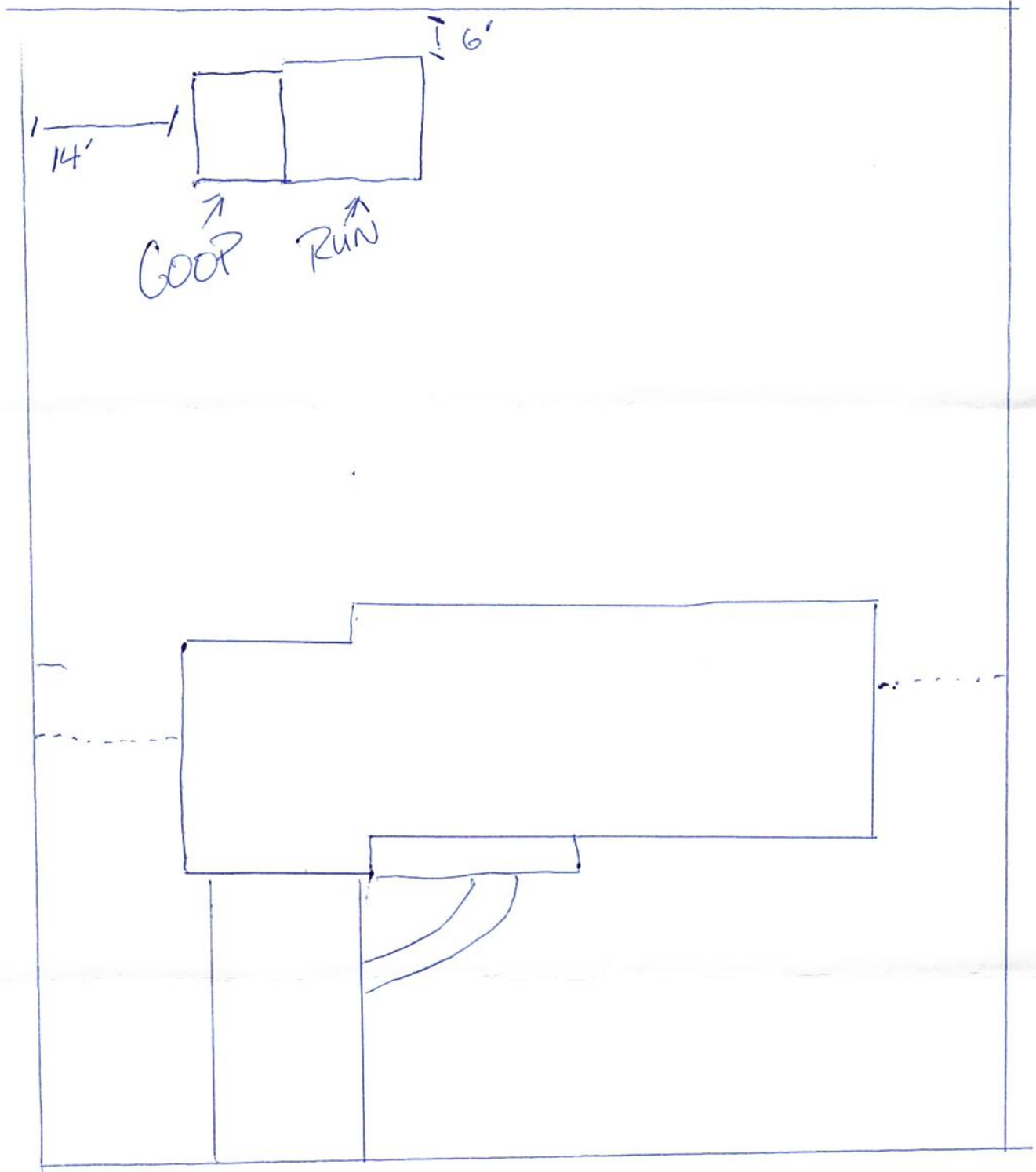
SITE ADDRESS: 148 Boone Street

TYPE OF ANIMAL BEING APPLIED FOR: hens

I/we, being the abutting property owner(s), have no objections to the above named property owner keeping the animal(s) described above in accordance with Florissant City Code.

Abutting Property Owner Name & Signature	Address	Phone	Date
Sally Halt	144 Boone St. Florissant Mo	(314) 837-5956	9/23/23
Patty Begley	910 ST. MARIE	314 920-3300	9/23/23
DIANNE CALLAHAN	920 ST. MARIE	314 5412997	9/23/23
DAVID PETERSON	930 ST MARIE FLORISSANT, MO 63031	505-550-9461	9/23/23
Rachel Clay	151 Brown St Florissant MO 63031	314-960- 5481	10/2/23

Anyone with questions or concerns may call the Florissant Health Department at 314-839-7655 Monday - Friday



BOONE STREET

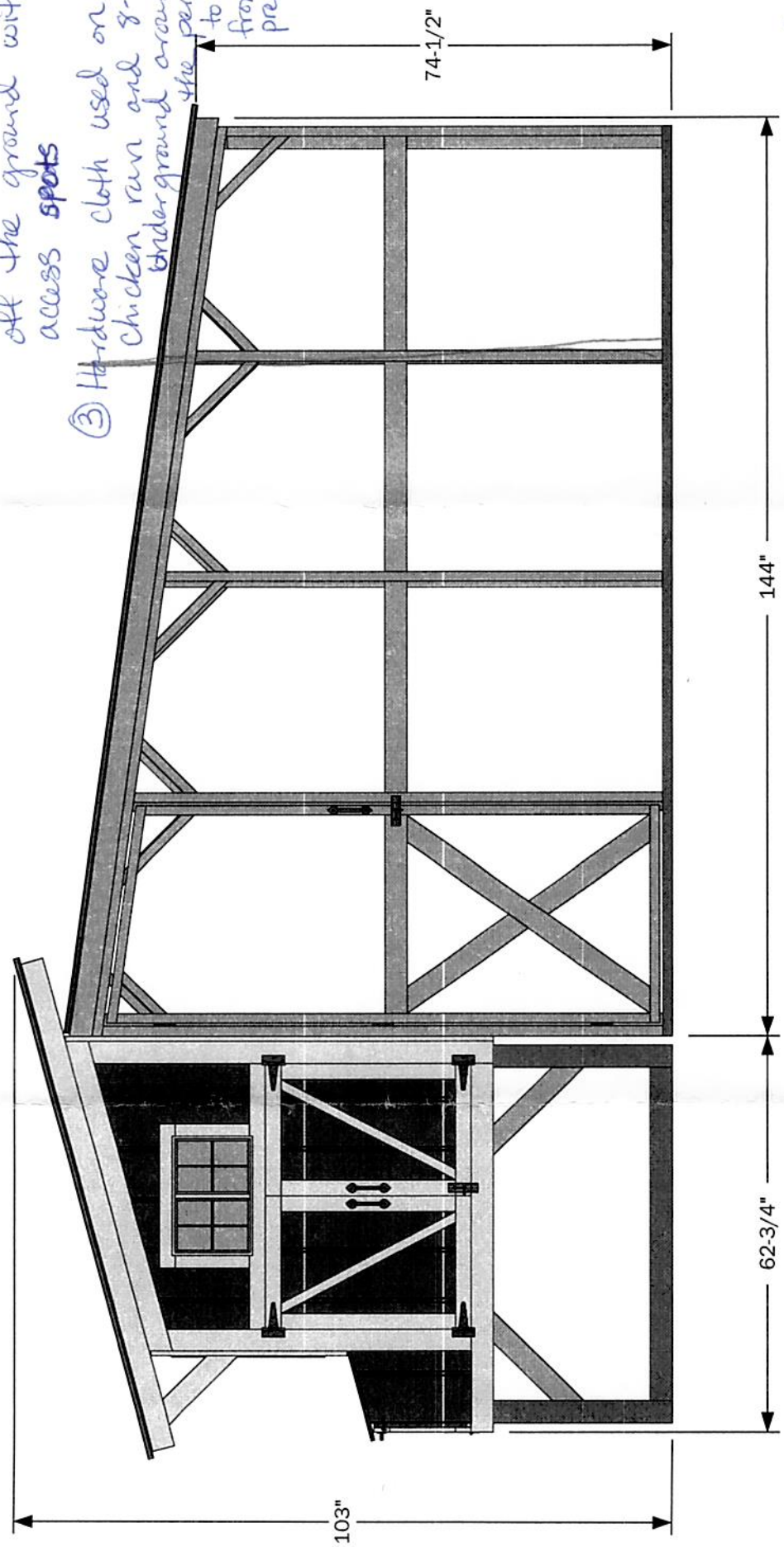
Main Dimensions

to note

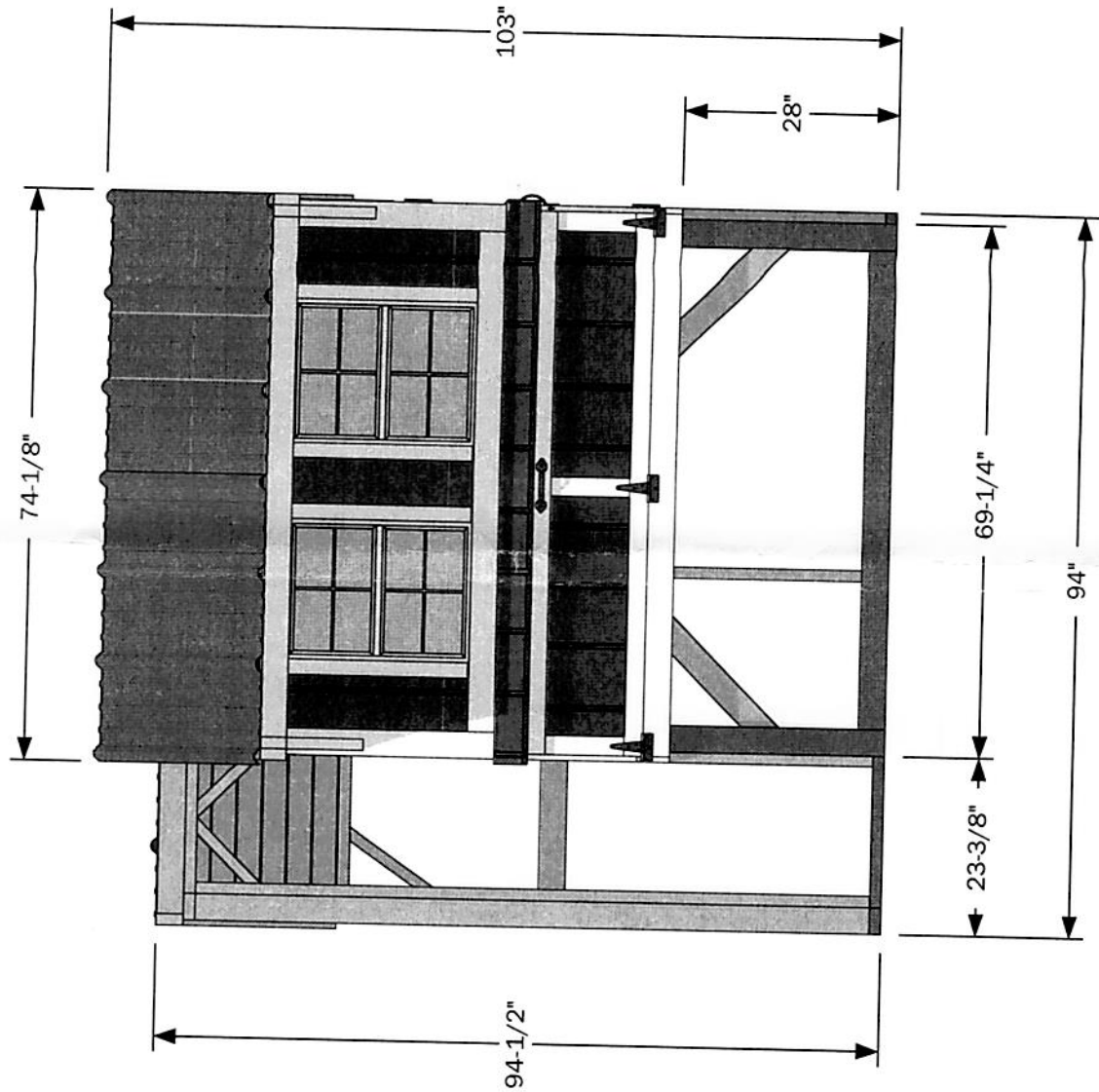
- ① Feeder hangs in chicken run 8-10 inches off ground.
- ② covered Water bucket 8-10 inches off the ground with access spots

- ③ Hardware cloth used on chicken run and 8-12" underground around the perimeter to provide front predators

- ④ Chicken coop is painted with exterior paint inside and outside for easy cleaning and to withstand weather for durability.



Main Dimensions








Material List

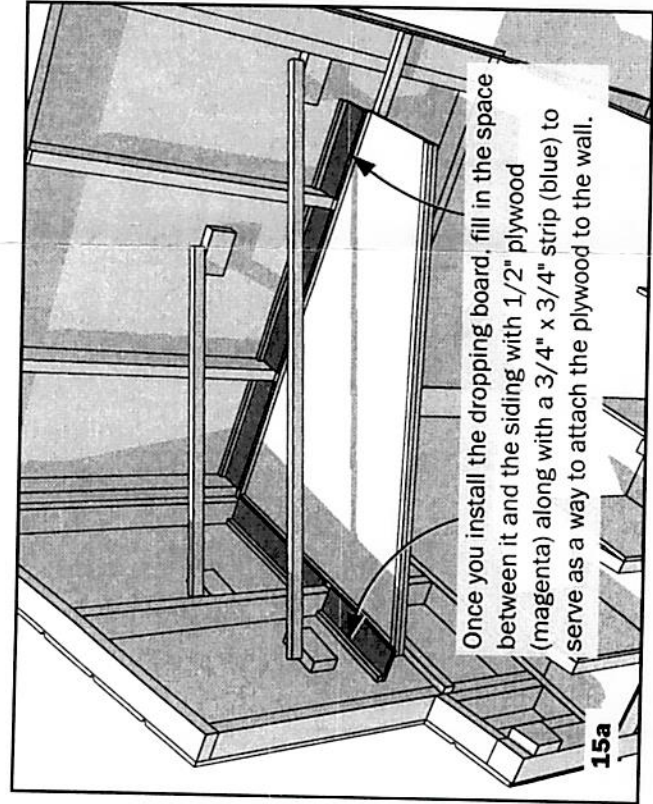
QTY	Description
1	4" x 4" x 10' pressure treated post
2	4" x 4" x 8' pressure treated post
2	2" x 4" x 12' pressure treated lumber
4	2" x 4" x 8' pressure treated lumber
4	2" x 4" x 12' Southern yellow pine
68	2" x 4" x 8' Southern yellow pine
2	4' x 8' x 1/2" plywood
5	4' x 8' T1-11 plywood siding
2	1" x 2" x 6' pine
5	1" x 3" x 8' pine
7	1" x 4" x 12' pine
1	12" x 18" window - <u>source</u>
2	18" x 23" window - <u>source</u>

You will also need:

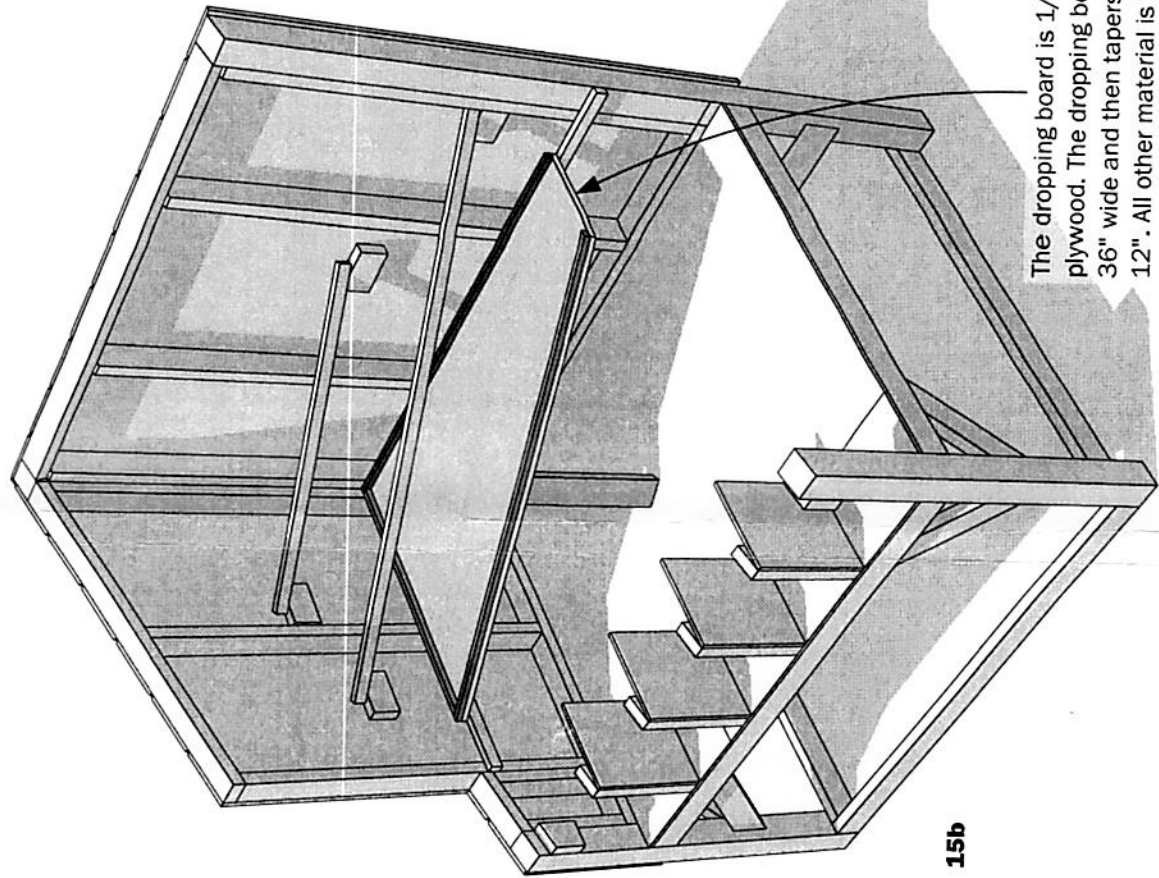
- A framing nailer with 3" galvanized nails
- 5 lb. box - 1 1/2" exterior construction screws
- 5 lb. box - 3" exterior construction screws
- 1 1/2" Roofing nails for the windows
- 5 Sheets of metal roofing
- 2 rolls, 4' x 50' hardware cloth
- 7 strap hinges
- 3 leaf hinges for the run door
- 4 door pulls
- 2 barrel style door latches
- 1 hook style latch

Coop Interior

-  Dropping board, 36" x 1/2", 55 3/4" long.
-  Edge, 3/4" x 3/4", 55 3/4" long.
-  Edge, 3/4" x 3/4", approximately 61".
-  Edge, 3/4" x 3/4", approximately 35 7/16".
-  Support, 1 1/2" x 3 1/2", 17 1/2" long.



Once you install the dropping board, fill in the space between it and the siding with 1/2" plywood (magenta) along with a 3/4" x 3/4" strip (blue) to serve as a way to attach the plywood to the wall.



The dropping board is 1/2" plywood. The dropping board is 36" wide and then tapers to 12". All other material is 2" x 4" cut as shown.

Dropping board is removable for cleaning.



Agenda Request Form

For Administration Use Only:

Meeting Date: 10/23/2023

Open Closed

Report No. 18/2023

Date Submitted:

To: City Council

Title: Request for a Full Liquor by the Drink License for Brennan's Bar and Grill located at 1740 Thunderbird.

Prepared by: Ms. Deputy City Clerk Savanna Burton

Department: City Clerk

Justification:

Please see attachments

Attachments:

1. Brennan's Bar Liquor License

City of Florissant
LIQUOR LICENSE PROCEDURE



1. If applying for a **PACKAGE LIQUOR LICENSE**, applicant must contact the Building Commissioner prior to applying in order to verify zoning requirements and to determine if a Special Use Permit is required. According to the State Statute, the city must also determine whether there is a church, school, or playground located within 100 feet of the proposed site of business. Once determined, the applicant must then fill out a liquor license application.

2. If applying for a **BY THE DRINK LIQUOR LICENSE**, the Public Works Department will provide a list of the property addresses within 200 feet of the proposed establishment for which the applicant must obtain signatures. According to State Statute, the city must determine whether there is a church, school, or playground located within 100 feet of the proposed site of business.

3. Once the liquor license application has been submitted and reviewed by the City Clerk's Office, the application will be placed upon the City Council agenda for approval. It is recommended that the applicant contact the Councilperson of the Ward in which the business is located who will introduce their liquor license for approval. The license request will require a majority vote of the City Council for approval.

4. The day following the City Council Meeting, the City Clerk upon request by the applicant, can issue a letter of approval to the State Liquor Control.

5. The approved liquor license, business license, and commercial occupancy permit must be obtained prior to the opening of the establishment.

IMPORTANT

By signing this application, you verify the following statement: Section 600.060(B) of the Florissant City Code "Neither the applicant nor any officer, director or shareholder of a corporate applicant shall have been convicted of a felony...The City Council also may request such additional information of an applicant as it may deem necessary for it to make a determination with respect to the issuance of a liquor license."

APPLICATION FOR LIQUOR LICENSE

- | | |
|--|--|
| <input checked="" type="checkbox"/> Full Liquor by the Drink \$450 | <input type="checkbox"/> Malt Liquor & Wine by the Drink \$75.00 |
| <input type="checkbox"/> Full Package Liquor \$150 | <input type="checkbox"/> Malt Liquor & Wine Package \$75 |
| <input type="checkbox"/> Full Liquor by Drink (Non-Profit) \$300 | <input type="checkbox"/> Tasting \$37.50 |

To the City Clerk, City of Florissant, St. Louis County, Missouri:
The undersigned hereby makes application for the liquor license issued under Chapter 600 of the Florissant Code of Ordinances.

Type of License Requested:

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation (Attach list of Officers, Addresses, & Phone Numbers) |
| <input checked="" type="checkbox"/> Limited Liability | <input type="checkbox"/> Partnership (Attach list of partners) |

Business Name: Brennan's Bar + Grill Phone: _____

Business Address: 1740 Thunderbird Email: _____

Name of Applicant, Corp., or LLC: Happy Homes 314 LLC

Address of Owner: 1815 GRAPE AVE ST. LOUIS, MO 63136 Phone: 314-249-2471
Street City State Zip

Managing Officer Name: KEITH WILLIAMS

Home Address: 1815 GRAPE AVE ST. LOUIS, MO 63136 Years at Address: 42
Street City State Zip

Managing Officer: Date of Birth: 6/11/66 Cell Phone: 314-249-2471

Driver's License No. [Redacted] Social Security No.* [Redacted]
(Provide photo copy) *for identification in running record check

Email: Happy homes 314@gmail.com Phone: 314-249-2471

Managing Officer: Personal Property Taxes 20____ Paid? Yes No (Attached)

Registered Voter of Missouri? Yes No **Attach Voter Registration Certificate

Have you ever been arrested? NO What Charge? _____

Where? _____ Disposition? _____

Citizen of U.S.A.? Yes No Naturalized? Yes Date _____ No

If Naturalized, Give Number: _____ Dist. _____
(Provide Documents)

Do you have an interest in any liquor license which is now in force? Yes No

Give details: _____

Have you prev. held a liquor license of this type? Yes No

If so, when & where? _____

Have you ever had a liquor license suspended or revoked? Yes No

Give details: _____

Have you ever been convicted of any violation of any federal or state law? Yes No

Give details: _____

Have you ever been convicted of any violation of a federal law, state statute, or local ordinance relating to intoxication? Yes No

Give details: _____

Has the location previously been occupied as a liquor establishment, liquor store, or tavern? Yes No

Provide name: Brennan's Bar & Grill

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

Yes

No

If Individual Applicant:
below:

If Partnership, Corp., or LLC, complete

Trade Name

Keith Williams

Signature of Managing Officer

STATE OF MISSOURI)SS

COUNTY OF St CHARLES)

KEITH WILLIAMS, of lawful age, being first duly sworn upon my oath deposes and states that he/she is the (applicant) (the managing officer of the corporation or partnership seeing the license hereunder), that he/she has read this application and fully understands same, that said license will be subject to all of the ordinances of the City pertaining to the operation of said business and agrees that he will abide by all lawful ordinances, regulations, and rules adopted by the City relation to the conduct of said business, that he is in all respect qualified in law to receive such license, and that the answers and statements set out in the above application are true.

Keith Williams

Signature of Managing Officer

Subscribed and sworn to before me this 13 day of October, 2023.

My Commission Expires: 01-04-2024

[Signature]

Notary Public

APPLICATION MUST BE SWORN TO BEFORE A PUBLIC NOTARY.

SUPPLEMENT TO APPLICATION FOR LIQUOR LICENSE

CORPORATION & LIMITED LIABILITY COMPANY:

Copy of Certification of Incorporation/Registration &
Articles of Organization papers must be attached
To the Florissant City Council, Florissant, St. Louis County, Missouri.

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

1. FULL NAME: KEITH Williams
SOC. SEC. NO. [REDACTED] SEX: M
DATE OF BIRTH: 6-11-66 PLACE OF BIRTH: St Louis, MO.
PHONE NUMBER: 314-249-2471 / 314-388-4529
ADDRESS: 1815 WAPE
LAST PREV. ADDRESS: _____
NO. OF YEARS AT ADDRESS: 42 yrs

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

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

PLEASE FILL OUT THIS FORM AND RETURN WITH YOUR LICENSE APPLICATION

In order for the Police Department to provide you with the best possible service, it is necessary for them to have certain information concerning your business:

EMERGENCY CONTACT INFORMATION

PROPERTY OWNER Nirav Patel PHONE _____

ADDRESS _____

NAME OF BUSINESS Brewman's Bar & Grill PHONE _____

ADDRESS 1740 Thunderbird

BUSINESS HOURS _____

OWNER/MANAGER Keith Williams PHONE 314 249-2471

HOME ADDRESS 1815 Grape Ave St. Louis, MO. 63136

PLEASE LIST PERSONS TO BE CONTACTED AFTER BUSINESS HOURS IN CASE OF AN EMERGENCY OR IF THERE IS A DOOR OR WINDOW FOUND INSECURE.

CONTACT #1 HAS KEY? YES NO

NAME Keith Williams ADDRESS 1815 Grape

CITY & STATE St. Louis, MO PHONE 314-249-2471

CONTACT #2 HAS KEY? YES NO

NAME Cheryl Wilson ADDRESS _____

CITY & STATE _____ PHONE 314-607-9655

ARE THERE LIGHTS LEFT ON AFTER HOURS? YES NO

IS ANYONE AUTHORIZED TO BE ON THE PREMISES AFTER HOURS? YES NO

IF YES, WHO? _____

ARE ANY VEHICLES PARKED AT YOUR BUSINESS AFTER HOURS?

YES

NO

DESCRIBE: _____
(YEAR) (MAKE/MODEL) (COLOR) (LICENSE NO.)

DO YOU HAVE A SAFE OF ANY KIND?

YES

NO

WHERE IS IT LOCATED? _____

CAN IT BE SEEN FROM THE OUTSIDE?

YES

NO

IS YOUR BUSINESS PROTECTED WITH AN ALARM SYSTEM?

YES

NO

IF AT ANY TIME THERE IS A CHANGE IN THE EMERGENCY INFORMATION, PLEASE NOTIFY THE POLICE DEPARTMENT IMMEDIATELY, ESPECIALLY IN THE CASE OF THOSE PERSONS TO NOTIFY IN CASE OF AN EMERGENCY. THANK YOU.

CITY OF FLORISSANT



FLORISSANT, MISSOURI
WAIVER

Authorization to complete record check

I, KEITH WILLIAMS, RESIDING AT IN THE

CITY OF JENNINGS, MO. 63136

STATE OF Missouri.

I do hereby authorize the City Clerk of the City of Florissant, Missouri to make a full and complete check of my record in the Metropolitan St. Louis area, state of Missouri, all prior areas of residence, and through the National Criminal Information Center in Washington, D.C.

Jawanna BB
Witness

Keith Williams
Signature

10-12-2023
Date

6-11-66
Date of Birth

[REDACTED]
Social Security Number**

[REDACTED]
Driver's License No. & State

Social Security Number and Driver's License Numbers will be used for the purpose of identification in completing record check only.

APPLICATION FOR SUNDAY LIQUOR LICENSE
TO THE CITY CLERK, CITY OF FLORISSANT, SAINT LOUIS COUNTY, MISSOURI

Authorizing the sale of retail liquor by the drink or package in the City of Florissant on **SUNDAY** from 6:00 am to midnight. (**\$300**)

TYPE OF OPERATION:

Individual Partnership Corporation Limited Liability Corp

BUSINESS NAME Brewman's Bar & Grill

LOCATION 1740 Thunderbird **PHONE** (314) 249-8471 / (314) 731-6300

EXACT TRADE NAME, LLC, OR CORP Happy Homes 314 LLC

The undersigned (Individual, Partnership, Corporation, LLC), hereby makes application to the City Clerk, City of Florissant, St. Louis County, Missouri for a "By the Drink/Package Liquor License" authorizing the sale of retail liquor on Sundays from 9:00 am to midnight for the period beginning on _____ and expiring on June 30, 20____, on the above described premises and agrees that if the license herein applied for is granted, and the licensee shall violate any provisions of the State Liquor Control Act or of the City of Florissant Code and particularly any provision of Chapter 600 of the Florissant City Code pertaining to alcoholic beverages or permit any other person to do so upon the licensed premises, the City Council, by a majority vote, may suspend or revoke such license.

1. I/WE presently hold Florissant License Number _____ authorizing the sale of retail liquor by the drink or package in Florissant for premises described in this application.

STATE OF Missouri)SS

COUNTY OF St Charles)

_____, of lawful age, being first duly sworn upon my oath deposes and states that he/she is the (applicant) (the managing officer of the corporation or partnership seeing the license hereunder), that he/she has read this application and fully understands same, that said license will be subject to all of the ordinances of the City pertaining to the operation of said business and agrees that he will abide by all lawful ordinances, regulations, and rules adopted by the City relation to the conduct of said business, that he is in all respect qualified in law to receive such license, and that the answers and statements set out in the above application are true.

[Signature]
Signature of Managing Officer

Subscribed and sworn to before me this 13 day of 2023.

My Commission Expires: 01-01-2020

[Signature]
Notary Public



No Match Notification

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

Date of Search: 10/17/2023

Name (1): KEITH WILLIAMS

Name (2):

Name (3):

Date Of Birth: 06/11/1966

SSN: xxx-xx-4585

Control Number: 6565083

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

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

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

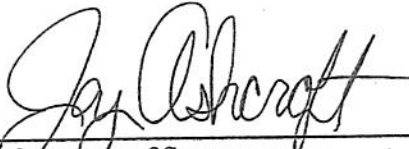
Happy Homes 314 LLC
LC1773927

filed its Articles of Organization with this office on the 26th day of March, 2021, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on 26th day of March, 2021, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

Effective Date: March 26, 2021

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, the 26th day of March, 2021.


Secretary of State



St. Louis County, Missouri

Saint Louis County Personal Property Tax Receipt

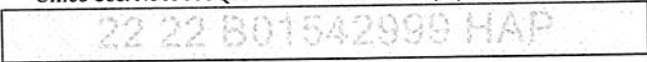
This receipt serves as proof of paid personal Property taxes for the tax year and property information shown and may be submitted when applying for an annual permit or license from St. Louis County.

No Taxes Are Due

10/3/2023

Tax Year: 2022
Account Number: B01542999
Account Status: Active
Name: Happy Homes 314 Llc
Doing Business As: Happy Homes 314
Taxing Address: 1815 Grape Ave
 Saint Louis, MO 63136
School Sub Code: 114A
City Code: 031
Site Code: 0760
Total Assessed Value: 16,460
Tax Rate: 12.8910
Personal Property Declaration: 2022 declaration has not
 been received.

Office Use: N9TP939Q952E4F5D1103BWL2S 10/3/2023 11:01:40 AM



Personal Property Tax Paid: B01542999

Tax Year	Tax	Interest	Penalties	Other Charges	Total Tax	Amount Paid	Date Paid
2022	\$2,121.84	\$0.00	\$0.00	\$108.50	\$2,230.34	\$2,230.34	12/31/2022

Vehicles: B01542999 - 2022

Type	Year	Make	Model	Reference Number	Product Code	Total Units	Assessed Value Per Unit	Assessed Value
Trucks	2021	Ram	1/2 Crew Laramie	20	473386	1	16,260	16,260
							Total Assessed Value	16,260

Note: Tax information is current up to the minute. All other information is current as of 10/3/2023.
 For questions, please contact the [Collection Division](#) at (314)615-5500.

St. Louis County, Missouri

Saint Louis County Personal Property Tax Receipt

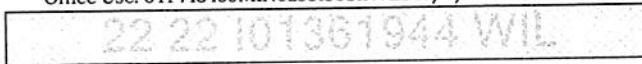
This receipt serves as proof of paid personal Property taxes for the tax year and property information shown and may be submitted when applying for an annual permit or license from St. Louis County.

No Taxes Are Due

10/3/2023

Tax Year: 2022
Account Number: I01361944
Account Status: Active
Name: Williams Keith
Taxing Address: 1815 Grape Ave
 Saint Louis, MO 63136
School Sub Code: 114A
City Code: 031
Site Code: 0760
Total Assessed Value: 5,440
Tax Rate: 12.8910
Personal Property Declaration: 2022 declaration has not
 been received.

Office Use: OTP743459MIN6233130SINV2 10/3/2023 11:01:09 AM



Personal Property Tax Paid: I01361944

Tax Year	Tax	Interest	Penalties	Other Charges	Total Tax	Amount Paid	Date Paid
2022	\$701.26	\$0.00	\$0.00	\$68.50	\$769.76	\$769.76	12/31/2022

Vehicles: I01361944 - 2022

Type	Year	Make	Model	Reference Number	Product Code	Total Units	Assessed Value Per Unit	Assessed Value
Trucks	2014	Ford	1/2 Supercrew	60	001246	1	5,440	5,440
Total Assessed Value								5,440

Note: Tax information is current up to the minute. All other information is current as of 10/3/2023.
 For questions, please contact the [Collection Division](#) at (314)615-5500.



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

LC1773927
 Date Filed: 03/26/2021
 John R. Ashcroft
 Missouri Secretary of State

Articles of Organization

Reference Number SR272235

Receipt Number TR786065

1. The name of the limited liability company is: Happy Homes 314 LLC

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

The purpose of the Limited Liability Company is to engage in any lawful activity for which a Limited Liability Company may be organized in the state of Missouri.

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

Name Keith Williams

Address 1815 Grape Ave, Saint Louis, Missouri, 63136, United States

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

1815 Grape Ave, Saint Louis, Missouri, 63136, United States

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

Member

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

3/26/2021

7. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual:

Perpetual

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

Name Keith Williams

Address 1815 Grape Ave, Saint Louis, Missouri, 63136, United States

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

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

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

Name Keith Williams

Title Organizer

Date 03/26/2021

PETITION

WHEREAS, Sec. 600.060 of the Florissant City Code provides that "No license for the sale of intoxicating liquors of any kind at retail by the drink for consumption on the premises where sold shall be issued unless a petition approving such issuance shall be filed with the application for license and which petition shall be signed by two-thirds of the assessed taxpaying citizens owning property and also two-thirds of the persons occupying, owning or conducting any business on the main or ground floor of buildings within a distance of two hundred (200) feet of the applicant's place of business in all directions."

NOW, THEREFORE, we the undersigned, do hereby approve the issuance of a license to

BRENNAN'S BAR & GRILL

NAME OF BUSINESS

to sell intoxicating liquors of all kinds by the drink and for the consumption on the premises located at:

1740 Thunderbird

BUSINESS ADDRESS

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>
<u>Cool Vibes Creations</u>		
<u>Shawn Woolard</u> <u>Stevenson Income Tax</u>	<u>1772 Thunderbird Ave</u>	<u>(314) 504-8192</u>
<u>Sylvia Stevenson</u>	<u>1756 Thunderbird Ave</u>	<u>(314) 972-8800</u>
<u>Keaton Academy of Dance</u> <u>Chantay M. King</u>	<u>1764 Thunderbird Ave</u>	<u>(314) 458-5451</u>

I hereby certify that the foregoing petition contains the signatures of two-thirds of the assessed taxpaying citizens owning property and also two-thirds of the persons occupying, owning or conducting any business on the main or ground floor of buildings within a distance of two hundred (200) feet of the applicant's place of business in all directions.

Kevin Williams

Signature of Applicant
(Individual or Managing Officer)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____



Agenda Request Form

For Administration Use Only:

Meeting Date: 10/23/2023

Open Closed

Report No. 16/2023

Date Submitted:

To: City Council

Title: Request for a Beer and Wine by the Drink License for Behind the 8 Ball located at 1165 N Highway 67.

Prepared by: Ms. Deputy City Clerk Savanna Burton

Department: City Clerk

Justification:

Please see attachment

Attachments:

1. Behind the 8 Ball Liquor Application

APPLICATION FOR LIQUOR LICENSE

- Full Liquor by the Drink \$450
- Malt Liquor & Wine by the Drink \$75.00
- Full Package Liquor \$150
- Malt Liquor & Wine Package \$75
- Full Liquor by Drink (Non-Profit) \$300
- Tasting \$37.50

To the City Clerk, City of Florissant, St. Louis County, Missouri:
The undersigned hereby makes application for the liquor license issued under Chapter 600 of the Florissant Code of Ordinances.

Type of License Requested:

- Individual
- Corporation (Attach list of Officers, Addresses, & Phone Numbers)
- Limited Liability
- Partnership (Attach list of partners)

Business Name: BEHIND THE 8 BALL Billiard PARLOR Phone: (314) 695-5764

Business Address: 1165 N. Hwy 67 Email: BHINDTH8.BALL@gmail.com

Name of Applicant, Corp., or LLC: BEHIND THE 8 BALL

Address of Owner: 3917 Salvation Florissant MO 63034 Phone: 3145467111
Street City State Zip

Managing Officer Name: Darryl L. Wallace

Home Address: 3917 Salvation Florissant MO 63034 Years at Address: 28
Street City State Zip

Managing Officer: Date of Birth: 1/22/68 Cell Phone: 3145467311

Driver's License No. 
(Provide photo copy)

Social Security No.* 
*for identification in running record check

Email: bhindth8.ball@gmail. **Phone:** 3145467311

Managing Officer: Personal Property Taxes 20 21 Paid? Yes No (Attached)

Registered Voter of Missouri? Yes No **Attach Voter Registration Certificate

Have you ever been arrested? NEVER What Charge? —

Where? — Disposition? —

Citizen of U.S.A.? Yes No Naturalized? Yes Date _____ No

If Naturalized, Give Number: _____ Dist. _____
(Provide Documents)

Do you have an interest in any liquor license which is now in force? Yes No

Give details: _____

Have you prev. held a liquor license of this type? Yes No

If so, when & where? _____

Have you ever had a liquor license suspended or revoked? Yes No

Give details: _____

Have you ever been convicted of any violation of any federal or state law? Yes No

Give details: _____

Have you ever been convicted of any violation of a federal law, state statute, or local ordinance relating to intoxication?

Yes No

Give details: _____

Has the location previously been occupied as a liquor establishment, liquor store, or tavern?

Yes No

Provide name: _____

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

Yes No

If Individual Applicant:
below:

If Partnership, Corp., or LLC, complete

Trade Name

Darryl Wallace
Signature of Managing Officer

STATE OF Missouri)SS

COUNTY OF St. Louis)

DARRYL WALLACE, of lawful age, being first duly sworn upon my oath deposes and states that he/she is the (applicant) (the managing officer of the corporation or partnership seeing the license hereunder), that he/she has read this application and fully understands same, that said license will be subject to all of the ordinances of the City pertaining to the operation of said business and agrees that he will abide by all lawful ordinances, regulations, and rules adopted by the City relation to the conduct of said business, that he is in all respect qualified in law to receive such license, and that the answers and statements set out in the above application are true.

Darryl Wallace
Signature of Managing Officer

Subscribed and sworn to before me this 5th day of September, 2023.

My Commission Expires: 11-30-2025

Matthew Timothy Gannon
Notary Public

APPLICATION MUST BE SWORN TO BEFORE A PUBLIC NOTARY.



**SUPPLEMENT TO APPLICATION FOR LIQUOR LICENSE
CORPORATION & LIMITED LIABILITY COMPANY:**

Copy of Certification of Incorporation/Registration &
Articles of Organization papers must be attached
To the Florissant City Council, Florissant, St. Louis County, Missouri.

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

1. FULL NAME: DARRYL L. WALLACE
SOC. SEC. NO. [REDACTED] SEX: MALE
DATE OF BIRTH: 22 JAN 68 PLACE OF BIRTH: St. Louis, Mo.
PHONE NUMBER: (314) 546-7311
ADDRESS: 3917 SALVATION ROAD, FLORISSANT, MO. 63034
LAST PREV. ADDRESS: 9421 AUBURN, JENNINGS, MO. 63136 (3 yrs)
NO. OF YEARS AT ADDRESS: 28 yrs

2. FULL NAME: Tracey Michelle Carter Jackson
SOC. SEC. NO. [REDACTED] SEX: Female
DATE OF BIRTH: 6/15/1968 PLACE OF BIRTH: St. Louis, mo
PHONE NUMBER: 314 874 5974
ADDRESS: 3322 Shutter Way, St. Charles, mo 63031
LAST PREV. ADDRESS: 1602 Rishon Hill Drive, St. Louis, mo 63146
NO. OF YEARS AT ADDRESS: 25

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

PLEASE FILL OUT THIS FORM AND RETURN WITH YOUR LICENSE APPLICATION

In order for the Police Department to provide you with the best possible service, it is necessary for them to have certain information concerning your business:

EMERGENCY CONTACT INFORMATION

PROPERTY OWNER Vince Patel PHONE _____

ADDRESS _____

NAME OF BUSINESS _____ PHONE _____

ADDRESS _____

BUSINESS HOURS _____

OWNER/MANAGER _____ PHONE _____

HOME ADDRESS _____

PLEASE LIST PERSONS TO BE CONTACTED AFTER BUSINESS HOURS IN CASE OF AN EMERGENCY OR IF THERE IS A DOOR OR WINDOW FOUND INSECURE.

CONTACT #1 HAS KEY? YES NO

NAME Darryl Wallace ADDRESS 3917 SALVATION ROAD

CITY & STATE Florissant, Mo. PHONE (314) 546-7311

CONTACT #2 HAS KEY? YES NO

NAME Tracey Jackson ADDRESS 3322 Shotten Way

CITY & STATE St. Charles, mo PHONE 314 9745974

ARE THERE LIGHTS LEFT ON AFTER HOURS? YES NO

IS ANYONE AUTHORIZED TO BE ON THE PREMISES AFTER HOURS? YES NO

IF YES, WHO? BUSINESS OWNERS (CLEAR-UP, RESTOCK, ETC)

ARE ANY VEHICLES PARKED AT YOUR BUSINESS AFTER HOURS?

YES

NO

DESCRIBE: 2018 CHEVY/SILVERADO Pearl White
(YEAR) (MAKE/MODEL) (COLOR)


(LICENSE NO.)

2007 mazda CX-9 Blue
2012 Honda Cross TOUR Black
DO YOU HAVE A SAFE OF ANY KIND? YES NO

WHERE IS IT LOCATED? _____

CAN IT BE SEEN FROM THE OUTSIDE? YES

NO

IS YOUR BUSINESS PROTECTED WITH AN ALARM SYSTEM?

YES

NO

IF AT ANY TIME THERE IS A CHANGE IN THE EMERGENCY INFORMATION, PLEASE NOTIFY THE POLICE DEPARTMENT IMMEDIATELY, ESPECIALLY IN THE CASE OF THOSE PERSONS TO NOTIFY IN CASE OF AN EMERGENCY. THANK YOU.

CITY OF FLORISSANT



FLORISSANT, MISSOURI

WAIVER

Authorization to complete record check

I, Darryl Wallace, RESIDING AT IN THE

CITY OF Florissant

STATE OF Missouri.

I do hereby authorize the City Clerk of the City of Florissant, Missouri to make a full and complete check of my record in the Metropolitan St. Louis area, state of Missouri, all prior areas of residence, and through the National Criminal Information Center in Washington, D.C.

Tracey Jackson
Witness

Darryl Wallace
Signature

18 SEP 23
Date

22 JAN 68
Date of Birth

[Redacted]

Social Security Number**

[Redacted]

Driver's License No. & State

Social Security Number and Driver's License Numbers will be used for the purpose of identification in completing record check only.

APPLICATION FOR SUNDAY LIQUOR LICENSE
TO THE CITY CLERK, CITY OF FLORISSANT, SAINT LOUIS COUNTY, MISSOURI

Authorizing the sale of retail liquor by the drink or package in the City of Florissant on **SUNDAY** from 6:00 am to midnight. (**\$300**)

TYPE OF OPERATION:

Individual

Partnership

Corporation

Limited Liability Corp

BUSINESS NAME Behind The 8 Ball Billiards Parlor + Darts

LOCATION 1165 N HWY 67 **PHONE** _____

EXACT TRADE NAME, LLC, OR CORP Behind The 8 Ball LLC

The undersigned (Individual, Partnership, Corporation, LLC), hereby makes application to the City Clerk, City of Florissant, St. Louis County, Missouri for a "By the Drink/Package Liquor License" authorizing the sale of retail liquor on Sundays from 9:00 am to midnight for the period beginning on _____ and expiring on June 30, 20____, on the above described premises and agrees that if the license herein applied for is granted, and the licensee shall violate any provisions of the State Liquor Control Act or of the City of Florissant Code and particularly any provision of Chapter 600 of the Florissant City Code pertaining to alcoholic beverages or permit any other person to do so upon the licensed premises, the City Council, by a majority vote, may suspend or revoke such license.

1. I/WE presently hold Florissant License Number _____ authorizing the sale of retail liquor by the drink or package in Florissant for premises described in this application.

STATE OF Missouri)SS

COUNTY OF St. Louis)

Darryl Wallace, of lawful age, being first duly sworn upon my oath deposes and states that he/she is the (applicant) (the managing officer of the corporation or partnership seeing the license hereunder), that he/she has read this application and fully understands same, that said license will be subject to all of the ordinances of the City pertaining to the operation of said business and agrees that he will abide by all lawful ordinances, regulations, and rules adopted by the City relation to the conduct of said business, that he is in all respect qualified in law to receive such license, and that the answers and statements set out in the above application are true.

Darryl Wallace
Signature of Managing Officer

Subscribed and sworn to before me this 5th day of 2023.

My Commission Expires: 11-30-2025

Matthew Timothy Gannon
Notary Public

MATTHEW TIMOTHY GANNON
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 21028279
Commission Expires 11-30-2025

IMPORTANT

By signing this application, you verify the following statement: Section 600.060(B) of the Florissant City Code "Neither the applicant nor any officer, director or shareholder of a corporate applicant shall have been convicted of a felony...The City Council also may request such additional information of an applicant as it may deem necessary for it to make a determination with respect to the issuance of a liquor license."

PETITION

WHEREAS, Sec. 600.060 of the Florissant City Code provides that "No license for the sale of intoxicating liquors of any kind at retail by the drink for consumption on the premises where sold shall be issued unless a petition approving such issuance shall be filed with the application for license and which petition shall be signed by two-thirds of the assessed taxpaying citizens owning property and also two-thirds of the persons occupying, owning or conducting any business on the main or ground floor of buildings within a distance of two hundred (200) feet of the applicant's place of business in all directions."

NOW, THEREFORE, we the undersigned, do hereby approve the issuance of a license to

Behind the 8 Ball Billiards Parlor + Darts

NAME OF BUSINESS

to sell intoxicating liquors of all kinds by the drink and for the consumption on the premises located at:

1165 North Highway 67, Florissant, MO 63031

BUSINESS ADDRESS

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>
<u>Armen Jones</u>	<u>1143 N. Hwy 67</u>	<u>(314) 497-9155</u>
<u>Dean Treston</u>	<u>1159 N Hwy 67</u>	<u>(314) 458 2005</u>
<u>Rhonda Lirk</u>	<u>1147 N Hwy 67</u>	<u>(314) 831-5465</u>
<u>Cassie Hunt</u>	<u>1147 N Hwy 67</u>	<u>(314) 831-5465</u>

I hereby certify that the foregoing petition contains the signatures of two-thirds of the assessed taxpaying citizens owning property and also two-thirds of the persons occupying, owning or conducting any business on the main or ground floor of buildings within a distance of two hundred (200) feet of the applicant's place of business in all directions.

Dany Malloce

Signature of Applicant
(Individual or Managing Officer)

Subscribed and sworn to before me this 4 day of October, 2023.

Jane Burton
Notary Public

My Commission Expires: 01/21/2027

J'NAE BURTON Notary Public, Notary Seal State of Missouri St. Louis County Commission # 15632458 My Commission Expires 01/21/2027



No Match Notification

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

Date of Search: 10/10/2023

Name (1): DARRYL WALLACE

Name (2):

Name (3):

Date Of Birth: 01/22/1968

SSN: xxx-xx-7125

Control Number: 6559017

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

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



Agenda Request Form

For Administration Use Only:

Meeting Date: 10/2/2023

Open Closed

Report No. 68/2023

Date Submitted:

To: City Council

Title: Ordinance to authorize a Special Use Permit to 490 Jai Ganesha LLC, d/b/a Royals Liquor to allow for a Package Liquor Store located at 490 Howdershell.

Prepared by: Administrator

Department: Public Works

Justification:

Please see attachments

Attachments:

1. 490 Howdershell PH Notice
2. Staff Report
3. Application
4. Lease
5. Plans

INTRODUCED BY COUNCILMAN EAGAN
OCTOBER 23, 2023

BILL NO. 9922

ORDINANCE NO.

ORDINANCE TO AUTHORIZE A SPECIAL USE PERMIT TO 490 JAI GANESHA LLC, D/B/A ROYALS LIQUOR TO ALLOW FOR A PACKAGE LIQUOR STORE LOCATED AT 490 HOWDERSHELL.

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

WHEREAS, an application has been filed by 490 Jai Ganesha LLC to allow for the operation of package liquor store located at 490 Howdershell, and

WHEREAS, the Planning and Zoning Commission at their meeting on October 2nd, 2023 recommended that a Special Permit be granted; and

WHEREAS, due notice of public hearing no. 23-10-026 on said application to be held on the 23rd day of October, 2023 at 7:00 P.M. by the Council of the City of Florissant was duly published, held and concluded; and

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

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

Section 1: A Special Use Permit is hereby granted to Jai Ganesha LLC d/b/a Royals Liquor to allow for the operation of package liquor store located at 490 Howdershell.

Section 2: Said Permit herein authorized shall remain in full force and effect and subject to all of the ordinances of the City of Florissant.

Section 3: When the named permittee discontinues the operation of said business for longer than one hundred and eighty days (180) days, the Special Use Permit herein granted shall no longer be in force and effect.

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

Adopted this ____ day of _____, 2023.

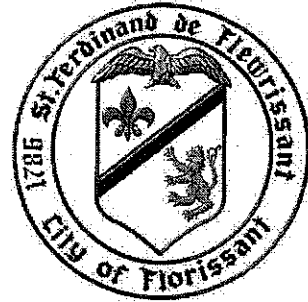
Joseph Eagan
President of the Council

Approved this ____ day of _____, 2023.

Mayor Timothy J. Lowery

ATTEST: _____
Karen Goodwin, MPPA/MMC/MRCC
City Clerk

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



City Of Florissant – Public Works
314-839-7648

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

PLANNING & ZONING ACTION

Council Ward _____ Zoning _____

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

SPECIAL PERMIT FOR Opening Liquor, beer, wine, store
Statement of what permit is being sought. (i.e., special permit for operation of a restaurant).

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

LOCATION 490 Howdershell Road, Florissant, Mo 63376
Address of property.

1) Comes Now 490 Jai Ganesha llc Royals Liquor
Enter name of petitioner. If a corporation, state as such. If applicable include DBA (Doing Business As)

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

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

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

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

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

7) The petitioner (s) state (s) the following factors and reason to justify the permit:
 (If more space is needed, separate sheets maybe attached)

Krunal Patel / krunal6149@gmail.com
 PRINT NAME SIGNATURE email and phone


FOR 490 Jai Ganesha LLc /DbA: Royals Liquor
 (company, corporation, partnership)

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

8) I (we) hereby certify that, as applicant (circle one of the following):

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

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

PRESENTOR SIGNATURE 
 ADDRESS 64 TOWERBRIDGE PL St Charles, MO 63303
 STREET CITY STATE ZIP CODE
 TELEPHONE / EMAIL 314-315-3560 / Krunal6149@gmail.com
 BUSINESS

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

 Signature of Petitioner authorizing an agent

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

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

REQUIRED INFORMATION

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

1) Type of Operation: Individual _____ Partnership llc 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 krunal Patel 64 towerbridge pl, saint charles, mo 63303
- (2) Telephone numbers 314-315-3560
- (3) Business address 490 howdershell road , florissant
- (4) Name under which business is operated Royals liquor
- (5) If operating under fictitious name, provide date the name was registered with the State of Missouri, and a copy of the registration.

(c) If a corporation:

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

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

Name Kabul v center Commercial Properties Llc
Address 119 Church st , suite 124, ferguson ,mo 63135
Property Owner Kabul v Center Commercial Properties llc
Location of property Lot 1A of the Resubdivision of CREST AIRE PLAT 6, according to the plat thereof recorded in Plat Book 307 Pages 35 & 36 of the St. Louis County Records.
Dimensions of property 3.726 ac
Property is presently zoned c-2 Requests Rezoning To _____
Proposed Use of Property Liquor, Beer, Store
Type of Sign building standard-vinyl Height tbd
Type of Construction iib Number Of Stories 1
Square Footage of Building 35967sqft Number of Curb Cuts 4
Number of Parking Spaces 170 Sidewalk Length _____
Landscaping: No. of Trees n/a Diameter _____
No. of Shrubs n/a Size _____
Fence: Type n/a Length n/a Height n/a

PLEASE SUBMIT THE FOLLOWING INFORMATION ON PLANS OR DRAWINGS:

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

Legal description of Properties: —

Lot 1A OF Resubdivision OF CREST AIRE PLAT 6. According to the Plat thereof Recorded in PLAT BOOK 307 Pgs. 35 & 36. OF the St Louis County Records,

PROVIDE LEGAL DESCRIPTION OF PROPERTY PERTAINING TO THIS PETITION

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

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

PROVIDE LOCATION MAP SHOWING AREA INVOLVING THIS PETITION

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

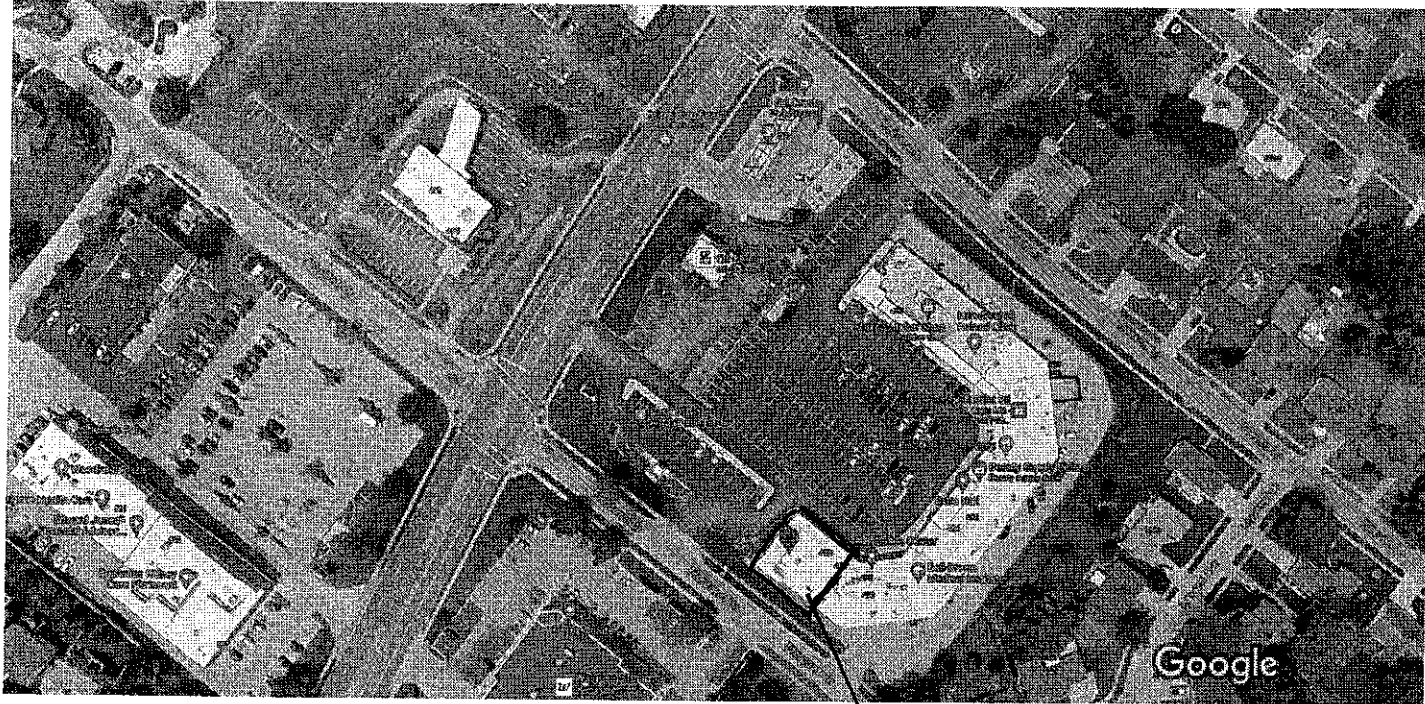
OFFICE USE ONLY

Date Application reviewed _____

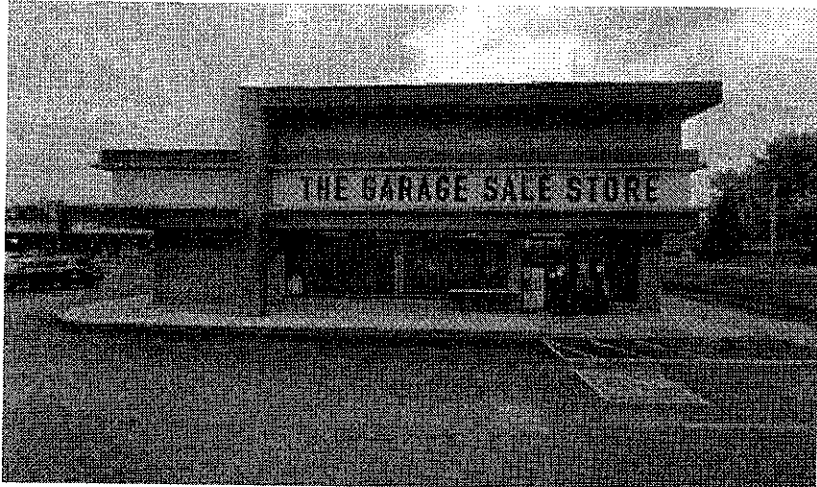
STAFF REMARKS: _____

Building Commissioner or Staff Signature

Google Maps 490 Howdershell Rd








Imagery ©2023 Google, Imagery ©2023 Airbus, CNES / Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2023 Google 50 ft



↙ 58W X 6&L = 3944 SF

490 Howdershell Rd

- 
Directions
- 
Save
- 
Nearby
- 
Send to phone
- 
Share

 490 Howdershell Rd, Florissant, MO 63031

RJ3Q+P6 Florissant, Missouri

Photos

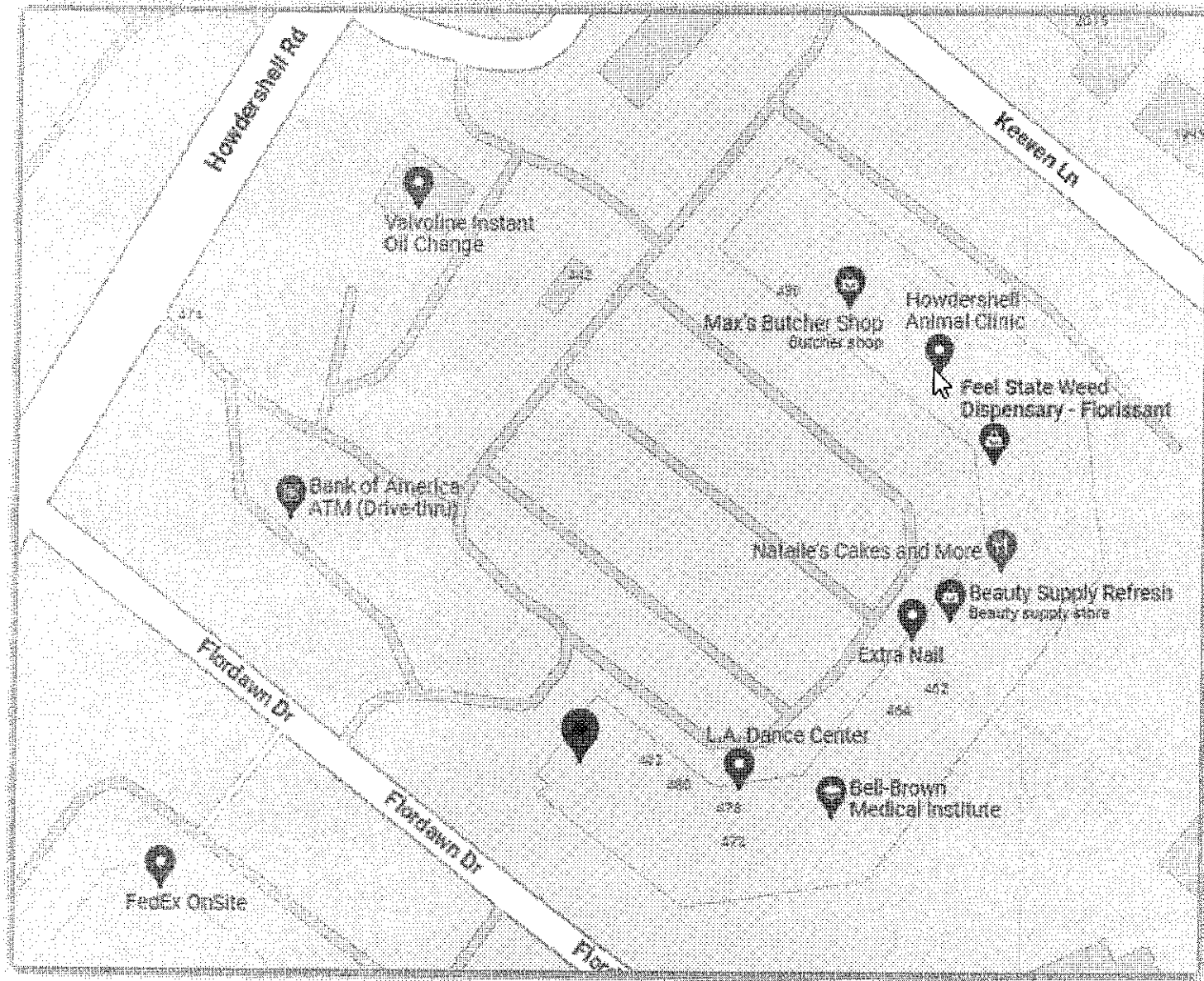
At this place

LibertyX Bitcoin ATM

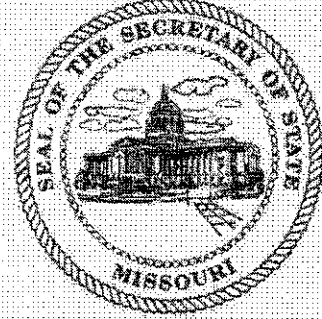
No reviews

ATM · Floor 1





STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

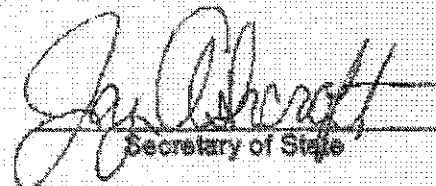
490 JAI GANESHA LLC
LC014491813

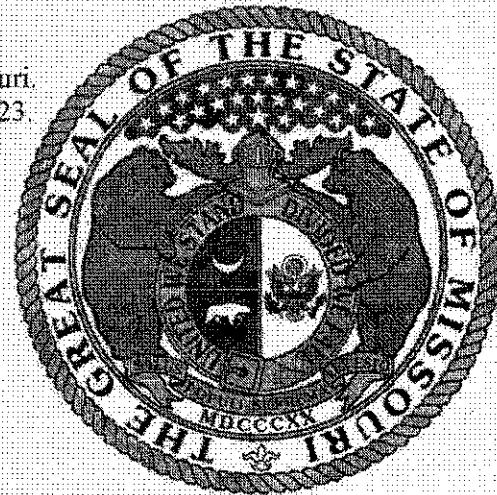
filed its Articles of Organization with this office on the 7th day of September, 2023, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 7th day of September, 2023, 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 7th day of September, 2023.

Effective Date: December 06, 2023


Secretary of State





State of Missouri

John R. Ashcroft, Secretary of State

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

LC014491813
Date Filed: 9/7/2023
Effective: 12/6/2023
John R. Ashcroft
Missouri Secretary of State

Articles of Organization

(Submit with filing fee of \$103.00)

1. The name of the limited liability company is

490 JAI GANESHA LLC

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

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

TO DOING RETAIL BUSSINESS

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

KRUNAL J PATEL 31 Towerbridge Pl Saint Charles, MO 63303-4800

Name Street Address: May not use PO Box unless street address also provided City/State/Zip

4. The management of the limited liability company is vested in: [] managers [x] members (check one)

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: Perpetual

(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer (PO box may only be used in addition to a physical street address):

(Organizer(s) are not required to be member(s), manager(s) or owner(s))

Name Address City/State/Zip
PATEL, KRUNAL 64 Towerbridge Pl Saint Charles MO 63303-4802

7. [] Series LLC (OPTIONAL) Pursuant to Section 347.186, the limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company and are the following:

New Series:

[] The limited liability company gives notice that the series has limited liability.

New Series:

[] The limited liability company gives notice that the series has limited liability.

New Series:

[] The limited liability company gives notice that the series has limited liability.

(Each separate series must also file an Attachment Form LLC 1A.)

Name and address to return filed document:

Name: krunal patel

Address: Email: krunal6149@gmail.com

City, State, and Zip Code:

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

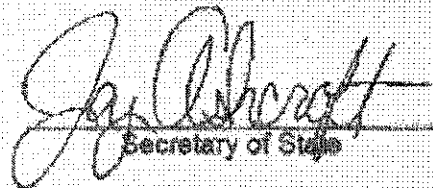
490 JAI GANESHA LLC
LC014491813

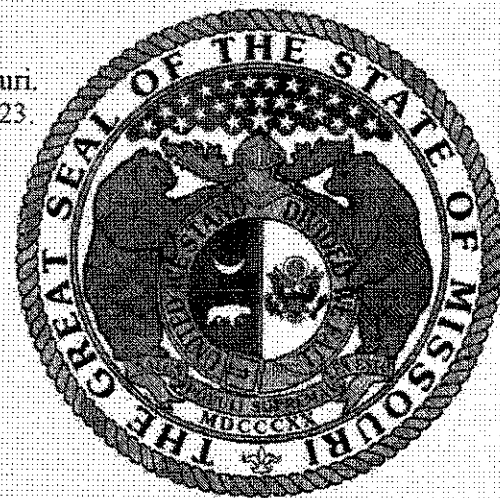
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NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 7th day of September, 2023, the above entity is a Limited Liability Company, organized 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 7th day of September, 2023.

Effective Date: December 06, 2023


Secretary of State





State of Missouri

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

X001777987
Date Filed: 9/7/2023
Expiration Date: 9/7/2028
John R. Ashcroft
Missouri Secretary of State

Registration of Fictitious Name

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

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

Please check one box:

New Registration Renewal Amendment Correction
Charter number Charter number Charter number

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

Business name to be registered: ROYALS LIQUOR
Business Address: 490 Howdershell Rd
City, State and Zip Code: Florissant, MO 63031-6419

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:

Table with 6 columns: 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%. Row 1: Patel, krunal, 64 Towerbridge Pl, Saint Charles, MO, 63303-4802, 100.00

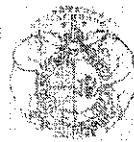
All owners must affirm by signing below

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)

krunal Patel KRUNAL PATEL 09/07/2023
Owner's Signature or Authorized Signature of Business Entity Printed Name Date

Name and address to return filed document:
Name: krunal patel
Address: Email: krunal6149@gmail.com
City, State, and Zip Code:



State of Missouri

John R. Ashcroft, Secretary of State

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

X001777987
Date Filed: 9/7/2023
Expiration Date: 9/7/2028
John R. Ashcroft
Missouri Secretary of State

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Please check one box:

New
[checked] Registration [] Renewal [] Amendment [] Correction
Charter number Charter number Charter number

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Business name to be registered: ROYALS LIQUOR

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

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Table with 6 columns: 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%. Row 1: Patel, krunal, 64 Towerbridge Pl, Saint Charles, MO, 63303 - 4802, 100.00

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krunal Patel KRUNAL PATEL 09/07/2023
Owner's Signature or Authorized Signature of Business Entity Printed Name Date

Name and address to return filed document:

Name: krunal patel

Address: Email: krunal6149@gmail.com

City, State, and Zip Code:

LEASE

THIS LEASE, entered into at St. Louis County, Missouri as of this day of September 8, 2023 by and between KABUL V CENTER COMMERCIAL PROPERTIES, L.L.C., a Missouri Limited Liability Company, ("Landlord"), and, 490 JAI GANESHA LLC a Missouri Limited Liability Company, ("Tenant").

WITNESSETH:

IN CONSIDERATION of the mutual covenants hereinafter contained, and each act performed hereunder by either of the parties, Landlord and Tenant agree as follows:

I. BASIC LEASE PROVISIONS

A. This Article I is an integral part of this Lease and all of the terms hereof are incorporated into this Lease in all respects. In addition to the other provisions which are elsewhere defined in this Lease, the following, whenever used in this Lease shall have the meanings set forth in this Article I:

1. Shopping Center: KABUL V Center – Boardwalk Plaza ("Center"), situated in the City of Florissant, State of Missouri (Article II).
2. Demised Premises: A portion of the Center containing approx. 4000 square feet of gross floor area as indicated on the Site Plan attached as Exhibit A. (Article II). Exact address is 490 Howdershell Rd. Florissant, MO 63031
3. Tenant's Trade Name: Royals Liquor
4. Permitted Use: Royals Liquor and for no other purpose. Tenant shall not engage in any uses prohibited or reserved under Exhibit D-Prohibited Uses and Exclusive Use Provisions.
5. Lease Term: Five (5) years plus (Article III).
6. Rent Commencement Date: February 1, 2024
7. Expiration Date: December 31, 2028
8. Minimum Rent during Lease Term: See Rent Schedule A (Article IV).
9. Estimated Delivery of Possession Date: Immediately upon lease signing.
10. Condition of Premises: "As is"
11. Security Deposit: \$1 (one dollar) (Article XVIII).

12. Option to Renew: See Rent Schedule A (Article IV).

13. Landlord: Kabul V Center Commercial Properties, L.L.C.
119 Church Street, Suite 124
Ferguson, MO 63135

14. Tenant: 490 JAI GANESHA LLC
220 Clarkson Rd.
Ellisville MO, 63011

15. Guarantor: Krunal Patel

16. If tenant is unable to obtain liquor/tobacco licenses in order to operate, this lease will be null and void. Tenant has 30 days from date signed to notify Landlord if liquor/tobacco licenses are not granted.

II. PREMISES

A. Landlord leases to Tenant, and Tenant leases from Landlord, the premises described in Article I (A), Section 2 ("Premises"), as measured from the exterior face of any exterior walls and to the centerline of common walls and outlined on Exhibit "A". The current Shopping Center is more particularly described on Exhibit "B" attached hereto, as shown on Exhibit "A". The Premises location is generally shown as outlined on Exhibit "A." Landlord may exclude any future Outparcel from the definition of the Shopping Center.

B. Landlord reserves the right to maintain, repair, and replace utility lines leading to or from the Premises or under, over, upon or through the Premises as may be reasonably necessary or advisable for the servicing of the Premises or other portions of the Shopping Center. Landlord shall make reasonable efforts not to materially interfere with Tenant's business operation.

III. TERM

The Term of this Lease shall commence upon the date set forth at the top of this Lease and shall expire on the last day of the last consecutive full lease year set forth in Article I (A), Section 7, following the Rent Commencement Date established pursuant to Article I (A), Section 6, unless sooner terminated. The term "lease year" shall mean a period of twelve (12) consecutive full calendar months. If the Rent Commencement Date does not occur on the first day of a calendar month, the first lease year shall include any partial calendar month.

IV. RENT

A. **Minimum Rent.** Tenant agrees to pay to Landlord, at its office or other place

as Landlord may from time to time designate, as "Minimum Rent" for the Premises during the term of this Lease, without any deduction or setoff, the amount(s) set forth in Schedule A, in advance, on the first day of each calendar month. Minimum Rent and the amounts to be paid by Tenant pursuant to Articles V, VII, and VIII hereof shall be prorated on a per diem basis (based upon a thirty (30) day calendar month) for any partial month included in the first lease year.

B. Gross Sales. N/A- Not applicable.

V. TAXES

A. Real Estate Taxes and Assessments. N/A: Included in Rent. Tenant agrees to pay Tenant's proportionate share of all real estate taxes and assessments, together with any and all reasonable expenses incurred by Landlord in negotiating, appealing or contesting such taxes and assessments (including the costs of any contingent fee tax consultants), both general and special, levied and assessed against the land, buildings, and all other improvements which may be added thereto, or constructed within the Shopping Center ("Taxes"). The term Taxes shall be further defined as the amount stated on the tax duplicate for the Shopping Center from the taxing authority which is due and payable by Landlord in the calendar month prior to the accrual of any penalties and/or interest. Tenant's proportionate share shall be the total amount of the Taxes, multiplied by a fraction, the numerator of which shall be the number of square feet of gross leasable area within the Premises, and the denominator of which shall be the gross leasable area of the existing buildings within the Shopping Center at the time the Taxes were levied or assessed, but excluding the gross leasable area of any premises which are separately assessed for tax purposes and billed to an entity other than Landlord or paid directly by an entity other than Landlord, even though billed to Landlord. The amount of taxes so separately assessed and billed are not to be included in determining Tenant's proportionate share of taxes. Tenant shall pay to Landlord, monthly in advance, an amount equal to one-twelfth (1/12th) of Tenant's proportionate share of Landlord's estimate of Taxes for the current tax year together with its proportionate share of all reasonable costs and expenses paid or incurred by Landlord in connection with efforts to reduce or prevent an increase in taxes. If Tenant's proportionate share of Taxes with respect to any tax year is less than the total amount paid by Tenant for such period, the excess shall be credited against the payments with respect to Taxes next becoming due (or paid to Tenant if such adjustment is at the end of the term). If Tenant's proportionate share of Taxes for any tax year exceeds the total amount paid by Tenant for such period, Tenant shall pay the difference to Landlord upon demand. Tenant shall not be obligated to contribute to the payment of any fine, penalty or interest assessed against Landlord for Landlord's failure to fully pay Taxes when due except when the delay is due to Tenant's failure to pay. The tax charges to Tenant shall not include any administrative charges for Landlord's handling of the tax payment. (N/A: Included in

B. Separately Assessed Real Estate Taxes. If Tenant's Premises are separately assessed for tax purposes, then Tenant shall pay all of the taxes assessed thereon. This tax payment shall be in lieu of Tenant's tax obligation under Paragraph A. above, but shall be paid in the same manner as set forth in Paragraph A.

C. Rental Taxes. If any governmental taxing authority levy, assess, or impose any tax, excise or assessment (other than income or franchise tax) upon or against the rents payable by Tenant to Landlord ("Rent Tax"), either by way of substitution for or in addition to any existing tax on land, buildings or otherwise, Tenant shall directly pay, or reimburse Landlord for, the Rent Tax, as the case may be.

VI. CONSTRUCTION

A. Landlord's Work. N/A: As-Is condition. Landlord agrees to perform or cause to be performed such work in the construction of the Premises as may be set forth as Landlord's Work in Exhibit "C" attached hereto and made a part hereof, such work to be substantially in accordance with the specifications set forth in said Exhibit "C". Except as set forth in Exhibit C, Tenant takes the Premises "as is".

B. Delivery of Premises. Landlord shall use reasonable efforts to deliver the Premises to Tenant, with Landlord's Work substantially complete, on or before the Estimated Delivery of Possession Date set forth in Article I (A), Section 10, herein, subject to delays caused by acts of God, government or public enemy, labor disputes, inability to obtain material or labor on reasonable terms, failure of Tenant to perform Tenant's obligations pursuant to Section C of this Article VI, including, but not limited to, Tenant's failure to provide Landlord, promptly upon Tenant's receipt of Landlord's request, information needed for Landlord to complete Landlord's Work, or other cause beyond the control of Landlord. Under no circumstances shall Landlord be liable for any delay or failure to commence or complete its construction or deliver possession of the Premises to Tenant. Notwithstanding the foregoing, in the event Landlord fails to deliver the Premises to Tenant with Landlord's Work substantially complete on or before ninety (90) days following the Estimated Delivery Date, subject to Tenant delays and force majeure, then either party shall have the right to terminate this Lease by delivering written notice to the other. The written notice shall set forth the date of termination which shall be not less than thirty (30) days following the date of receipt by the other of the termination notice. If Landlord delivers the Premises prior to the effective termination date contained in the notice, then the termination shall be deemed rescinded and delivery shall be considered timely made. If terminated, Landlord shall return any monies paid to it by Tenant. Landlord shall be liable to Tenant to repair all latent defects with respect to Landlord's Work (as set forth in Exhibit C) discovered by Tenant within one (1) year of the Rent Commencement Date. For purposes of this Section, the term "substantial completion" shall mean completion of Landlord's Work such that Tenant can commence Tenant's Work

without material interference by Landlord while Landlord is completing Landlord's Work. Within ten (10) days after delivery of the Premises to Tenant, Tenant shall prepare and deliver to Landlord a "punch-list" of items of Landlord's Work which remain incomplete, which punch-list items Landlord will promptly (within 30 days) remedy. In the event Tenant does not deliver said punch-list to Landlord within said ten (10) day period, Tenant shall be deemed to have accepted the Leased Premises "as is", subject to Landlord's obligation to repair latent defects as provided above. In the event that a dispute shall arise as to whether or not Landlord's construction of the Premises is substantially completed, a certification of Landlord's architect that such construction is substantially completed in accordance with plans and specifications therefore shall be conclusive and binding upon the parties hereto.

In the event that Tenant fails to promptly and/or timely provide Tenant plans or respond to Landlord requests for needed input which will allow Landlord to complete its work, Landlord reserves the right to declare its work completed and to deliver the Premises to Tenant in its then condition subject to Landlord completing any additional work needed after receiving from Tenant the required information or plans. In such situation delivery shall be deemed made upon the date Landlord declares such delivery to have occurred irrespective of what additional work Landlord may be required to perform once the required information is received.

C. Tenant's Construction. Not later than fifteen (15) days after Lease execution, Tenant shall prepare and deliver to Landlord detailed plans and specifications of the improvements to the Premises to be constructed by Tenant in compliance with Exhibit C attached hereto and made a part hereof. Within fifteen (15) days following Landlord's receipt of Tenant's plans and specifications Landlord shall notify Tenant whether Tenant's plans and specifications are acceptable to Landlord. If Tenant's plans and specifications are not acceptable to Landlord, Landlord will advise Tenant of the required modifications to Tenant's plans and specifications. If Landlord timely notifies Tenant that the plans and specifications are not acceptable to Landlord, Tenant shall modify and deliver to Landlord its revised plans and specifications within five (5) days from receipt of Landlord's required modifications. Landlord and Tenant will continue this process until Landlord has approved Tenant's plans and specifications ("Tenant's Work"). Within ten (10) days from receipt of Landlord's approval of Tenant's plans and specifications, Tenant will apply for any and all permits and other governmental approvals necessary to perform Tenant's work and Tenant will diligently prosecute such application until approved. Tenant shall not modify Tenant's plans and specifications approved by Landlord without Landlord's prior written consent. Upon Tenant's receipt of Landlord's notice that the Premises are available for Tenant to commence Tenant's Work, and provided Landlord has approved Tenant's plans and specifications, Tenant will commence construction of Tenant's improvements to the Premises in accordance with the approved plans and specifications. Tenant will use reasonable good faith efforts to complete

construction of Tenant's improvements, fixture and stock the Premises and initially open for business to the public on or before the Outside Opening Date provided in Section 11 of the Basic Lease Provisions. In no event shall the Outside Opening Date be extended as a result of Tenant's failure to deliver plans and specifications and any revisions thereto, file for permits or applications, commence construction, complete construction, or to stock or fixture the Premises in accordance with the timetables set forth in this Lease. Tenant shall not commence any work in the Premises until Tenant delivers to Landlord a policy of public liability and property damage insurance in accordance with the requirements of Article XII of this Lease.

D. Miscellaneous. Tenant shall be required to control and retain noise, dust or other materials within the Premises, subject to directives from Landlord. Tenant shall be required to clean all H.V.A.C. filters clogged with dust, or other materials resulting from its construction activities.

VII. COMMON AREAS

A. Common Areas. Landlord grants to Tenant and Tenant's customers and invitees the non-exclusive right to use the areas designated by Landlord from time to time as Common Areas as shown in Exhibit "A". The term "Common Areas" shall mean the parking areas, roadways, pedestrian sidewalks, exterior surfaces of Shopping Center buildings, landscaped areas, fire corridors, meeting areas and public restrooms, and all other areas or improvements which may be provided by Landlord for the common use of the tenants of the Shopping Center. Landlord hereby reserves the following rights with respect to the Common Areas:

1. To establish reasonable rules and regulations for the use thereof;
2. To use or permit the use by others to whom Landlord may have granted such rights for promotional activities;
3. To close all or any portion thereof as may be deemed necessary by Landlord's counsel to prevent a dedication thereof or the accrual of any rights to any person or the public herein;
4. To change the layout of such Common Areas, including the right to reasonably add to or subtract from their shape and size, whether by the addition of building improvements or otherwise, and shall have the right to retain revenue from income producing events whether or not conducted for promotional purposes; and
5. To operate, manage, equip, light, repair and maintain said Common Areas for their intended purposes in such a manner consistent with other similar shopping centers in the St. Louis metropolitan area.

B. Common Area Charge. N/A: Included in rent. Tenant shall pay to Landlord as a "Common Area Charge" a proportionate share of all costs and expenses of every kind and nature paid or incurred by Landlord in operating, maintaining, repairing and managing the Common Areas, including but not limited to, cleaning, lighting, repairing, painting, maintaining, monitoring and replacing all Common Area improvements, roofs (not replacing), systems and buildings within the Shopping Center; snow removal, landscaping and security; restriping and overlay of the parking lot; painting of exterior surfaces of the Shopping Center buildings; public liability, property damage, fire and extended coverage and such other insurance as Landlord deems appropriate for the Center and the Center related employees, including, but not limited to, the cost of Landlord's insurance provided for in Article XII, herein (including any deductible or self-insured retention costs incurred by Landlord in connection with any loss); total compensation and benefits (including premiums for Worker's Compensation and other insurance) paid to or on behalf of employees; personal property taxes; supplies; fire protection (including fire sprinkler monitoring in the various premises); utility charges; licenses and permit fees; reasonable depreciation of equipment used in operating and maintaining the Common Areas and rent paid for leasing such equipment, any fees paid or assessed by Landlord for management of the Shopping Center, including administrative costs equal to fifteen percent (15%) of the aforementioned expenses. Common Area lighting shall be maintained from dusk to at least n/a.

Tenant's Common Area Charge shall be determined by multiplying the total cost incurred by Landlord by the ratio of the square feet within the Premises to the gross leasable area within all of the buildings in the Shopping Center existing at the time of such calculation, excluding with respect to any item the square footage of any tenant in the Shopping Center which provides such item at its own expense for the portion of the Common Areas within such tenant's demised premises and the amount of such item shall not be included in determining the amount of Tenant's Common Area Charge.

Tenant's Common Area Charge shall be paid in monthly installments on the first day of each month in an amount to be reasonably estimated by Landlord. Subsequent to the expiration of the period used by Landlord in estimating Landlord's cost, Landlord shall furnish to Tenant a statement of the actual amount of Tenant's proportionate share of such Common Area Charge for such period and within fifteen (15) days thereafter Tenant shall pay to Landlord or Landlord shall remit to Tenant, as the case may be, the difference between the estimated amounts paid by Tenant and the actual amount of Tenant's Common Area Charge for such period as shown by such statement. Landlord shall make available for Tenant's inspection at a reasonable location to be determined by Landlord, during normal business hours, upon reasonable notice from Tenant, Landlord's records relating to Common Area Charges. Tenant's right to audit shall only arise if the following conditions are all met: (a) Tenant is not in monetary default at the time of its audit request or at any time during its audit, (b) Tenant's CAM charges for the audited

year increased by more than five percent (5%) over the previous year, and (c) Tenant's audit request is made within one (1) year following the year that it seeks to audit. Landlord shall have no obligation to make available its records to Tenant for audit if no audit request by Tenant is made within that one (1) year period. Tenant's rights hereunder may be exercised only by independent certified public accountants and in no event shall be conducted by (a) any former employee of Landlord or Landlord's managing agent or (b) any auditor working for a contingency fee or fee based upon tenant's saving or refund. Tenant shall keep all information gained from such audit confidential and such information may be used by Tenant only in dealing directly with Landlord (or as may be required by law, by any court, or any other proceeding by which Tenant is required to release such information.

C. Fire Sprinkler System Costs. Notwithstanding anything to the contrary in this Lease, its Exhibits or the plan or construction documents, in the event that any entity having authority over the Premises requires monitoring of the fire sprinkler system serving the Premises, Tenant shall pay the cost of the set up and the ongoing monitoring. If the fire sprinkler system only serves Tenant's Premises, then Tenant shall pay the entire monitoring cost. If Tenant's fire sprinkler system is used by more than Tenant's Premises, then Landlord will contract for the set up and the monitoring of the system serving more than one tenant's premises and the cost for the set up and ongoing monitoring shall be allocated amongst the tenants sharing the same based upon the ratio that the square footage of each tenant's premises bears to the total square footage of all of the premises utilizing the common fire sprinkler system.

VIII. UTILITIES AND RUBBISH DISPOSAL

A. Utility Charges. Commencing on the date Landlord delivers the Premises to Tenant, Tenant shall pay for all utilities provided to or for the benefit of the Premises, including but not limited to water/sewer, demand or reservation fees, gas, electricity, fuel, light, heat, power, telephone, cable, and trash and garbage removal, together with all taxes levied or other charges on such utilities and governmental charges based on utility consumption, Tenant shall be responsible for the cost of maintaining the utility lines serving the Premises from the meter junction inward to and within the Premises and any return lines from the Premises to the main trunk line. Landlord shall, at its sole cost and expense, pay for the cost of installation of meters for the Premises and any and all related costs and expenses if such meters do not already exist at the Premises. If any utilities are not separately metered, or are only partly separately metered, and are used in common with other tenants of the Shopping Center, or are charged directly to Landlord for Tenant's use, Tenant shall pay to Landlord its proportionate share of such use in common charges computed either (a) by multiplying such charges by the ratio of the square feet

within the Premises to the square feet of all tenants using such common facilities, or (b) the amount assessed by Landlord applying a reputable industry standard system for assessing utility usage and for and charge to Tenant but billed to Landlord, the amount so charged. Said payments may be estimated by Landlord and paid each month to Landlord by Tenant as Additional Rent subject to a year end "true up" similar to Common Area Maintenance Charges.

B. Rubbish Disposal. Tenant shall be responsible for making suitable and appropriate arrangements for its rubbish removal and disposal. Tenant shall comply with Landlord's reasonable rules and regulations concerning rubbish disposal and use of rubbish disposal facilities. Landlord has provided dumpster services for all tenants. If any additional trash requirements are needed, additional pickups can be added to current services at an additional fee. No markup, direct costs from trash company. Landlord will request trash/litter control in the direct area in front of tenants space.

In addition to all other rents and charges, in the event that Tenant occupies a portion of the Shopping Center in which Landlord assumes responsibility for rubbish removal services, Tenant shall pay its proportionate share of the cost to provide common rubbish services, including maintenance and repair of the dumpsters and dumpster sites. Tenant's share shall be determined by applying a fraction to the total cost incurred, the numerator of which shall be the Gross Leasable Area of Tenant's Premises and the denominator of which shall be the total Gross Leasable Area of the Shopping Center where the common rubbish services are provided. Tenant shall pay its proportionate share at the same time and on the same basis as it pays its other Common Area charges and shall be subject to the same penalties for failure to timely do so.

IX. USE OF PREMISES BY TENANT

A. Tenant's Use of Premises. Tenant shall use the Premises only for the uses set forth in Article I (A), Section 4, of this Lease and for no other purpose without the prior written consent of Landlord.

B. Operation of Business. Tenant agrees to open its store for business on or before the Outside Opening Date, fully fixtured, stocked and staffed. Once open for business to the general public, Tenant agrees to continuously conduct in 100% of the Premises, from n/a to n/a, on all business days during the Term of this Lease and any renewal or extension thereof, the business described in Article I (A), Section 4, above, except where Tenant is prevented from doing so by strikes, casualty or other causes beyond Tenant's control

C. Landlord Right to Recapture. In the event Tenant's operations from the Premises are discontinued for a period exceeding thirty (30) consecutive days for reasons other than damage or casualty which are not caused by Tenant, or

due to force majeure, Landlord may, but is not required to, terminate this Lease upon written notice to Tenant, whereupon this Lease shall terminate thirty (30) days following Tenant's receipt of such Landlord Notice (if Tenant has failed to provide a then current address where Tenant can be reasonably found then service may be made by Landlord by posting the Landlord Notice of Landlord's election to terminate on the exterior surface of the door of the Premises and such posting shall constitute delivery to Tenant of the Landlord Notice as of the date of posting). Upon the date immediately following the thirtieth (30th) day from the date of service of the Landlord's Notice as set forth herein ("Termination Date"), the Lease shall be deemed terminated, and both parties shall, upon termination, be fully relieved from all future Lease obligations arising thereunder except for (a) any costs or damages incurred by Landlord in the removal, storage or disposition of any Tenant property remaining within the Premises after the Termination Date, and (b) any costs incurred by Landlord in repairing any damage to the Premises to restore the Premises to the condition required for its return under the Lease. Nothing herein shall relieve a party from any obligation to the other which accrued prior to the Termination Date.

X. TENANT'S COVENANTS WITH RESPECT TO OCCUPANCY

A. Tenant agrees:

1. To occupy the Premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies having jurisdiction over the Premises, and without committing or permitting waste;
2. To neither do nor suffer anything to be done or kept in or about the Premises which contravenes Landlord's insurance policies or increases the premiums therefor;
3. To keep its show or display windows, canopy and electric signs lighted until at least 9:30 P.M. local time of each day or until time thirty (30) minutes after the close of each business day, whichever is the later;
4. To permit no reproduction of sound which is audible outside the Premises nor permit odors to be unreasonably dispelled from the Premises;
5. To place no sign on the exterior of the Premises or on the interior surface of any windows of the Premises without Landlord's prior written consent and in accordance with the requirements of all applicable laws and regulations, and all other governmental requirements. Tenant shall maintain all signs placed upon the Premises by Tenant in good condition and repair. Tenant agrees not to display any banners, pennants, searchlights, window signs, or similar temporary advertising media on or about the Premises. Upon vacating the Premises,

Tenant agrees to remove all signs installed by Tenant and repair all damage caused by such removal.

6. To place no merchandise, sign or other thing of any kind in the vestibule or entry of the Premises or on the sidewalks or other Common Areas adjacent thereto.

7. To park Tenant's vehicles and to require all employees to park only in such places as may be designated from time to time by Landlord for the use of Tenant and its employees, and specifically not to permit parking of any Tenant or employee vehicles in any service court area. Landlord reserves the right to impose fines against Tenant for any violation of these parking restrictions by Tenant and/or Tenant's employees and to have towed, at Tenant's cost and expense, any automobile parked in violation of this Section;

8. To keep any rubbish, garbage and waste generated by Tenant from the Premises in proper dumpsters provided by Tenant adjacent to the premises or such other area designated by Landlord from time to time until such rubbish, garbage and waste is removed from the Shopping Center and to permit no refuse to accumulate around the exterior of the Premises;

9. To neither load nor unload or permit the loading or unloading of merchandise, equipment or other property from any doors of the Premises that open onto the front sidewalk areas, nor from any other doors except from the rear of the Premises and to use its best efforts to prevent the parking or standing of vehicles and equipment upon Shopping Center land except when actually engaged in loading or unloading;

10. To conduct no auction, fire, bankruptcy, liquidation or going-out-of-business sale without the prior written consent of Landlord;

11. To permit Landlord free access to the Premises at all reasonable times and upon reasonable prior notice (except that no notice shall be required in emergency situations) for the purpose of examining or making repairs to the Premises that Landlord may deem necessary or desirable for the safety or preservation thereof;

12. To permit no lien nor notice of intention to file lien or other charge which might be or become a lien or encumbrance or charge upon the Premises or any part thereof. If any mechanic's or other liens shall at any time be filed against the Premises or any part thereof by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded in accordance with applicable law within 20 days of Landlord's notice;

13. To solicit no business in the Common Areas, nor distribute handbills or other advertising matter to customers, nor place the same in or on automobiles in the Common Areas;

14. To comply with all reasonable rules and regulations which Landlord may from time to time establish for the use and care of the Premises and the Common Areas;

15. To participate in any reasonable window cleaning and exterminating programs that may be established by Landlord;

16. To prohibit the operation on the Premises or in any part of the Shopping Center of any coin or token-operated vending machines, video games or similar devices, except that Tenant may operate on the Premises no more than two (2) inside vending machines;

17. To permit Landlord or its agents, during the ninety (90) day period preceding the expiration of the Term of this Lease, to show the Premises to potential tenants, and to place on the Premises notices offering the Premises for lease or sale;

18. That it shall not make any penetrations through the roof of the Premises without the prior written consent of Landlord; and

19. Except for those matters caused by the negligence or intentional act of Landlord or its agents, officers, employees, or contractors, to defend, protect, indemnify and hold Landlord harmless from and against any and all claims, causes of action, liabilities, damages, costs and expenses, including, without limitation, attorney fees, arising because of any alleged personal injury, property damage, death, nuisance, loss of business or otherwise, by Tenant, any employee of Tenant, or from and against any governmental act or enforcement, arising from or in any way connected with conditions existing or claimed to exist with respect to Hazardous Materials (as hereinafter defined) within the Shopping Center which are the result of Tenant's use, occupancy or operation of the Premises. As used herein the term "Hazardous Materials" shall be defined as any hazardous substance, contaminant, pollutant or hazardous release (as such terms are defined in any federal, state or local law, rule, regulation or ordinance, including without, limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended) and other said wastes.

20. In the event Landlord elects to make any additions or changes to the Premises and/or Shopping Center, Tenant shall, at Landlord's cost and expense, upon Landlord's request: (i) temporarily relocate and/or remove Tenant's signage; and/or (ii) modify Tenant's signage to conform to Landlord's signage

criteria, then in effect, that applies to the Shopping Center, provided such requirements are uniformly applied and enforced.

XI. REPAIRS AND ALTERATIONS

A. Repairs by Landlord. Landlord shall keep the foundations, roof, exterior walls and structural portions of the Premises in good repair, except for repairs required thereto by reason of the acts of Tenant, Tenant's employees, agents, invitees, licensees, or contractors. Notwithstanding anything herein to the contrary, some or all of these repairs will be subject to inclusion in Tenant's Common Area Charge, including, but not limited to, the cost of painting of the outer walls of the Premises. Tenant shall give Landlord written notice of the necessity for repairs coming to the attention of Tenant following which Landlord shall have a reasonable time to undertake and complete such repairs. The provisions of this Article XI, Section A, shall not apply in the case of damage or destruction by fire or other casualty or by Eminent Domain, in which events the obligations of Landlord shall be controlled by either Article XIII or Article XV hereof. It is expressly understood that Landlord shall not be responsible for any portions of the Premises constructed by Tenant or any prior occupant of the Premises.

B. Repairs by Tenant. Except as provided in Article XI, Section A, Tenant shall keep the Premises and any fixtures, facilities, signs or equipment contained therein, in good condition and repair, including, but not limited to, exterior and interior portions of all doors, door checks and operations, windows, plate glass, and showcases surrounding the Premises, the heating, air conditioning, electrical, plumbing and sewer systems all from the place of metering inward to and within the Premises and return lines to the main trunk line, the exterior doors, window frames, and all portions of the store front area, and shall make any replacements thereof and of all broken and/or cracked plate and window glass which may become necessary during the term of this Lease, and any renewals thereof, excepting any repairs to items of Landlord's original construction made necessary by reason of damage due to fire or other casualty covered by standard fire and extended coverage insurance.

No electrical, plumbing or Tenant Work which exceeds Five Hundred Dollars (\$500.00) shall be performed by Tenant unless Landlord has approved such Work in advance. Tenant shall comply with all requirements for permits prior to commencement of such Work.

C. Alterations or Improvements by Tenant. After making its initial leasehold improvements and except as provided herein, Tenant shall not, without Landlord's prior written consent, make, nor permit to be made, any alterations, additions or improvements to the Premises which consent shall not be unreasonably withheld. Any alterations which may be permitted by Landlord shall be based upon plans and specifications submitted by Tenant and approved by Landlord and upon the

condition that Tenant shall promptly pay all costs, expenses, and charges thereof, shall make such alterations and improvements in accordance with applicable laws and building codes and ordinances and in a good and workmanlike manner, and shall fully and completely indemnify Landlord against any mechanic's lien or other liens or claims in connection with the making of such alterations, additions, or improvements. Tenant shall promptly repair any damages to the Premises, or to the buildings of which the Premises are a part, caused by any alterations, additions or improvements to the premises by Tenant.

D. Removal of Improvements. All items of Landlord's construction, all heating and air conditioning equipment, and all permanent alterations, additions and other improvements by Tenant shall become the property of Landlord and shall not be removed from the Premises. All Landlord permitted or approved alterations, additions and other improvements by Tenant shall be the property of Tenant during the Term of this Lease, but shall become the property of Landlord upon the expiration or earlier termination of this Lease and Tenant shall not be required to remove such Landlord permitted or approved alterations, additions or improvements from the Premises. All trade fixtures, furniture, furnishings, and signs installed in the Premises by Tenant and paid for by Tenant shall remain the property of Tenant and may be removed upon the expiration of the term of this Lease; provided that any of such items as are affixed to the Premises and require severance may be removed only if Tenant repairs any damage caused by such removal. If Tenant fails to remove such items from the Premises prior to the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings, and signs shall become the property of Landlord unless Landlord elects to require their removal, in which case Tenant shall promptly remove same and restore the Premises to its prior condition. In the event Tenant fails to remove all such trade fixtures, furniture, furnishings, and signs within ten (10) days after Landlord elects to require their removal, Landlord shall have the right to remove same and sell such trade fixtures, furniture, furnishings, and signs to pay for the cost of removal.

XII. INDEMNITY AND INSURANCE

A. Indemnification by Tenant. Subject to the provisions of Article XII E, below, except to the extent caused by the negligence or intentional act of Landlord, its agents, officers, employees or contractors, Tenant shall indemnify and hold Landlord harmless from and against all loss, cost, expense, and liability whatsoever (including Landlord's cost of defending against the foregoing, such cost to include attorney's fees) resulting or occurring by reason of Tenant's construction, use or occupancy of the Premises.

B. Public Liability Insurance. Tenant agrees to carry public liability insurance covering the Premises and Tenant's use thereof, together with contractual liability endorsements covering Tenant's obligations set forth in Article XII, Section A, above, in companies and in a form satisfactory to Landlord, with a minimum limit of One Million (\$1,000,000.00) on account of bodily injuries to or death or property damage for each occurrence and a minimum limit of Two Million Dollars (\$2,000,000.00) general aggregate. Such insurance shall also provide that the general aggregate limits apply separately to each insured location, if applicable. Tenant shall deposit with Landlord prior to the date of any use or occupancy of the Premises by Tenant certificates evidencing the required coverages. Tenant's insurance policy shall name Landlord and such other parties as Landlord may from time to time designate in writing to Tenant as additional insureds under Tenant's insurance policy and shall bear endorsements to the effect that the insurer agrees to notify all additional insureds not less than thirty (30) days in advance of any modification or cancellation thereof. From time to time the limits of insurance may be increased but not decreased by Landlord as is reasonable to remain comparable with other similar Centers.

C. Landlord's Liability. Subject to the provisions of Article XII, Section E, below, Landlord shall not be liable (i) for any damage to Tenant's property located in the Premises, regardless of the cause of such damage except for damages caused by the negligence or intentional act of Landlord or its agents, officers, employees or contractors, (ii) for any acts or omissions of other tenants of the Shopping Center, nor (iii) for any condition of the Premises whatsoever unless Landlord is responsible for the repair thereof, and has failed to make such repair after notice from Tenant of the need therefor, and expiration of a reasonable time for the making of such repair.

D. Fire and Extended Coverage Insurance. Landlord agrees to carry policies insuring the improvements on the Shopping Center constructed by Landlord against fire and such other perils as are normally covered by extended coverage endorsements in the county where the Premises are located, in an amount equal to at least eighty percent (80%) of the insurable value of such improvements, together with insurance against such other risks (including earthquake, flood, loss of rent, environmental risk and such other coverages as Landlord, in its reasonable discretion, deems appropriate for similarly located shopping centers) and in such amounts as Landlord deems appropriate. Tenant agrees that the total cost of the foregoing insurance as well as Landlord's other Center specific insurance such as general liability policies shall be included in the Common Area charge as provided for in Article VII, Section B, of this Lease, that the insurance costs are not limited by any limitation on Common Area Maintenance expenses, and that Tenant shall pay its proportionate share of the foregoing insurance per said Subsection. Tenant shall have no rights in said policy or policies maintained by Landlord and shall not, by reason of such reimbursement, be entitled to be a named insured thereunder. Landlord's insurance costs to be included in CAM shall not be limited by any limit

set on CAM as may be provided in Article VII. B. or elsewhere and each year Tenant shall pay its full proportionate share of Landlord's insurance regardless of what other limits are placed on its CAM expense. In the event any of Landlord's policies insures Premises or risks other than the Shopping Center or the rents therefrom, the statement of the insurer shall be conclusive as to the portion of the total premium attributable to the Shopping Center. Tenant agrees to carry insurance against fire and such other risks as are, from time to time, included in standard extended coverage endorsements, insuring Tenant's stock-in-trade, trade fixtures, furniture, furnishings, special equipment, floor and wall coverings, and all other items of personal property of Tenant located on or within the Premises, such coverage to be in an amount equal to at least eighty percent (80%) of the replacement cost thereof. Prior to the Commencement Date of this Lease, Tenant shall furnish Landlord with a certificate evidencing such coverage.

E. Mutual Waiver of Subrogation. All insurance policies carried by either party covering the Premises, including but not limited to contents, fire, and casualty insurance, shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party. Tenant and Landlord further agree to waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers, and employees, for any injury to or death of persons or any damage or destruction of persons, property or business which shall occur on or about the Premises originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees to the extent such injury, death or property damage is covered or is required hereunder to be covered by a policy or policies maintained by either Landlord or Tenant pursuant to this Lease.

XIII. DAMAGE AND DESTRUCTION

In the event the Premises are damaged by any peril covered by standard policies of fire and extended coverage insurance, the damage shall, except as hereinafter provided, promptly be repaired by Landlord, at Landlord's expense but, that in no event shall Landlord be required to repair or replace Tenant's stock-in-trade, trade fixtures, furniture, furnishings, equipment or personal property, which shall be the obligation of Tenant to replace to at least equal condition immediately prior to such damage. In the event (a) the Premises are damaged to the extent of twenty-five percent (25%) or more of the cost of replacement of the Premises, or (b) any damage to the Premises in excess of twenty-five thousand dollars (\$25,000.00), which occurs during the last year of the term of this Lease, Landlord may elect either to repair or rebuild the Premises or the buildings on the Shopping Center, as the case may be or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the event causing the damage. If the casualty, repairing, or rebuilding shall render the Premises untenable, in whole or in part, a proportionate abatement of the Minimum Rent shall be allowed until the date Landlord completes the repairs or rebuilding. In

the event the Premises cannot reasonably be repaired or restored within two hundred forty (240) days after such casualty or within sixty (60) days after such casualty during the last year of the Term, then Tenant shall have the right to terminate this Lease, provided notice of intent to cancel is received by Landlord within sixty (60) days after such casualty.

XIV. ASSIGNING AND SUBLETTING

Tenant shall not sublet the Premises or any part thereof nor assign this Lease.

XV. EMINENT DOMAIN

In the event the Shopping Center or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriate proceedings or by any right of eminent domain, the entire compensation award thereof, including, but not limited to, all damages as compensation for diminution in value of the leasehold, reversion and fee, shall belong to Landlord, without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title, and interest to any such award. Tenant shall have the right to recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded to Tenant.

In the event of a taking under the power of eminent domain of (i) more than twenty-five percent (25%) of the Premises or (ii) a sufficient portion of the Shopping Center so that after such taking less than fifty percent (50%) of the leasable floor area within all buildings located on the Shopping Center (as constituted prior to such taking) are occupied by tenants, either Landlord or Tenant shall have the right to terminate this Lease by notice in writing given within ninety (90) days after the condemning authority takes possession, in which event all rents and other charges shall be prorated as of the date of such termination.

In the event of a taking of any portion of the Premises not resulting in a termination of this Lease, Landlord shall use so much of the proceeds of Landlord's award for the Premises as is required therefore to restore the Premises to a complete architectural unit and this Lease shall continue in effect with respect to the balance of the Premises, with a reduction of Minimum Rent in proportion to the portion of the Premises taken.

XVI. DEFAULT BY TENANT

If Tenant defaults in the payment of Minimum Rent or other charges and such payment is not made within five (5) days following Landlord's written notice that same is due, or if Tenant shall default in the performance of any other of Tenant's obligations hereunder and Tenant fails to remedy such default within twenty (20) days after written notice from Landlord (or such longer period if the remedy cannot be completed within said period provided Tenant has commenced to cure the default within the period and

diligently pursues same to completion), provided that in no event shall Landlord be obligated to provide Tenant with written notice of any default, monetary or otherwise, more than twice per calendar year, or if a receiver of any property of Tenant on the Premises is appointed, or Tenant's interest in the Premises is levied upon by legal process, or Tenant be adjudged bankrupt and Tenant fails within thirty (30) days to cause the vacation of such appointment, levy or adjudication, or if Tenant files a voluntary petition in bankruptcy, disposes of all or substantially all of its assets in bulk, or makes an assignment for the benefit of its creditors, then and in any such instance, without further notice to Tenant, Landlord shall have the right to exercise any and all rights or remedies available to Landlord at law, in equity or otherwise, arising from such default, including but not limited to the right to (i) terminate this Lease, or (ii) enter upon the Premises without terminating this Lease and relet the Premises in Landlord's name for the account of Tenant for the remainder of the term upon terms and conditions reasonably acceptable to Landlord and immediately recover from Tenant any deficiency for the balance of the term, plus expenses of reletting. In addition to the foregoing, any time after such default and the lapse of any applicable notice period, Landlord may make such payments in default or perform such act in default for the account and at the expense of Tenant, and all unpaid Minimum Rent or other charges which are not paid when due shall incur a late fee commencing on the fifth (5th) day following the payment due date of Five Percent (5%) of the amount due each month or part thereof, together with a penalty of Five Dollars (\$5.00) per day until paid. and all sums paid by Landlord in remedying Tenant's default in payment, including reasonable attorneys' fees, shall accrue interest at the annual rate of ten percent (10%) ("Interest Rate") which shall constitute additional rent under this Lease and shall be payable upon demand. Notwithstanding the foregoing, Landlord shall have no duty to mitigate the damages suffered by Landlord rising from the default by Tenant of any of its obligations under this Lease. If Tenant shall issue a check to Landlord which is dishonored by Tenant's depository bank and returned unpaid for any reason, including without limitation, due to insufficient funds in Tenant's checking account, Tenant shall pay to Landlord in addition to any other rights or remedies available to Landlord at law, the sum of Fifty Dollars (\$50.00) for the first (1st) such incident, One Hundred Dollars (\$100.00) for the second (2nd) and each succeeding incident for Landlord's administrative expense in connection therewith. After the second (2nd) such incident Landlord may require that all future payments be made by certified or guaranteed funds.

Tenant's failure to pay Rent, Additional Rent, or any other Lease costs when due under this Lease may cause Landlord to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges that may be imposed on Landlord by any ground lease, mortgage, or deed of trust encumbering the Shopping Center. Therefore, if Landlord does not receive the Rent, Additional Rent, or any other Lease costs in full on or before the first (1st) day of the month it becomes due, Tenant shall pay Landlord a late charge, which shall constitute liquidated damages, equal to Fifty Dollars (\$50.00) a day for each day rent is late after

the first of the month ("Late Charge"), which shall be paid to Landlord together with such Rent, Additional Rent, or other Lease costs then in arrears. The parties agree that such Late Charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment. Notwithstanding the foregoing, Tenant may be late once in each twelve (12) month period and for that one late payment the late charges shall not apply if, but only if, Tenant pays Landlord in full for that late payment within five (5) calendar days after notice from Landlord. All Late Charges and any returned check charges shall then become Additional Rent and shall be due and payable immediately along with such other Rent, Additional Rent, or other Lease costs then in arrears. Money paid by Tenant to Landlord shall be applied to Tenant's account in the following order: (i) to any unpaid Additional Rent, including, without limitation, Late Charges, returned check charges, legal fees and/or court costs legally chargeable to Tenant, and Common Area Maintenance Charges, and then (ii) to unpaid Minimum Rent. Nothing herein contained shall be construed so as to compel Landlord to accept any payment of Rent, Additional Rent, or other Lease costs in arrears or Late Charge or returned check charge should Landlord elect to apply its rights and remedies available under this Lease or at law or equity in the event of default hereunder by Tenant. Landlord's acceptance of Rent, Additional Rent, or other Lease costs in arrears or Late Charge or returned check charge pursuant to this clause shall not constitute a waiver of Landlord's rights and remedies available under this Lease or at law or equity.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

XVII. NOTICES

Any notice or consent required to be given by or on behalf of either party to the other shall be given in writing and mailed by certified mail, return receipt requested, or by overnight courier service which provides a receipt, at the addresses stated on Article I (A), Sections 17 and 18, of this Lease, or at such other address as may be specified, from time to time, by notice in the manner herein set forth. Notices shall be deemed given upon actual receipt or first rejection.

XVIII. SECURITY DEPOSIT

Tenant shall deposit with Landlord the amount set forth in Article I, Section 15, herein (the "Security Deposit"). The Security Deposit shall be held by Landlord, without liability for interest, as security for the timely performance by Tenant of all the terms of this Lease which are to be observed and performed by Tenant. Landlord shall not be obligated to hold the Security Deposit as a separate fund and may commingle the Security Deposit with other funds. If any sum payable by Tenant to Landlord shall be unpaid or if Landlord makes payments on behalf of Tenant, or performs any of Tenant's obligations under this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, apply the Security Deposit as may be necessary to compensate Landlord toward the payment of the sum

payable by tenant to Landlord for loss or damage sustained by Landlord due to such breach on the part of Tenant, and Tenant shall, upon demand, restore the security Deposit to the original sum deposited. If Tenant complies with all of the terms of this Lease, the Security Deposit shall be returned in full to Tenant at the expiration or termination of this Lease. In the event of bankruptcy or other debtor/creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of rent and other charges due Landlord for all periods prior to the filing of such proceedings. Landlord may deliver the security Deposit to the purchaser of Landlord's interest in the Premises in the event that such interest be sold, and thereupon Landlord shall be discharged from any further liability with respect to the Security Deposit and this provision shall also apply to any subsequent transferees.

XIX. MORTGAGE SUBORDINATION

This Lease, and Tenant's rights hereunder shall be subject and subordinate to the lien of any mortgages or deeds of trust or other similar instrument that may now exist or may hereafter be placed upon the Shopping Center and all renewals, replacements, and extensions thereof without further notice or action on the part of Landlord or Tenant. . Tenant agrees that, upon the request of Landlord, it shall execute and deliver such instruments (including but not limited to a Memorandum of Lease and/or a Subordination, Non-Disturbance and Attornment Agreement in recordable form) which may be required by Landlord's mortgagee or trustee to evidence such subordination, provided that any such subordination instrument shall contain a non-disturbance provision. Upon the execution of this Lease, and within thirty (30) days after the request for same by Tenant, at any time during the Term, Landlord shall use reasonable good faith efforts to obtain for Tenant a subordination and non-disturbance agreement executed by any applicable Mortgagee, provided that Tenant bears all reasonable costs associated with obtaining the same and Landlord's inability to obtain the same shall not be deemed a default hereunder.

XX. ESTOPPEL CERTIFICATES

At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute and deliver to Landlord, for the benefit of such persons as Landlord names in such request, a statement in writing certifying to such of the following information as Landlord shall request: (i) that this Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) the dates to which the Minimum Rent and other charges hereunder have been paid, and the amount of any security deposited with Landlord; (iii) that the Premises have been completed on or before the date of such letter and that all conditions precedent to the Lease taking effect have been carried out; (iv) that Tenant has accepted possession, that the Lease term has commenced, that Tenant is occupying the Premises, that Tenant knows of no default under the Lease by Landlord and that there are no defaults or offsets which Tenant has against enforcement

of this Lease by Landlord; (v) the actual commencement date of the Lease and the expiration date of the Lease; and (vi) that Tenant's store is open for business, provided such facts are true and ascertainable. Failure of Tenant to object within 15 days shall be deemed an approval and all parties may rely thereon without penalty.

XXI. QUIET ENJOYMENT

Landlord warrants and represents to Tenant that as of the date of this Lease Landlord is the fee owner of or has control over the Shopping Center. Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Premises without any hindrance from Landlord or any person or persons lawfully claiming the Premises.

XXII. LIABILITY OF LANDLORD

Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that if Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title, and interest of Landlord in the Shopping Center, as the same may then be encumbered, and neither Landlord nor any of its officers or shareholders shall be liable for any deficiency. It is understood that in no event shall Tenant have any right to levy execution against any property of Landlord other than its interest in the Shopping Center as hereinbefore expressly provided. In the event of the sale or other transfer of Landlord's right, title and interest in the Premises or the Shopping Center, Landlord shall be released from all liability and obligations under this Lease.

XXIII. MISCELLANEOUS PROVISIONS

A. **Accord and Satisfaction.** No payment by Tenant, or anyone occupying the Premises by, through or under Tenant, or receipt by Landlord of a lesser amount than the rents stated herein shall be deemed to be other than on behalf of Tenant and on account of the next due rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

B. **Waiver.** No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either of the parties hereto shall be considered to imply or

constitute a further waiver by such party of the same or any other condition, covenant or remedy. No waiver by Landlord with respect to one or more tenants or occupants of the Shopping Center shall constitute a waiver in favor of any other tenant, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant.

C. Broker's Commission. Tenant warrants that, except for any amounts due to n/a as Agent of the Tenant, there are no claims for broker's commissions or finder's fees in connection with its execution of this Lease arising by or through the actions of Tenant, and Tenant agrees to indemnify and save Landlord harmless from any liability that may arise from such claims, including reasonable attorney's fees.

D. No Partnership. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

E. Lease Inures to the Benefit of Assignees. This Lease and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns respectively, of the parties hereto, provided, however, that no assignment by, from, through, or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatever.

F. Entire Agreement. This Lease and the exhibits attached hereto set forth the entire agreement between Landlord and Tenant, and all prior promises and agreements, oral or written, between them are merged into this Lease. No amendment to this Lease shall be binding upon Landlord or Tenant unless in writing.

G. Abandonment, Surrender and Holding Over. Tenant shall deliver up and surrender to Landlord possession of the Premises upon the expiration of the Lease Term, or its prior termination for any reason, in as good condition and repair as the same shall be at the commencement of said term (damage by fire and other perils covered by standard fire and extended coverage insurance and ordinary wear and decay only excepted). At the time Tenant shall deliver and surrender possession of the Premises to Landlord, Tenant shall provide Landlord with a written statement from an HVAC contractor reasonably acceptable to Landlord who shall certify that the HVAC system servicing the Premises has been properly maintained and is in good working order. In the event Tenant shall fail to provide such statement to Landlord, Landlord shall have the right, but not the obligation to retain an HVAC contractor of Landlord's choosing who shall inspect the HVAC system servicing the Premises and report to Landlord as to the condition of said HVAC system. If such report discloses the need for repair or maintenance, Landlord shall have the right, but not the obligation, to cause such repairs or maintenance. Tenant shall

reimburse Landlord for all costs and expenses so incurred by Landlord in performing the inspection, maintenance and/or repairs plus an additional ten percent (10%) of such cost for and as Landlord's overhead. If Tenant remains in possession of the Premises after any termination of this Lease, no tenancy or interest in the Premises shall result, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction, and Tenant shall upon demand pay to Landlord, as liquidated damages, a sum equal to two hundred percent (200%) of the Minimum Rent payable during the calendar month immediately preceding the expiration or earlier termination of this Lease for any period during which Tenant shall hold the Premises after the stipulated term of this Lease shall expire or may have terminated. If Tenant vacates the Premises prior to the scheduled expiration of the Lease Term, Tenant shall be in default of this Lease, and if Tenant has not re-entered the Premises and resumed the operation of the business set forth in Article IX, Section B, of this Lease for a period of thirty (30) consecutive days, Tenant shall be deemed to have abandoned the Premises, and Landlord shall have the right, but not the obligation, to take sole possession of the Premises on or after the tenth (10th) day following the expiration of said thirty (30) day period and Landlord may relet said Premises in accordance with the terms in Article XVI hereof.

H. No Option. The submission of this Lease by Landlord for review by Tenant does not constitute a reservation of or option for the Premises, and shall vest no right in Tenant. This Lease becomes effective as a Lease only upon execution and delivery thereof by the parties hereto.

I. Additional Rent. Any amounts to be paid by Tenant to Landlord pursuant to the provisions of this Lease, whether such payments are periodic or recurring, shall be deemed to be "Additional Rent" and otherwise subject to all provisions of this Lease and of law as to the default in the payment of rent.

J. Power of Attorney. In the event Tenant fails to deliver any documents required to be delivered to Landlord under the terms of Articles XIX and XX of this Lease within twenty (20) days after Landlord's written request, Tenant does hereby make, constitute, and irrevocably appoint Landlord as its attorney-in-fact and in its place and stead to do so.

K. Financial Statements. Tenant shall, within ten (10) days after receipt of a written request from Landlord, furnish to Landlord (but no more often than once per calendar year, except in connection with the sale or financing of the Shopping Center) furnish to Landlord Tenant's current financial statement and such other financial information as Landlord may request. Landlord covenants that the financial information provided by Tenant shall be treated as confidential, except that Landlord may disclose such information to any prospective purchaser, prospective or existing lender or prospective or existing ground or underlying lessor upon the condition that the prospective purchaser, prospective or existing lender or

underlying lessor shall also covenant to treat such information as confidential.

L. Severability. In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein, and the balance of this Lease shall continue in effect in accordance with its terms.

M. Option to Renew. Provided this Lease is in full force and effect and Tenant is not in default under any of the terms and provisions herein contained, Landlord hereby grants to Tenant the option to renew this Lease for the periods set forth in Article I, Section 16, commencing on the day following the expiration of the original term. Any such Renewal Term shall be upon all the terms and conditions as the original Lease Term except for any terms or conditions which, either expressly or by their nature apply only to the initial term. The foregoing option to renew shall be exercised by written notice to Landlord given not less than the period set forth in Article I, Section 16, above prior to the expiration of the original term of this Lease, or any renewal thereof.

N. Net Rent. It is the intention of Landlord and Tenant that the rent herein specified shall be net to Landlord in each year of the term hereof, and that all costs, expenses and obligations relating to the Premises (except as herein specifically provided) shall be paid by Tenant.

O. Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one document.

P. Consents. With respect to any provision of this Lease which provides or infers, in effect, that Landlord shall not unreasonably withhold or unreasonably delay its consent or approval, Tenant, in no event, shall be entitled to make, nor shall Tenant make, any claim against Landlord for money damages, and Tenant hereby waives any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval, but Tenant's sole remedy shall be an action or proceeding to enforce any such provision of this Lease, or for specific performance, injunction or declaratory judgment.

Q. Force Majeure. In the event Landlord or Tenant is prevented or delayed in the performance of any improvement or repair or fulfilling any other obligation required under this Lease due to delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, acts of God, governmental prohibitions or regulation, inability or difficulty to obtain materials or other causes beyond the performing party's reasonable control, the performing party shall, within five (5) days of the event causing such delay, provide written notice to the other party of the event causing the delay and the anticipated period of delay, and the period of such delay shall be added to the time for performance thereof. The performing party shall

have no liability by reason of such permitted delays. In the event the performing party fails to provide notice to the other party of the force majeure delay within such five (5) day period, the performing party shall not be excused from the timely performance of such obligation regardless of the cause.

R. Joint and Several Liability. In the event Tenant shall be comprised of more than one (1) individual or business entity, each such individual or business entity comprising Tenant shall be jointly and severally liable for each and every obligation of Tenant under the terms of this Lease.

S. Right to Relocate. As a material inducement for Landlord to enter into this Lease with Tenant, Landlord shall, throughout the Term of this Lease and any renewals thereof, have the right at Landlord's expense to relocate Tenant to other premises ("New Premises") within the Shopping Center. In the event Landlord elects to exercise the right of relocation, Landlord shall deliver written notice to Tenant identifying the location of the proposed New Premises ("Landlord's Notice"). In the event Tenant shall not agree to the New Premises proposed by Landlord, Tenant shall have the right to terminate this Lease within ten (10) days after the date of Landlord's Notice by delivering written notice to Landlord of its election to terminate, in which event this Lease and the obligations of the parties shall terminate as of the date which is twenty (20) days after the date of such notice (the "Termination Date"), provided Tenant pays to Landlord all sums and charges due and owing by Tenant to Landlord through and including the Termination Date. Any sum that cannot be exactly determined by Landlord as of the Termination Date shall be paid by Tenant to Landlord within thirty (30) days after Tenant's receipt of a statement therefor. The foregoing obligation shall survive termination of this Lease. If Tenant shall not terminate this Lease within the ten (10) day period set forth above, Tenant shall be deemed to have waived its right to terminate this Lease pursuant to this paragraph, and Tenant shall relocate to the New Premises.

T. Payment Under Protest. All rent and other amounts payable hereunder shall be payable without demand, offset or deduction. If at any time a dispute shall arise as to any amount or sum of money to be paid by Tenant to Landlord under the provisions hereof, Tenant shall make such payment "under protest" and under no circumstances shall Tenant be entitled to withhold any payment due hereunder. If Tenant makes a payment "under protest" and it is subsequently determined that Tenant was not obligated to pay all or a portion of an amount paid "under protest," Landlord shall refund to Tenant the portion of the payment made "under protest" which Tenant was not obligated to pay, along with interest thereon from the date of payment by Tenant to Landlord at the Interest Rate.

U. Waiver of Trial by Jury. To the extent permitted by applicable law, Landlord and Tenant waive all right to trial by jury in any claims, action, proceeding or counterclaim by either Landlord or Tenant against each other or in any matter arising out of or in any way connected with this lease, the relationship of Landlord

or Tenant or Tenant's use or occupancy of the Premises.

V. Memorandum of Lease. The parties agree not to record this Lease, but upon the request of either party, the other party shall execute a memorandum or short-form of this Lease in recordable form and in form reasonably acceptable to each of the parties, which memorandum or short-form shall be recorded by and at the cost of the requesting party.

W. Attorneys' Fees. If either party brings an action against the other to enforce or interpret the terms of this Lease or otherwise arising out of this Lease, the prevailing party in such action shall be entitled to its costs of suit and reasonable attorney's and other professional fees.

XXIV. HAZARDOUS SUBSTANCES

A. For purposes of this Article XXV, "Hazardous Substance" means any matter giving rise to liability under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, U.S.C. Section 9601 et seq. (including the so-called "Superfund" amendments thereto), any other applicable federal, state or local statute, law, ordinance, rule or regulation governing or pertaining to any hazardous substances, hazardous wastes, chemicals or other materials, including, without limitation, asbestos, polychlorinated biphenyls, radon, petroleum, toxic mold and any derivative thereof or any common law theory based on nuisance or strict liability (all of the foregoing statutes, laws, ordinances, rules, regulations and common law theories being sometimes hereinafter collectively referred to as "Envlaws").

B. Tenant shall not allow any Hazardous Substance to be located on the Premises and shall not conduct or authorize the use, generation, transportation, storage, treatment or disposal at the Premises or the Shopping Center of any Hazardous Substance or other than in quantities incidental to the conduct of the Permitted Use and in compliance with Envlaws; provided, however, nothing herein contained shall permit Tenant to allow any so-called "acutely hazardous," "ultra-hazardous," "imminently hazardous chemical substance or mixture" or comparable Hazardous Substance to be located on or about the Premises or the Shopping Center. Tenant shall cooperate with Landlord and permit Landlord and all governmental authorities having jurisdiction reasonable access to the Premises for purposes of operating, inspecting, maintaining and monitoring any environmental controls, equipment, barriers and/or systems required by applicable Envlaws.

C. If the presence, release, threat of release, placement on or in the Premises or the generation, transportation, storage, treatment or disposal at the Premises of any Hazardous Substance as a result of Tenant's use or occupancy of the Premises (i) gives rise to liability (including, but not limited to, a response action, remedial

action or removal action) under Envlaws; (ii) causes a significant public health effect; or (iii) pollutes or threatens to pollute the environment, Tenant shall promptly take any and all remedial and removal action necessary to clean up the Premises and/or the Shopping Center and mitigate exposure to liability arising from the Hazardous Substance, whether or not required by law.

D. Tenant agrees to indemnify, defend and hold harmless Landlord from and against all damages, costs, losses, expenses (including, without limitation, actual attorneys' fees and engineering fees) arising from or attributable to (i) the existence of any Hazardous Substance at the Premises and/or the Shopping Center as a result of Tenant's use and occupancy of the Premises and (ii) any breach by Tenant of any of its covenants contained in this Article XXIII.

E. The foregoing obligations of Tenant shall survive the termination or expiration of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed, in triplicate, as of the date and year first above written.

LANDLORD:
KABUL V CENTER COMMERCIAL
PROPERTIES, L.L.C.

DocuSigned by:
By: Hamid Mangal
824PBD2D79FB443...
Hamid Mangal - Member

TENANT:
490 JAI GANESHA LLC

DocuSigned by:
By: Krunal Patel
AFC5B08526574A3...
Krunal Patel

SCHEDULE A

Rent Schedule

<u>Years</u>	<u>Annually</u>	<u>Monthly</u>
1-5	\$72,000.00	\$6,000.00

Option: Years 6-10 will have a rental increase of 2% (two percent) plus CPI.

CPI: Consumer Price Index, published by the Bureau of labor and Statistics of the United States Department of labor for all Urban Consumers, US City Average, all items, not seasonally adjusted base period 1982-84=100 (CPI-U) indicator and shall be determined by dividing the CPI-U indicator published three (3) months prior to the annual renewal month, and multiplying the result number by the annual lease rental amount of the most recent rent.

Right of First Offer to Purchase: If Landlord intends to sell the Property during the Lease Term, and provided no event of default then exists, Tenant shall have a right of first offer to purchase the Property ("Tenant's Right of First offer to Purchase") on the terms and conditions at which Landlord proposes to sell the Property to a third party. Landlord shall give Tenant written notice of its intent to sell and shall indicate the terms and conditions (including the sale price) upon which landlord intends to sell the Property to a third party. Tenant shall thereafter have thirty (30) days to elect in writing to purchase the Property and execute a Purchase and Sale Agreement with in the notice provided by Landlord to Tenant; provided that prior to the execution of a binding purchase and sale agreement, Landlord shall retain the right to elect not to sell the Property. If Tenant does not elect to purchase the Property, then landlord shall be free to sell the Property to a third party. However, if the price at which Landlord intends to sell the Property to a third party is less than 95% of the price set forth in the notice provided by Landlord to Tenant, then Landlord shall again offer Tenant the right to acquire the Property upon the same terms and conditions, provided that Tenant shall have only thirty (30) days thereafter to complete the acquisition at such price, terms, and conditions.

Exhibit A
Site Plan

To Be Supplied

Exhibit B
Legal Description

Lot 1A of the Resubdivision of CREST AIRE PLAT 6, according to the plat thereof recorded in Plat Book 307 Pages 35 & 36 of the St. Louis Country Records.

Exhibit D
Kabul V Center
Prohibited and Exclusive Uses

No portion of the Premises shall be used for the following purposes:

Amusement park
Disco
Night club
Dance hall
Manufacturing facility (except an incidental portion of a retail use)
Factory use
Industrial use
Processing or rendering plant
Facility used for sale of cars, trailers or mobile homes
Erotic Massage parlor
Carnival
Off track betting operation (except lottery ticket sales)
Pornographic material sales or rentals store
Bar
Tavern
Lounge
Flea market
Bowling alley
Meeting hall
Sporting event
Sports facility (except for a store, the primary business of which is sale of sporting goods at retail)
Auditorium
Place of public assembly
Classroom use (including a diet center)
Warehouse
Billiard parlor
Amusement center
A use prohibited by municipal zoning code
A game arcade
A Health spa
A beauty school, barber college, reading room, place of instruction or any other operation serving primarily students or trainees
A children's recreational, education or day care facility
A head shop or other establishment which sells drug paraphernalia
A car wash
A tattoo parlor

A gun shop or gun range except incidental to a full line sporting goods store or sporting goods department

An abortion clinic

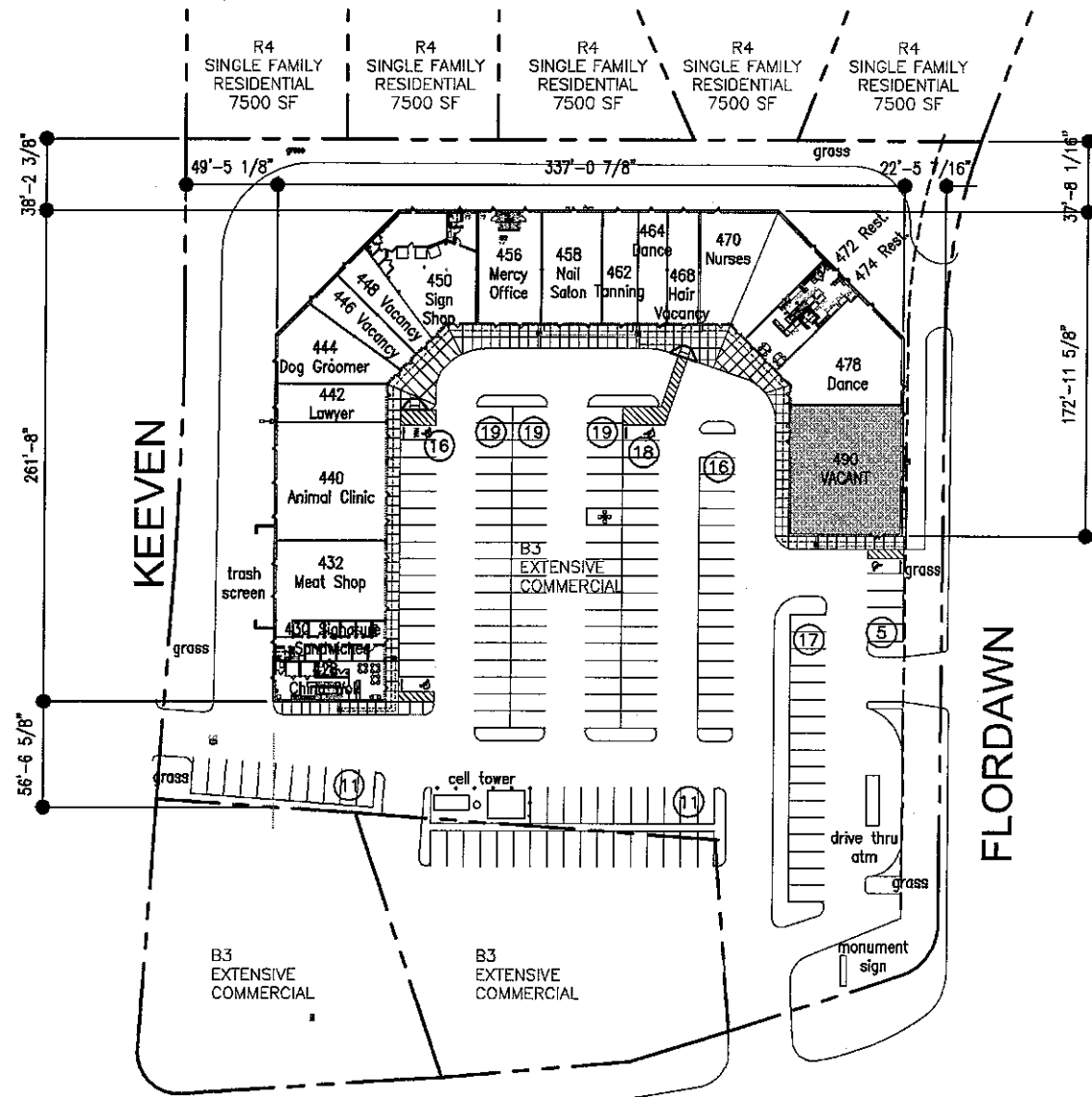
Except for Building "A," a karate, tae kwon do academy

Any activity that constitutes a nuisance such as loud noises or the emission of noxious odors

Medical Marijuana, Cannabis dispensary

Any activity that violates the exclusive use rights given to any other existing tenant of the Center. Tenant's permitted use as set forth in the lease is not in violation of an existing exclusive.

Exclusives not to be violated so long as protected Tenant is in the Center



LOT AREA: 3.72 AC

TOTAL PROVIDED
PARKING - 151 P.S.

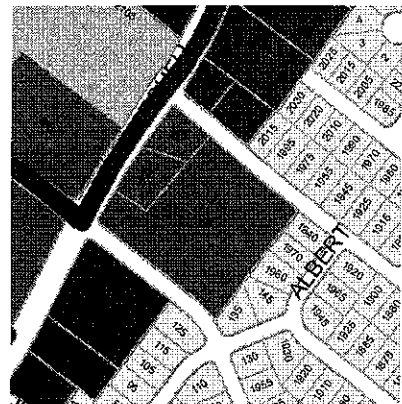
HOWDERSHELL



SITEPLAN

SCALE: NOT TO SCALE

DATE: 09.20.2023



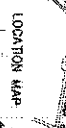
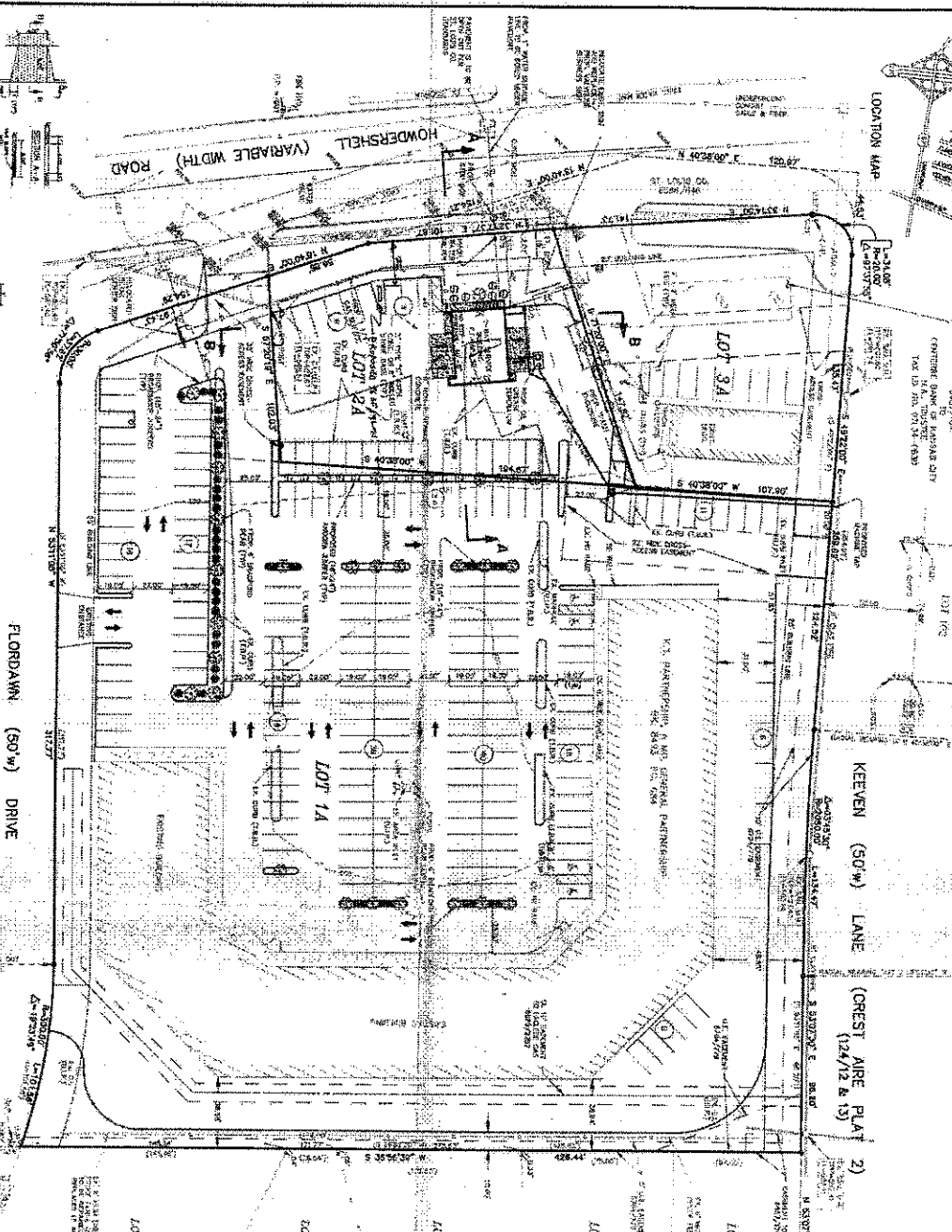
ZONING MAP / LEGEND

SCALE: NOT TO SCALE

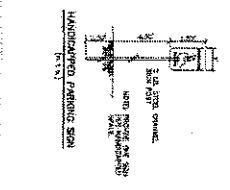
VILLA DEL CRESTA RETAIL / VALVOLINE INSTANT OIL

RESUBDIVISION OF LOT A OF CRESTA AIRE PLAT SIX IN PLAT BOOK 128, PAGES 24 AND 25, A TRACT OF LAND IN SURVEY'S 163 AND 164 OF ST. FERDINAND COMMONFIELDS, TOWNSHIP 47 NORTH, RANGE 6 EAST, ST. LOUIS COUNTY, MISSOURI.

SCALE: 1" = 80'



PREPARED FOR:
VALVOLINE INSTANT OIL CHANGE, INC.
P.O. BOX 14848
LEXINGTON, KY 40512



- EXISTING BUILDING DATA**
- 1. 2,222 SQUARE FEET
 - 2. 2,222 SQUARE FEET
 - 3. 2,222 SQUARE FEET
 - 4. 2,222 SQUARE FEET
 - 5. 2,222 SQUARE FEET
 - 6. 2,222 SQUARE FEET
 - 7. 2,222 SQUARE FEET
 - 8. 2,222 SQUARE FEET
 - 9. 2,222 SQUARE FEET
 - 10. 2,222 SQUARE FEET

NOTE: NO 40'-0" AT SQUARE CORNER OF PAVED CONCRETE SIDE OF PAVED DRIVE WITH SIDE OF DRIVE TO BE 11' SIDEWALKS EAST OF DRIVE AND SIDEWALKS TO BE 5' SIDEWALKS WEST OF DRIVE. SIDEWALKS TO BE 5' SIDEWALKS WEST OF DRIVE.

STOCK & ASSOCIATES CONSULTING ENGINEERS, INC.
SITE DEVELOPMENT PLAN
VALVOLINE INSTANT OIL CHANGE
SEP 23 1981

APPROVED SITE DEVELOPMENT PLAN

APPROVED BY: [Signature]

DATE: SEP 23 1981

NO. OF SHEETS: 71

PROJECT NO.: 71

DATE: SEP 23 1981



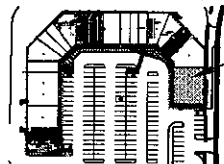
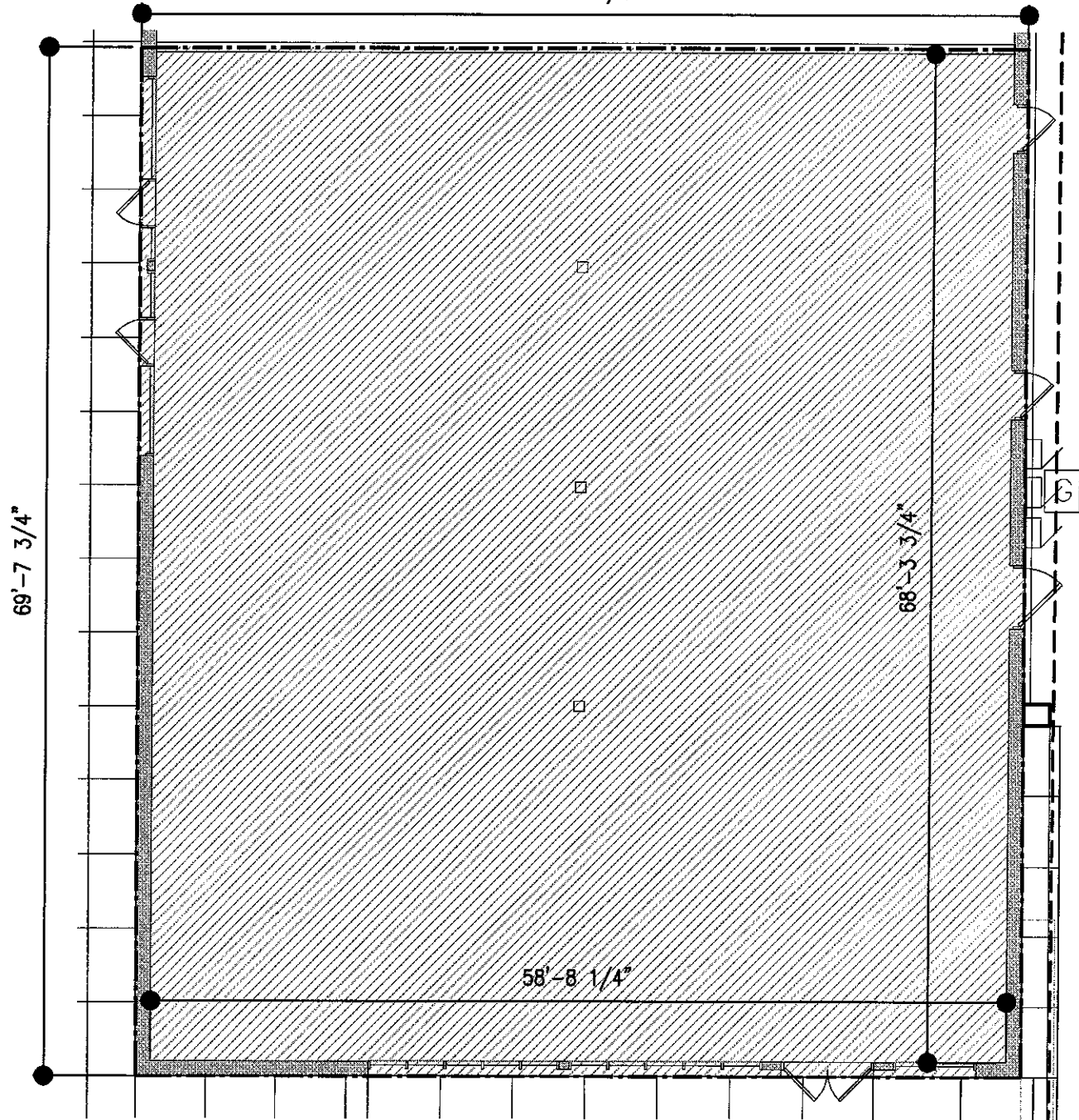
130 e. Jefferson Ste. 200
Kirkwood, MO 63122
314.394.1606 314.394.1609 f.
www.YourIdeaArchitects.com

Certificate of Authority
2011006331

Villa Del Cresta

428 Howdershell Rd. Florissant, MO
63031

60'-8 1/4"



SUBJECT
TENANT



BUILDING KEY
NOT TO SCALE

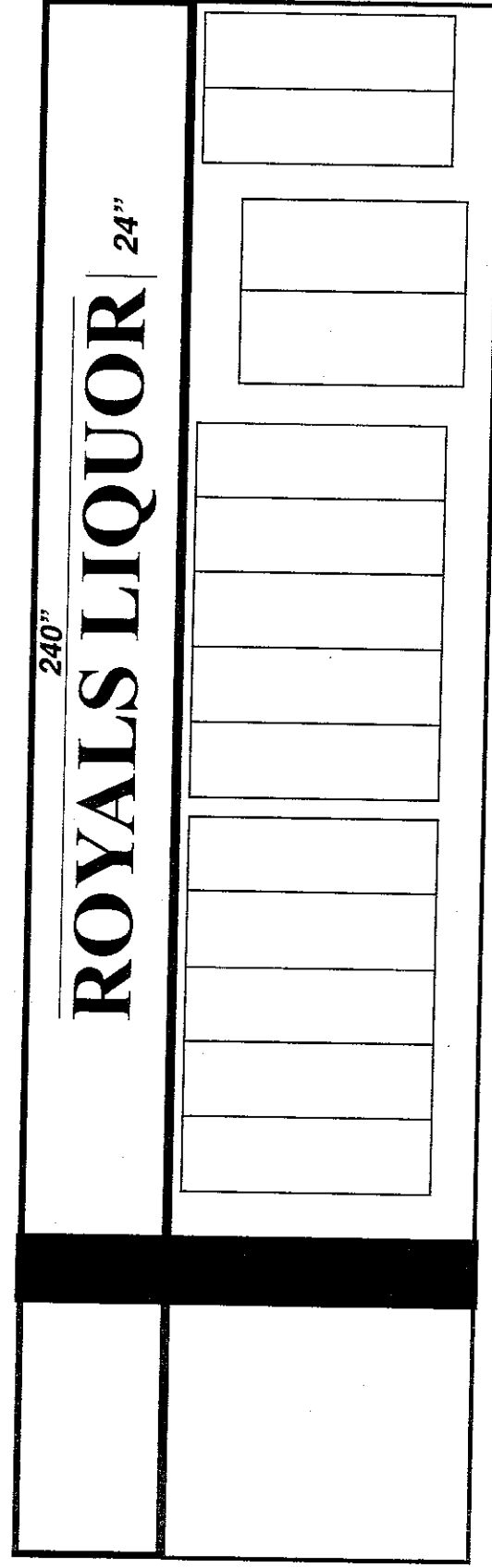
MKT

SUITE 490

SCALE: 3/32"=1'-0"

DATE: 09.20.2023

50'



15'

FACE REPLACEMENT ONLY

STORE FRONT: 50' X 15' = 750 SQFT

SIGN : 24" X 240" = 40 SQFT



Agenda Request Form

For Administration Use Only:

Meeting Date: 10/2/2023

Open Closed

Report No. 69/2023

Date Submitted:

To: City Council

Title: Ordinance to amend Special Use No. 8376 issued to Shade Restaruant & Bar LLC d/b/a 1219 Restaurant and Lounge located at 1752-1759 N. New Florissant Road to allow for a change in hours of operation, in a 'B-3' Extensive Business District.

Prepared by: Administrator

Department: Public Works

Justification:

Please see attachments

Attachments:

1. Shade/Twelve 19 PH Notice
2. Staff Report
3. Application
4. Ordinance 8824
5. Floor Plan
6. Site Plan

INTRODUCED BY COUNCILMAN SIAM
OCTOBER 23, 2023

BILL NO. 9923

ORDINANCE NO.

ORDINANCE TO AMEND SPECIAL USE NO. 8824 ISSUED TO SHADE RESTARUANT & BAR LLC D/B/A 1219 RESTAURANT AND LOUNGE LOCATED AT 1752-1759 N. NEW FLORISSANT ROAD TO ALLOW FOR A CHANGE IN HOURS OF OPERATION, IN A 'B-3' EXTENSIVE BUSINESS DISTRICT.

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

WHEREAS, Ordinance no. 8376 was originally authorized for Five Aces Bar-b-que for a restaurant at this location; and

WHEREAS, Ordinance no. 8376 was subsequently transferred by ordinance no. 8407 to CA44 LLC, to Shade Partners LLC by ordinance no. 8603, and ultimately to Shade Restaurant and Bar LLC by ordinance no. 8824; and

WHEREAS, an application has been filed by Shade Restaurant and Bar LLC d/b/a 1219 Restaurant and Lounge for an amendment to the said Special Use Permit transfer heretofore granted under Ordinance No.8824 to authorize a change in hours of operation; and

WHEREAS, the Planning and Zoning Commission of the City of Florissant at their meeting of October 2nd, 2023 has recommended that the amendment be denial; and

WHEREAS, due notice of a public hearing no. 23-10-027 on said application to be held on the 23rd day of October, 2023 at 7:00 P.M. by the Council of the City of Florissant was duly published, held and concluded; and

WHEREAS, the Council, following said public hearing, and after due and careful consideration, has concluded that the granting of an amendment to the Special Use Permit authorized by Ordinance No. 8824, as hereinafter provided would be in the best interest of the City of Florissant.

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

Section 1: The Special Use Permit no. 8824 heretofore granted Shade Restaurant and Bar LLC d/b/a 1219 Restaurant and Lounge is hereby amended to authorize a change in the closing time for the restaurant to no later than 12 midnight.

Section 2: Said Special Permit shall be conditioned on and shall remain in full force and effect so long as the conditions set out in Ordinance 8376 as transferred to Shade Restaurant and Bar LLC by ordinance no. 8824 and as now amended, are adhered to.

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

Adopted this ____ day of _____, 2023.

Joseph Eagan
President of the Council

Approved this ____ day of _____, 2023.

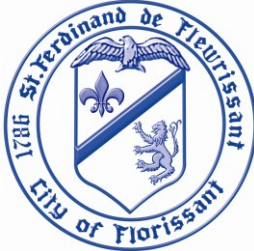
Robert G. Lowery, Sr.
Mayor, City of Florissant

ATTEST:

Karen Goodwin, MMCA/MRCC
City Clerk

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MEMORANDUM



CITY OF FLORISSANT- Building Division

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

To: Planning and Zoning Commissioners Date: September 27, 2023
From: Todd Hughes, P.E., Director Public Works c: Deputy City Clerk
Applicant
File

Subject: **1752-1756 N. New Florissant Rd (Shade Restaurant/Bar) Request**
Recommended Approval to amend a Special Use (Ord. No. 8376) to allow
for adding a Nightclub Use, with Live Performances and a cover charge,
in a 'B-3' Extensive Business District.

STAFF REPORT
CASE NUMBER PZ-100223-1

- I. **PROJECT DESCRIPTION:**
This is a request for **recommended approval** to amend a Special Use Permit, to alter closing time to 12:00 Midnight in Ord. No 8824, at Restaurant/Bar at **1752-1756 N New Florissant**, in a 'B-3' Extensive Business District.
- II. **EXISTING SITE CONDITIONS:**
The existing property at **1752-1756 N. New Florissant Rd** is a property which is a 3.5 acre site with a shopping center in a 'B-3' Extensive Business District.

The subject property is currently 2754 s.f. in the shopping center which is about 25,883 s.f. and the proposal is to allow for live performances on the existing stage with a cover charge. There is a drawing attached G-1 which shows the boundary limits and existing property.

The existing building was built in 1974 per County record, that currently houses other Uses.
- III. **SURROUNDING PROPERTIES:**

41 The property to the West is Freddy’s at 1955 N Highway 67 in a ‘B-5’ District. The
42 property to the north is a vacant property at 1800 N New Florissant adjacent to
43 apartments zoned ‘R-6’. The creek along the East has an address of 2063 N Highway 67
44 for the common ground there.

45

46 **IV. STAFF ANALYSIS:**

47 The establishment was originally known as Five Aces under Ord. No. 8376 and was
48 transferred to Highway 67 BBQ under Ord. No. 8407, expanded to include 1756 N New
49 Florissant under Ord. No. 8517 , transferred to Shade under Ord. No. 8603 and
50 transferred to Shade Restaurant and Bar, LLC. Under ordinance number 8824, all
51 attached.

52

53 The current Use permitted is a Restaurant/Bar, hours are dictated by liquor license
54 regulations: https://atc.dps.mo.gov/licensing/faqs_alcohol.php

55 *6:00 am to 1:30 am Monday through Saturday;*

56 *9:00 am to midnight on Sundays (requires a Sunday license in most cases);*

57 *Most licensees must abide by these hours. There are some special license types that allow different*
58 *operating hours.*

59 And stipulations of the transfer ordinance to close no later than 10PM.

60

61 **III. STAFF RECOMENDATIONS:**

62

63 **Suggested Motion:**

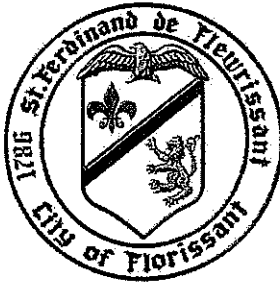
64 I move for Recommended Approval to amend a Special Use Ord. No. 8603, to allow for
65 the alteration of the closing time to no later than 12 Midnight, located at **1752-1756 N. New**
66 **Florissant Rd (Shade Restaurant/Bar)** in a ‘B-3’ Extensive Business District and subject
67 to all other restrictions set forth by prior Special use ordinances

68

69

(End of report and suggested motion)

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



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

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

PLANNING & ZONING ACTION

Council Ward _____ Zoning _____

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

SPECIAL PERMIT FOR Exstended Business hours of operation

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

AMEND SPECIAL PERMIT # 8824 TO ALLOW FOR closing time adjustment 12:00 Am
ordinance # Statement of what the amendment is for.

LOCATION 1752-1756 N. New Florissant, Florissant MO 63033
Address of property.

1) Comes Now Leslie West Twelve 19 Restaurant & Lounge
Enter name of petitioner. If a corporation, state as such. If applicable include DBA (Doing Business As)

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

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

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

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

REQUIRED INFORMATION

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

1) Type of Operation:
Individual Partnership _____ Corporation _____

(a) If an individual:

- (1) Name and Address Shade Restaurant & Bar, LLC
- (2) Telephone Number 314-274-8600
- (3) Business Address 1754 N. New Florissant
- (4) Date started in business 06/01/2022
- (5) Name in which business is operated if different from (1) Twelve 19 Restaurant & Lounge
- (6) If operating under a fictitious name, provide the name and date registered with the State of Missouri, and a copy of the registration.

(b) If a partnership:

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

(c) If a corporation:

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

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

Name Walspert Properties

Address 12295 Olive Blvd St

Property Owner Nirav Patel

Location of property 1752-1756 N. New Florissant, Florissant MO 63033

Dimensions of property _____

Property is presently zoned _____ Requests Rezoning To _____

Proposed Use of Property Restaurant

Type of Sign _____ Height _____

Type of Construction _____ Number Of Stories _____

Square Footage of Building 3608 Number of Curb Cuts _____

Number of Parking Spaces _____ Sidewalk Length _____

Landscaping: No. of Trees _____ Diameter _____

No. of Shrubs _____ Size _____

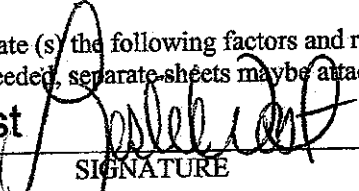
Fence: Type _____ Length _____ Height _____

PLEASE SUBMIT THE FOLLOWING INFORMATION ON PLANS OR DRAWINGS:

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

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

7) The petitioner (s) state (s) the following factors and reason to justify the permit:
 (If more space is needed, separate sheets may be attached)

Leslie West  / Info@Twelve19restaurant.com 314-780-4890
 PRINT NAME SIGNATURE email and phone

FOR **Twelve 19 Restaurant & Lounge**
 (company, corporation, partnership)

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

8) I (we) hereby certify that, as applicant (circle one of the following):

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

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

PRESENTOR SIGNATURE _____
 ADDRESS **1752 N. New Florissant, Florissant MO 63033**
 STREET CITY STATE ZIP CODE
 TELEPHONE / EMAIL **314-874-8600**
 BUSINESS

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


 Signature of Petitioner authorizing an agent

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

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

PROVIDE LEGAL DESCRIPTION OF PROPERTY PERTAINING TO THIS PETITION

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


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

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

OFFICE USE ONLY

Date Application reviewed _____

STAFF REMARKS: _____



Building Commissioner or Staff Signature

1 INTRODUCED BY COUNCILMAN SIAM
2 JUNE 27, 2022

3
4 SUBSTITUTE BILL NO. 9793

ORDINANCE NO.

8824

5

6 **ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE**
7 **PERMIT NO. 8603 FROM SHADE PARTNERS, LLC TO SHADE**
8 **RESTAURANT & BAR, LLC FOR THE LOCATION OF A**
9 **RESTAURANT AND BAR LOCATED AT 1752-1756 N. NEW**
10 **FLORISSANT ROAD.**

11

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

15 WHEREAS Five Aces Bar-v-que was issued Special Use Permit no. 8376 for the
16 operation of a restaurant located at 1752-1754 N. New Florissant Road; and

17 WHEREAS ordinance no. 8376 was subsequently transferred by ordinance no. 8407 to
18 CA44 LLC d/b/a Highway 67 BBQ for the operation of a restaurant; and

19 WHEREAS ordinance no. 8704 was transferred by ordinance no. 8603 to Shade Partners,
20 LLC d/b/a Shade Restaurant and Bar; and

21 WHEREAS Shade Restaurant & Bar LLC has filed an application to transfer Special use
22 Permit no. 8603 authorizing the location and operation of a restaurant located at 1752-1756 N.
23 New Florissant Road to its name; and

24 WHEREAS, the City Council of the City of Florissant determined at its meeting on June
25 27, 2022 that the business would be operated in substantially identical fashion as set out herein;
26 and

27 WHEREAS, Shade Restaurant and Bar, LLC has accepted the terms and conditions as
28 they apply to a special use permit for a restaurant.

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

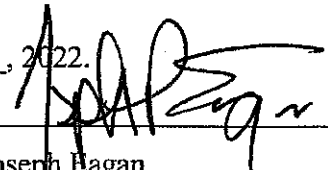
31 Section 1: Special Use Permit no. 8603 is hereby transferred from Shade Partners, LLC
32 to Shade Restaurant & Bar, LLC for the location of a restaurant and bar located at 1752-1756
33 N. New Florissant Road subject to the following conditions:

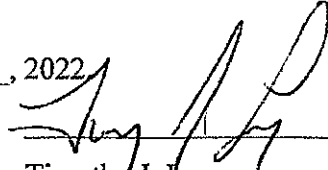
- 34 a. Full compliance with any and all conditions set forth in Special Use Permit
- 35 8603; and
- 36 b. There shall be no tinting of the windows or obstruction preventing clear sight
- 37 into the business from the parking lot or sidewalk; and
- 38 c. A security camera shall be installed to record activities indoor and outdoor, and
- 39 the video footage shall be available to the police department within 24 hours of
- 40 the request and shall be retained for a minimum of 10 days; and
- 41 d. Screening and roof be provided for the smoker at the rear of the building; and
- 42 e. The business shall be closed no later than 10 pm.


43 Section 2: The Special Use Permit herein authorized shall terminate if the said business
 44 ceases operation for a period of more than one hundred and eighty (180) days.

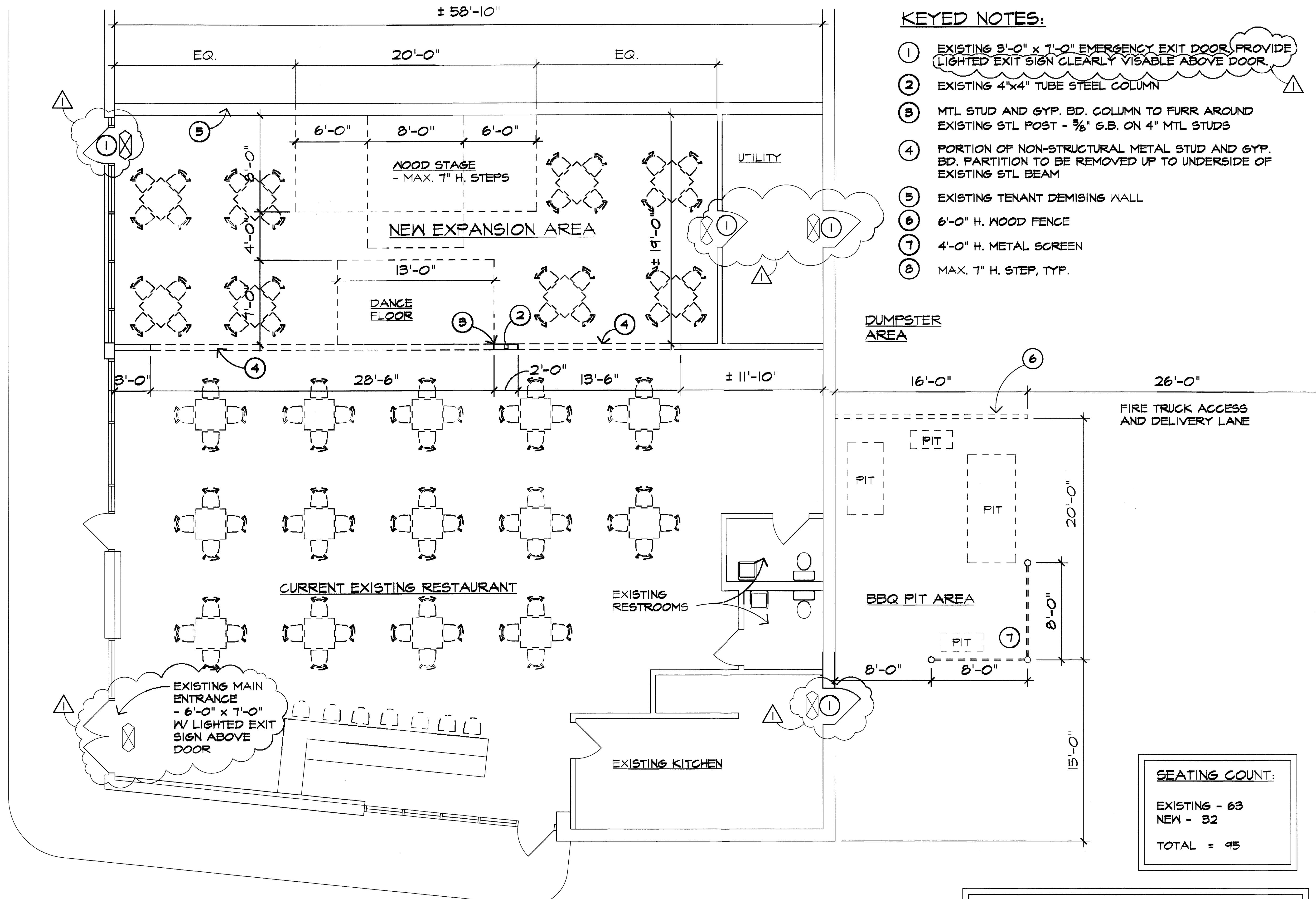
45 Section 3. The Special Use Permit authorized herein will be revoked if the applicant fails
 46 to comply with the conditions set forth herein or violates any State Statutes or ordinances of the
 47 City of Florissant.

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

50
 51 Adopted this 21 day of Sept, 2022.
 52 
 53 _____
 54 Joseph Eagan
 55 Council President

56 Approved this 26 day of Sept, 2022.
 57 
 58 _____
 59 Timothy J. Lowery
 60 Mayor, City of Florissant

60 ATTEST:
 61 
 62 _____
 63 Karen Goodwin, MPPA/MMC/MRCC
 City Clerk



KEYED NOTES:

- ① EXISTING 3'-0" x 7'-0" EMERGENCY EXIT DOOR, PROVIDE LIGHTED EXIT SIGN CLEARLY VISABLE ABOVE DOOR.
- ② EXISTING 4"x4" TUBE STEEL COLUMN
- ③ MTL STUD AND GYP. BD. COLUMN TO FURR AROUND EXISTING STL POST - 5/8" G.B. ON 4" MTL STUDS
- ④ PORTION OF NON-STRUCTURAL METAL STUD AND GYP. BD. PARTITION TO BE REMOVED UP TO UNDERSIDE OF EXISTING STL BEAM
- ⑤ EXISTING TENANT DEMISING WALL
- ⑥ 6'-0" H. WOOD FENCE
- ⑦ 4'-0" H. METAL SCREEN
- ⑧ MAX. 7" H. STEP, TYP.

PHILIP A. GOMEZ
 ARCHITECT #A-6390
 128 BIRKDALE CT.
 ST. CHARLES, MO 63303
 314-504-7559
 © 2019 Philip Gomez, Architect
 These drawings, including all associated and referenced electronic data, are the sole property of the architect, and may not be altered in any way except by specific direction of the architect.

REV. 6-7-19

Client:
Chris Alexander
 1752 N. New Florissant Rd
 Florissant, MO 63033

Project:
HWY 64 BBQ
 Restaurant Expansion
 1752 N. New Florissant Rd
 Florissant, MO 63033

SEATING COUNT:
 EXISTING - 63
 NEW - 32
 TOTAL = 95

NOTE:
 ALL CEILING GRID AND FIXTURES, LIGHTING, SPRINKLER HEADS, AND AIR SUPPLY VENTS SHALL REMAIN. DAMAGED CEILING TILES AND FIXTURES TO BE REPLACED.

FLOOR PLAN
 1/8" = 1'-0"

Prj #:
 Date: **5-14-19**
 Sheet Contents:
Floor Plan
 Sheet No.:
A-1

1752 N. New Florissant Rd.

GENERAL PROJECT NOTES

1. FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO STARTING WORK.
2. DO NOT SCALE DRAWINGS.
3. "±" (PLUS-MINUS) DIMENSIONS INDICATE APPROXIMATE EXISTING CONDITIONS FOR REFERENCE ONLY, AND ARE NOT TO BE USED FOR LAYOUT OF NEW CONSTRUCTION.
4. ALL WALL DIMENSIONS ARE TO OUTSIDE EDGE OF FINISHED GYP. BD. U.N.O.
5. ALL NEW INTERIOR PARTITIONS TO BE MTL STUDS WITH 5/8" GYP. BD. B.S. U.N.O.
6. PROVIDE ALL TRIM, ACCESSORIES AND JOINT FINISHING AS REQUIRED FOR GYP. BD. ASSEMBLIES. PROVIDE CORNER BEADS AT ALL EXPOSED HORIZONTAL AND VERTICAL CORNERS. CAULK ALL UNTAPED JOINTS AT PERIMETER.
7. USE APPROVED WATER-RESISTANT GYP. BD. OR CEMENT BD. IN AREAS TO BE EXPOSED TO MOISTURE.
8. ALL DOORS 7'-0" HIGH U.N.O.
9. GLAZING IN ALL DOORS TO BE FULLY TEMPERED, LAMINATED SAFETY, OR APPROVED SHATTER RESISTANT PLASTIC.
10. INTERIOR FINISHES SHALL HAVE A FLAME SPREAD RATING OF 200 OR LESS.
11. ALL TOILET ROOMS TO HAVE MIN. 50 CFM EXHAUST FANS, VENTED TO THE EXTERIOR.
12. LEAD FREE SOLDER IS REQUIRED ON ALL COPPER WATER SUPPLY PIPING.
13. ALL ELECTRICAL WORK SHALL CONFORM TO THE NEC AND LOCAL REGULATIONS.
14. ALL WORK SHALL MEET OR EXCEED ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODE REQUIREMENTS.

VERIFICATION OF EXISTING CONDITIONS:

INASMUCH AS THE REMODELING AND/OR REHABILITATION OF THE EXISTING FACILITY REQUIRES THAT CERTAIN ASSUMPTIONS BE MADE REGARDING EXISTING CONDITIONS, AND BECAUSE SOME OF THESE ASSUMPTIONS MAY NOT BE VERIFIABLE PRIOR TO CONSTRUCTION OR WITHOUT SIGNIFICANT COSTLY AND/OR DAMAGING INVESTIGATIONS, THE OWNER AGREES TO HOLD THE ARCHITECT HARMLESS AGAINST ALL DAMAGES, LIABILITIES OR COSTS ASSOCIATED WITH UNKNOWN CONDITIONS.

LIMITATION OF LIABILITY:

THE OWNER AGREES TO LIMIT THE ARCHITECT'S LIABILITY FOR ANY DAMAGES RELATING TO THIS PROJECT TO THE ARCHITECT'S FEE. THIS LIMITATION SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION.

BUILDING CODE INFORMATION:

Project Description: New restaurant expansion build-out in an existing strip mall shopping center.

Code: 2018 International Building Code
2018 International Exist. Building Code

Use Group: A-2
Construction Type: II-A
Sprinkler System: None

OCCUPANCY

PUBLIC (TOTAL 2754 SQ. FT.)

DINING: ACTUAL SEATING = 95
STAGE: 184 SF / 15 SF PER OCC. = 13

EMPLOYEES (TOTAL 286 SQ. FT.)

KITCHEN: 238 SF / 200 = 2
BACK BAR: 48 SF / 200 = 1

TOTAL = III OCC'S

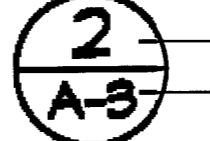
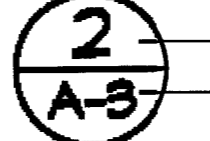
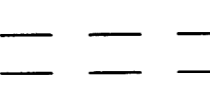
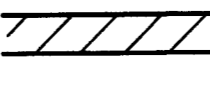
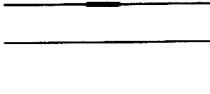
EGRESS WIDTH REQUIRED

III OCC'S x .2"/OCC. = 22.2"

OF EXITS REQUIRED = 3

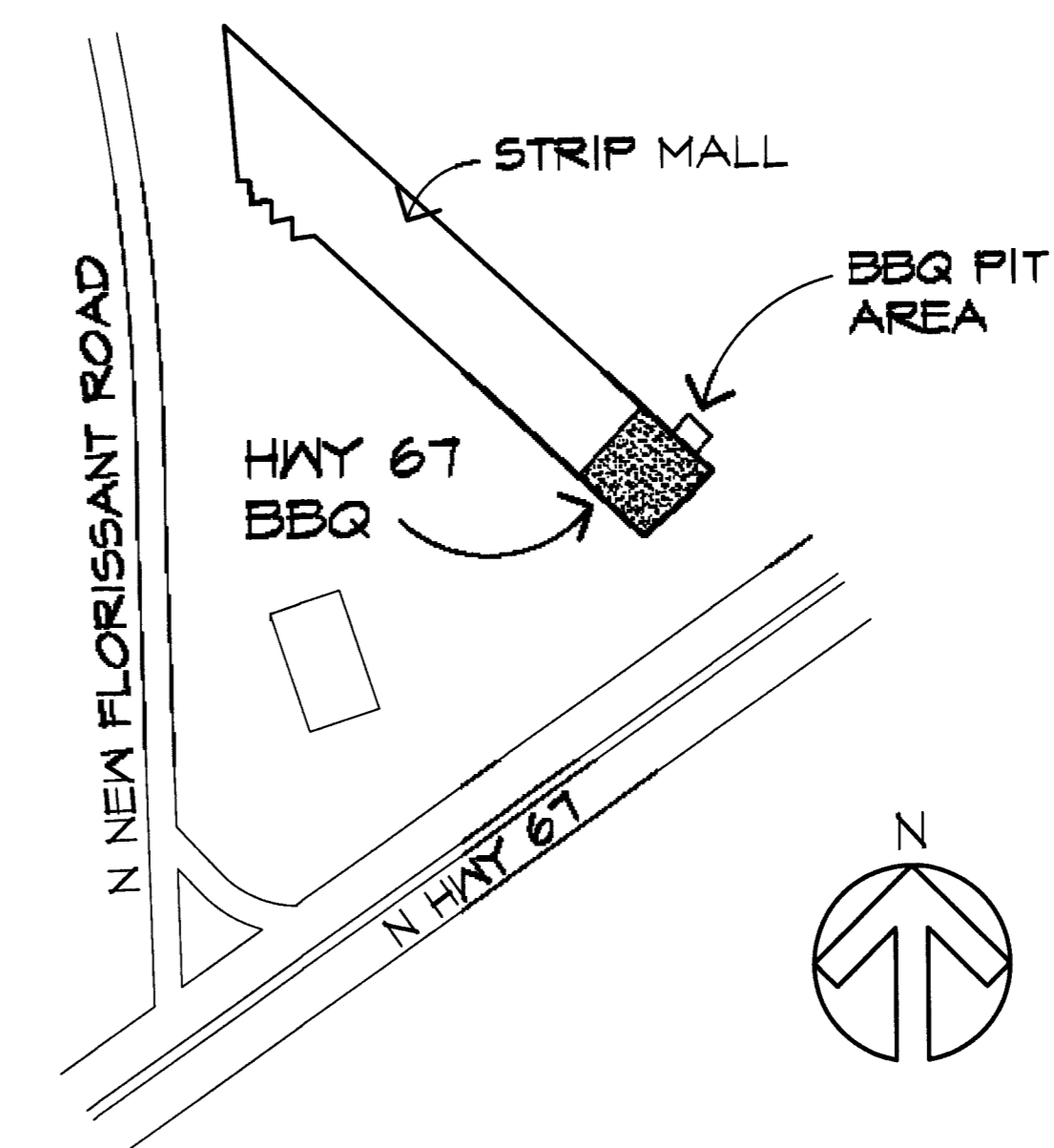
EGRESS WIDTH PROVIDED = 140" (3 EXITS)

LEGEND

-  DETAIL NUMBER
-  DRAWING SHOWN ON
-  PORTION OF EXIST. WALL OR PARTITION TO BE REMOVED
-  NEW PARTITION, FURRING, OR INFILL
-  PATCH AND REPAIR EXIST. WALL WHERE PARTITION HAS BEEN REMOVED

LOCATION MAP

NOT TO SCALE



DRAWING LIST

- G-1 COVER SHEET/PROJECT NOTES
- A-1 FLOOR PLAN

PHILIP A. GOMEZ
ARCHITECT #A-6390

128 BIRKDALE CT.
ST. CHARLES, MO 63303
314-504-7559

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These drawings, including all associated and referenced electronic data, are the sole property of the architect, and may not be altered in any way except by specific direction of the architect.

 REV. 6-7-19

Client:

Chris Alexander

1752 N. New Florissant Rd
Florissant, MO 63033

Project:

HWY 64 BBQ
Restaurant Expansion

1752 N. New Florissant Rd
Florissant, MO 63033

Prj #:

Date: **5-14-19**

Sheet Contents:

Project Notes

Sheet No.:

G-1



Agenda Request Form

For Administration Use Only:

Meeting Date: 10/23/2023

Open Closed

Report No. 67/2023

Date Submitted:

To: City Council

Title: Ordinance adopting the budget for the City of Florissant for the fiscal year commencing on December 1, 2023 and ending on November 30, 2024 and providing for its effective date.

Prepared by: Administrator

Department: Finance

Justification:

A budget meetings was held on October 7th to discuss the budget and make any adjustments. A public hearing was held on October 9th, 2023 to present the proposed budget and ask for input from the public.

Attachments:

1. Budget document

INTRODUCED BY COUNCILMAN COUNCIL AS A WHOLE
OCTOBER 23, 2023

BILL NO. 9924

ORDINANCE NO.

ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF FLORISSANT FOR THE FISCAL YEAR COMMENCING ON DECEMBER 1, 2023 AND ENDING ON NOVEMBER 30, 2024 AND PROVIDING FOR ITS EFFECTIVE DATE.

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

Section 1: The Budget for the City of Florissant commencing on December 1, 2023 and ending November 30, 2024, a copy of which is attached hereto and by this reference incorporated herein and made a part hereof, is hereby adopted and approved.

Section 2: This ordinance shall become in force and effect as of December 1, 2023.

Adopted this ____ day of _____, 2023.

Joseph Eagan
President of the Council

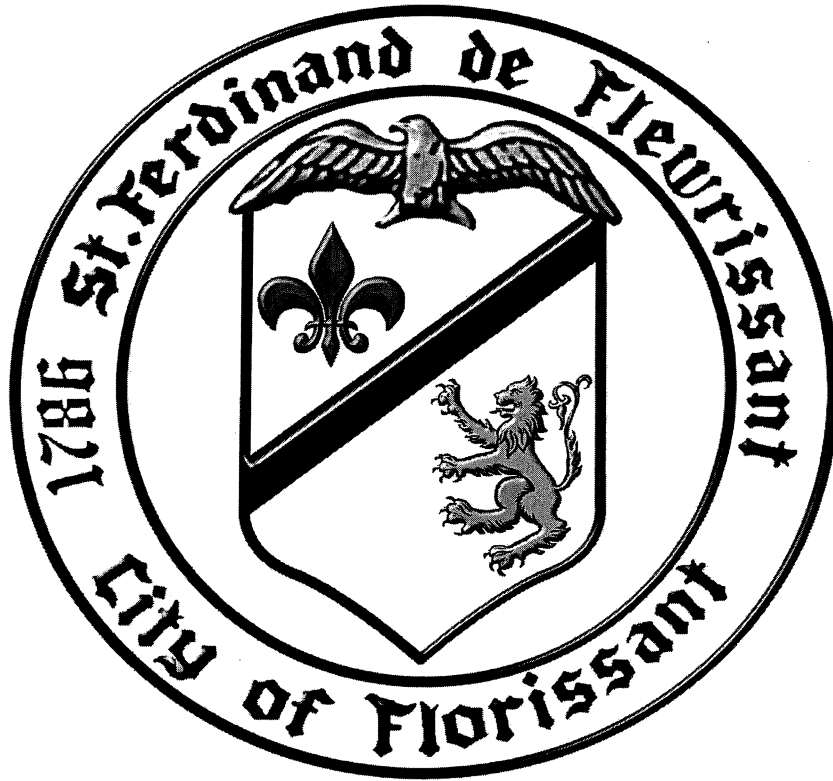
Approved this ____ day of _____, 2023.

Timothy J. Lowery
Mayor, City of Florissant

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk

City of Florissant, Missouri



2024

Amended Budget

October 2023 Budget Workshop Adjustments

(Submitted October 23, 2023)

955 rue St. Francois
Florissant, Missouri 63031
314-921-5700
www.florissantmo.com

City of Florissant, Missouri

2024 Budget Message

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

As Mayor of the City of Florissant, it is my responsibility to submit a proposed budget for the upcoming 2024 fiscal year which runs from December 1, 2023 through November 30, 2024. The proposed budget of approximately \$46 million is submitted in compliance with Section 6.6 of the City Charter and Section 67.010 of the Missouri Revised Statutes. The 2024 proposed budget provides a financial plan for the general, capital improvement, park improvement, street, property maintenance, public safety, and sewer lateral funds.

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

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

A healthy reserve is crucial to maintaining a consistent level of services and programs over time. Reserves provide the cushion necessary to bridge the fluctuations in the City's revenue streams from one year to the next. The General Fund is projected to have a reserve balance of \$16.9 million at the end of the 2024 fiscal year. It is projected that the General Fund will have a reserve balance of 65.7% of the proposed budget and above our policy of targeting a reserve balance of at least 10%.

Sales tax and Utility tax are two of the most substantial revenue sources in the General Fund. The 2023 Sales tax revenues have increased slightly over 2022, they are budgeted at just over the 2023 projection at \$8.5 million, and the 2023 Utility tax is anticipated to come in just slightly over the budget of \$5.5 mil therefore are budgeted at \$5.55 mil. The 2023 Revenues from the new Use tax are anticipated to be at the budgeted at \$1.5 million for 2023 and are budgeted to remain at \$1.5 mil. This increased revenue projection helps to trim the anticipated 2024 General Fund budget deficit to just under \$500,000.

Other funds' 2024 Sales tax revenues are anticipated to be slightly higher than 2023 with nominal changes in their revenue budgets:

Public Safety Fund
Capital Improvement Fund
Park Improvement Fund
Street Improvement Fund

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

The Human Resources Department has issued a Request for Proposal (RFP) to firms in order to conduct an official Classification and Compensation Study for the City. The last official study for the City took place in 2009. The City anticipates phasing in results of the Study beginning June 2024. This will continue to assist our efforts to recruit and retain employees. The City's benefit plans, and membership in LAGERS (Missouri Local Government Employees Retirement System) are an effort to provide a total compensation package designed to be as competitive as possible to continue to attract and retain outstanding Florissant police officers and other City employees. It is very important to me to have quality and dedicated employees to serve along with me here in Florissant and not let such employees slip away due to non-competitive pay and benefits.

The City believes last year's increase to the compensation scale for regular part-time employees and seasonal employees can be sustained through 2024 with very few changes. The scale still meets the state of Missouri's minimum wage requirement and will allow the City to continue to stay competitive in our recruitment efforts and maintain necessary staffing levels. The hours for part-time positions continue to be limited so that no part-time position will be regularly scheduled to work more than 28 hours per week.

The City has been studying alternatives to control health insurance costs. The City is budgeting for a 11% increase in insurance costs for the 2024 proposed budget. Currently the City pays 100% of employee health care premiums and 60% of the premiums for dependents. The 2023 Workers Compensation renewal reduced insurance premiums in both 2023 in 2024.

Our city's population remains the largest of all the municipalities in St. Louis County. The results of the 2020 Census indicate that 52,533 residents call Florissant their home. This statistic represents a significant increase in population and the reverse of a 35 year-long trend which brings our population back to a level not seen since the mid 1980's. I intend to continue to focus on economic development in Florissant by working with commercial developers, real estate brokers, and community stakeholders throughout our city and the greater North County area, in an effort to stimulate even more economic activity to benefit our businesses and residents.

However, if we are going to have continued economic development success, we will need to focus on key aspects of potential growth including enhancing Saint Francois Street, filling vacancies, and diversifying our business sectors. This will be accomplished through our economic development department and the implementation of the new comprehensive and strategic plan. This plan will enable our staff to move forward with enhancements regarding business growth as well as residential growth.

Additionally, there are many exciting commercial and residential projects that are in the due diligence and planning phase and we are working with the developers to bring them to fruition. We can anticipate more public announcements this year and beyond.

I believe the 2024 budget presents a reasonable and conservative framework for continuing a high level of services given the issues facing the City, both now and in the future. Highlights of the proposed budget include the following:

A. The City's Media Department continues to broadcast positive video and photo segments about the City of Florissant that include city and community events, Parks and Recreation events & classes, local business promotion, public safety bulletins, and much more. We have a reach of well over 30,000 people through our social media, print and television outlets and this viewership continues to grow. The Florissant Media Department will continue their success in 2024 by continuing to create unique and uplifting photo and video content that promotes our amenities, positivity, inclusion, commerce, community activities and everything else that our wonderful city and its residents have to offer. Plans for 2024 include local school interaction, even more business promotion, exciting segments in our new video podcast studio, and expanded coverage of all city festivals.

B. The City of Florissant's Information Technology (I.T.) department will continue in 2024 to focus on information security, improving employee I.T. accessibility, electronics recycling, and regular updates to all outdated equipment. The I.T. department will again improve upon and update our video surveillance system in 2024. New security appliances were put in place in 2023 and those will continue to be updated in 2024. In 2023 the City began transitioning to Office 365 to give employees better collaboration ability and we will continue that transition in 2024. In 2023 the City began accepting SMS texts to the main phone numbers at our City Hall, Public Works, Theatre, Parks, HR, Senior and Community Development departments. We expect the use of this to grow in 2024. Residents will now be able to call, email and text us.

C. The Park Improvement budget includes \$791,000 to build a new band stand and to relocate the park maintenance shed at St. Ferdinand to a back corner of the park.

The City will continue to provide funding for programs that the families of Florissant have come to know and love: The St. Louis Family Theater Series, Valley of Flowers Festival performers and the celebrated Music Under the Stars concert series. The Theatre Department is continuing to work with rental groups to bolster their productions continuing to prove why the best community artists choose Florissant.

Proposition A was passed by the voters in the August of 2022 election with 61% of the vote. I supported Prop A in order to keep Florissant a thriving community, maintain property values, and continue to offer superior recreational and health benefits to residents of all ages. The \$10 million general obligation bond is being used to build a new aquatic center at Koch Park, a new competition pool at Bangert Park and mechanical upgrades to the indoor pool at the James J. Eagan Center. Construction has already begun and a completion date has been tentative set in early 2024.

D. Capital Improvement Fund is budgeted for \$1,600,000 in street maintenance contracts including asphalt preservation and concrete pavement slab replacement. In addition, \$45,000 will be used for routine bridge repair and \$100,000 will be used for annual sidewalk repair.

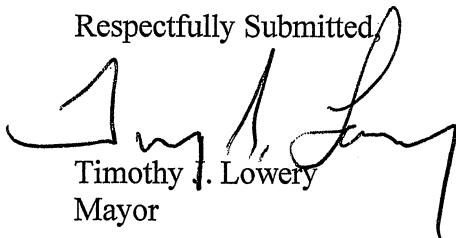
Proposition S, the street Sales tax, will be the conduit for \$3,059,00 in street projects including:

- The following streets have been approved for reconstruction in partnership with the Federal Government: St. Denis, Mullanphy Road, St Catherine Street. Major street projects like these are facilitated under the auspices of a Federal public improvement grant through the East-West Gateway Council of Governments. The City will receive 80% project back in grant revenue. The long-standing practice of utilizing grants to help fund projects for our bridges and roadways is a very cost-effective approach enabling Florissant to leverage the maximum value from tax collections.
- \$1,730,000 will fund the continuous street projects to restore curb and riding surfaces to like new condition.

I wish to thank Chief Fagan and his Command Staff, Public Works Director Todd Hughes and his staff, Parks Director Cheryl Thompson and her staff, and all of the Department Managers for their diligence and hard work in assisting the administration in the preparation of the proposed budget. I wish to thank Finance Director Kimberlee Johnson and the Finance Department for the hard work and commitment to complete the 2024 budget and I commend all of the employees of the City of Florissant for their dedication to the residents of our City.

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

Respectfully Submitted,



Timothy J. Lowery
Mayor

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

FUND SUMMARIES

<u>Page #</u>	<u>Dept #</u>	<u>Actual</u> <u>2022</u>	<u>Adjusted Budget</u> <u>2023</u>	<u>Proposed</u> <u>2024</u>
General Fund - 01				
		\$ 24,794,343	\$ 24,337,701	\$ 25,288,130
		Revenues		
		Expenditures		
	101	146,705	152,931	167,143
	102	\$ 2,976,116	\$ 3,371,930	\$ 3,970,660
	103	86,536	100,977	119,649
	104	163,645	205,868	189,920
	105	599,319	612,757	632,149
	106	224,118	271,071	280,593
	107	680,716	791,624	937,449
	201	9,555,453	10,979,521	11,002,414
	301	3,318,433	3,851,273	3,977,950
	401	1,550,417	1,846,592	1,982,097
	402	365,403	572,675	616,127
	403	59,008	257,504	264,360
	404	223,663	338,470	345,046
	405	676,413	827,454	922,705
	407	-	-	400,573
		\$ 20,625,945	\$ 24,180,647	\$ 25,808,836
		\$ 4,168,398	\$ 157,054	\$ (520,706)
				\$ 16,898,707
Capital Improvement Fund - 403				
		\$ 4,043,092	\$ 4,282,578	\$ 4,368,000
		3,556,615	6,498,612	6,104,083
		\$ 486,477	\$ (2,216,034)	\$ (1,736,083)
				\$ 613,917
Park Improvement Fund - 209				
		\$ 4,585,895	\$ 4,333,000	\$ 4,485,000
		4,027,326	4,823,361	\$ 5,371,830
		\$ 558,569	\$ (490,361)	\$ (886,830)
				\$ 381,791
Street Fund - 408				
		\$ 1,791,081	\$ 2,395,200	\$ 1,868,000
		1,439,632	3,293,672	2,463,268
		\$ 351,448	\$ (898,472)	\$ (595,268)
				\$ 247,576

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

Page #

	<u>Actual</u> <u>2022</u>	<u>Adjusted Budget</u> <u>2023</u>	<u>Proposed</u> <u>2024</u>
Sewer Lateral Fund - 204			
Revenue	\$ 1,249,715	\$ 893,000	\$ 903,000
Expenditures	780,671	772,259	1,063,879
Revenue over Expenditures	\$ 469,044	\$ 120,741	\$ (160,879)
Estimated Ending Fund Balance			\$ 1,017,799
Court Building Fund - 314			
Revenue	\$ 34,702	\$ 132,000	\$ 132,000
Expenditures	30,310	132,000	132,000
Revenue over Expenditures	\$ 4,392	\$ -	\$ -
Fund Balance not applicable			\$ -
Public Safety Fund - 217			
Revenue	\$ 3,347,640	\$ 3,000,000	\$ 3,300,000
Expenditures	2,894,473	3,369,305	4,023,203
Revenue over Expenditures	\$ 453,167	\$ (369,305)	\$ (723,203)
Estimated Ending Fund Balance			\$ 163,290
Property Maintenance Fund - 216			
Revenue	\$ 410,870	\$ 410,870	\$ 410,000
Expenditures	402,380	400,340	419,715
Revenue over Expenditures	\$ 8,490	\$ 10,530	\$ (9,715)
Estimated Ending Fund Balance			\$ 48,583
ARPA Fund - 255 (Life to Date Budget)			
Revenue	\$ 521,592	\$ 5,996,048	\$ 6,677,256
Expenditures	\$ 521,592	\$ 5,996,048	\$ 6,677,256
Revenue over Expenditures	\$ -	\$ -	\$ -
Estimated Ending Fund Balance			\$ -
Total Revenue - All Funds	\$ 40,778,930	\$ 45,780,397	\$ 47,431,386
Total Expenditures - All Funds	\$ 34,278,945	\$ 49,466,244	\$ 52,064,070

101 - GENERAL FUND - REVENUES

	<u>Actual</u> <u>2022</u>	<u>Adjusted Budget</u> <u>2023</u>	<u>Proposed</u> <u>2024</u>
<u>TAXES</u>			
Cigarette	\$ 86,372	\$ 100,000	\$ 90,000
Gasoline	1,955,796	2,050,000	2,240,000
Road & Bridge Taxes	448,823	600,000	600,000
Sales Tax	9,237,508	8,200,000	8,500,000
Use Tax	179,128	1,500,000	1,500,000
Utility Tax	<u>5,662,262</u>	<u>5,500,000</u>	<u>5,550,000</u>
Total Taxes	\$ 17,569,889	\$ 17,950,000	\$ 18,480,000

<u>LICENSES</u>			
Business	\$ 899,394	\$ 805,000	\$ 904,000
Liquor & Other Licenses	<u>56,736</u>	<u>60,000</u>	<u>60,000</u>
Total Licenses	\$ 956,130	\$ 865,000	\$ 964,000

<u>PERMITS</u>			
Building	\$ 597,345	\$ 500,000	\$ 500,000
Minimum Housing	371,450	350,000	350,000
Signs & Other Permits	<u>114,787</u>	<u>60,000</u>	<u>65,000</u>
Total Permits	\$ 1,083,582	\$ 910,000	\$ 915,000

<u>RECREATION - GOLF</u>			
Green Fees	\$ 249,122	\$ 235,000	\$ 260,000
Cart Fees	221,711	215,000	230,000
Pro Shop Sales	69,154	50,000	80,000
Concession Sales and Fees	116,941	140,000	140,000
Other- Rental Carts & Clubs	<u>779</u>	<u>-</u>	<u>1,000</u>
Total Golf	\$ 657,707	\$ 640,000	\$ 711,000

City of Florissant Operating Budget
December 1, 2022 through November 30, 2023

	<u>Actual</u> <u>2022</u>	<u>Adjusted Budget</u> <u>2023</u>	<u>Proposed</u> <u>2024</u>
<u>RECREATION - OTHER</u>			
Rentals-Nature Lodge/Gym	\$ 46,452	\$ 36,000	\$ 82,000
Center Activity	243,029	253,000	283,000
Ice Rink	93,008	105,000	90,000
Outdoor Pool Receipts	149,016	97,000	355,400
Parks & Rec Fees	241,220	241,400	292,000
Summer/Winter Camp Program	77,093	75,000	200,000
Theater	84,781	104,000	94,000
Concession Sales-Centers & Parks	<u>58,914</u>	<u>50,000</u>	<u>144,000</u>
Total Other Recreation	\$ <u>993,513</u>	\$ <u>961,400</u>	\$ <u>1,540,400</u>
Total Recreation	\$ 1,651,220	\$ 1,601,400	\$ 2,251,400

<u>MISCELLANEOUS</u>			
Other Miscellaneous	\$ 251,674	\$ 208,800	\$ 197,000
Cable TV	507,168	500,000	450,000
Senior Citizen Trips/Luncheons, Classes	31,455	57,000	74,000
Interest Income	45,541	30,000	30,000
Municipal Court	968,633	1,028,000	920,000
Property Maintenance Fees	158,417	150,000	150,000
Various: Claim Settlements, Ins Proceeds etc	59,462		-
Donations	471,693		-
Police Forfeitures	111,000	135,055	-
Grants & Reimbursement	<u>928,479</u>	<u>902,446</u>	<u>856,730</u>
Transfer in	<u>0</u>	<u>0</u>	<u>0</u>
Total Miscellaneous	\$ <u>3,533,522</u>	\$ <u>3,011,301</u>	\$ <u>2,677,730</u>
Total Revenue	\$ 24,794,343	\$ 24,337,701	\$ 25,288,130
		Less Total Expenditures	<u>(25,808,836)</u>
		Equal Revenue Over/(Under) Expenditure	(520,706)
		Plus Estimated Beg Fund Bal	<u>17,419,413</u>
		Equal Estimated Ending Fund Bal	\$ 16,898,707

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

101 - LEGISLATIVE DEPARTMENT

<u>Account</u>	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
Salaries & Benefits	\$ 126,606	\$ 125,931	\$ 140,143
Elected Official Expense	<u>20,099</u>	<u>27,000</u>	<u>27,000</u>
Total	\$ 146,705	\$ 152,931	\$ 167,143

PERSONNEL SERVICES

Full-time	\$ -	\$ -	\$ -
Part-time	104,889	105,612	115,000
Overtime		-	-
Benefits	<u>21,717</u>	<u>20,319</u>	<u>25,143</u>
	\$ 126,606	\$ 125,931	\$ 140,143

PERSONNEL SCHEDULE

Council Members	<u>9.00</u>		
Total Personnel	<u><u>9.00</u></u>	Part-time Elected Officials	9.00

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

102 - ADMINISTRATIVE DEPARTMENT

<u>Account</u>	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
Salaries & Benefits	\$ 1,569,250	\$ 1,673,201	\$ 1,826,125
Uniforms	-	100	100
Postage & Printing	34,319	51,000	51,000
Telecom/Computer	39,131	31,769	31,769
Lease/ Rental Equip	40,599	44,000	44,000
Office Expense	11,965	18,000	19,020
Dues/Travel/ Training/ Cert	56,695	66,235	72,485
Professional Services	336,744	402,025	468,245
Programs & Events	44,689	61,700	52,700
Advertising/Publicity	24,232	52,000	54,000
Insurance & Bonds	806,572	956,900	1,336,216
Elected Official Expense	11,920	15,000	15,000
Transfer Out	\$ -	\$ -	\$ -
Total	\$ 2,976,116	\$ 3,371,930	\$ 3,970,660

PERSONNEL SERVICES

Full-time	\$ 1,135,191	\$ 1,191,002	\$ 1,270,000
Part-time		23,140	25,000
Overtime	2,229	7,000	7,000
Contract Services		-	-
Benefits	431,830	452,059	524,125
	\$ 1,569,250	\$ 1,673,201	\$ 1,826,125

PERSONNEL SCHEDULE

<u>Office of the Mayor</u>		<u>Office of the City Clerk</u>	
Mayor	1.00	City Clerk/Legislative Asst	1.00
Gov't Affairs/Sr Comm Mgr	1.00	Deputy City Clerk	1.00
Executive Assistant to the Mayor	<u>1.00</u>	Receptionist	1.00
Total	3.00	Mailroom/Printing Clerk	<u>1.00</u>
		Total	4.00
<u>Finance Department</u>		<u>Economic Development Department</u>	
Director of Finance	1.00	Economic Dev. Coordinator	1.00
Assistant Director of Finance	1.00		
Accounting Clerk	5.00		
Accounting Clerk P/T	<u>0.7</u>		
Total	7.70		
		<u>Community Development Office</u>	
		Comm. Dev. Coordinator	1.00
<u>Human Resources</u>			
Director of Human Resources	1.00	Full-time	17.00
Human Resource Specialist	<u>1.00</u>	FTE (Part-time/Seasonal)	0.70
Total	2.00	Full-time Elected Official	1.00
Total Personnel	<u>18.70</u>		

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

103- HOUSING RESOURCE CENTER DEPARTMENT

<u>Account</u>	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
Salaries & Benefits	\$ 84,552	\$ 98,527	\$ 117,199
Uniforms	440	450	450
Office Expense	978	1,000	1,000
Dues/Travel/ Training/ Cert	<u>566</u>	<u>1,000</u>	<u>1,000</u>
Total	\$ 86,536	\$ 100,977	\$ 119,649

PERSONNEL SERVICES

Full-time	\$ 62,633	\$ 67,604	\$ 70,000
Part-time		-	-
Overtime	-	-	-
Benefits	<u>\$ 21,919</u>	<u>\$ 30,923</u>	<u>\$ 47,199</u>
	\$ 84,552	\$ 98,527	\$ 117,199

PERSONNEL SCHEDULE

Community Development Specialist *	1.00		
Community Development Grant Manager **	<u>1.00</u>		
Total	2.00		
Total Personnel	<u><u>2.00</u></u>	Full-time	2.00
		FTE (Part-time/Seasonal)	0.00

*50% of wages and benefits for Community Development Specialist are paid out of Community Development Block Grant Funds.
 **30% of wages and benefits for Community Development Grant Manager are paid by Community Development Block Grant Funds.

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

104 - SENIOR SERVICES DEPARTMENT

<u>Account</u>	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
Salaries & Benefits	\$ 116,112	\$ 133,158	\$ 105,440
Uniforms	331	400	-
Utilities	4,203	6,060	-
Bldg. & Grounds		-	-
Office Expense	1,815	2,630	4,330
Material & Supplies	1,701	3,050	3,450
Dues/Travel/ Training/ Cert	274	300	300
Professional Services		-	-
Programs & Events	37,713	58,770	76,400
Advertising/Publicity	<u>1,496</u>	<u>1,500</u>	<u>-</u>
Total	\$ 163,645	\$ 205,868	\$ 189,920

PERSONNEL SERVICES

Full-time	\$ 53,320	\$ 38,054	\$ 39,000
Part-time	43,212	69,737	52,000
Overtime		-	-
Benefits	<u>\$ 19,580</u>	<u>25,367</u>	<u>14,440</u>
	\$ 116,112	\$ 133,158	\$ 105,440

PERSONNEL SCHEDULE

Clerk	<u>1.00</u>	Senior Citizen Coordinator p/t	0.70
Total Full-time	1.00	Senior Citizen Specialist p/t	0.38
		Support Staff p/t	<u>0.75</u>
			1.83
Total Personnel	<u><u>2.83</u></u>	Full-time	1.00
		FTE (Part-time/Seasonal)	1.83

City of Florissant Operating Budget
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105 - MUNICIPAL COURT DEPARTMENT

<u>Account</u>	<u>Actual</u> <u>2022</u>	<u>Adjusted Budget</u> <u>2023</u>	<u>Proposed</u> <u>2024</u>
Salaries & Benefits	\$ 572,290	\$ 568,512	\$ 587,839
Telecom/Computer	9,315	15,000	15,000
Office Expense	9,725	15,925	15,960
Dues/Travel/ Training/ Cert	4,292	5,120	5,150
Professional Service	<u>3,697</u>	<u>8,200</u>	<u>8,200</u>
Total	\$ 599,319	\$ 612,757	\$ 632,149

PERSONNEL SERVICES

Full-time	\$ 278,481	\$ 280,280	\$ 286,000
Part-time	94,283	129,408	126,000
Overtime		-	-
Benefits	148,527	140,824	155,339
Contract Services	<u>50,999</u>	<u>18,000</u>	<u>20,500</u>
	\$ 572,290	\$ 568,512	\$ 587,839

PERSONNEL SCHEDULE

<u>Municipal Court</u>	<u>Elected Positions</u>	
Court Clerk	1.00	Judge 1.00
Deputy Court Clerk	1.00	<u>Appointed Positions - Contract Services</u>
Assistant Court Clerk - Court	4.00	Provisional Judge
Assistant Court Clerk - Court P/T	<u>2.10</u>	Public Defender
Total	8.10	
		Full-time 6.00
		FTE (Part-time/Seasonal) 2.10
Total Personnel	<u>9.10</u>	Elected Officials 1.00

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

106 - PROSECUTING ATTORNEY DEPARTMENT

<u>Account</u>	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
Salaries & Benefits	\$ 204,570	\$ 243,672	\$ 253,184
Telecom/Computer	5,000	5,351	5,351
Office Expense	1,439	2,750	2,750
Dues/Travel/ Training/ Cert	1,770	4,130	4,140
Professional Services	<u>11,339</u>	<u>15,168</u>	<u>15,168</u>
Total	\$ 224,118	\$ 271,071	\$ 280,593

PERSONNEL SERVICES

Full-time	\$ 43,311	\$ 43,796	\$ 45,000
Part-time		-	-
Overtime		-	-
Benefits	20,828	19,576	22,884
Contract Services	<u>140,431</u>	<u>180,300</u>	<u>185,300</u>
	\$ 204,570	\$ 243,672	\$ 253,184

PERSONNEL SCHEDULE

Municipal Court

Prosecuting Attorney Clerk	<u>1.00</u>
Total	1.00

Appointed Positions - Contract Services

Prosecuting Attorney
Asst Prosecuting Attorney

Total Personnel	<u>1.00</u>	Full-time	1.00
		FTE (Part-time/Seasonal)	0.00

City of Florissant Operating Budget
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107 - IT/MEDIA DEPARTMENT

<u>Account</u>	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
Salaries & Benefits	\$ 443,112	\$ 460,424	\$ 564,949
Uniforms	1,405	2,000	2,000
Telecom/ Computer	177,261	240,000	271,000
Gasoline		-	-
Building & Grounds		-	-
Equip & Vehicle Expense		-	-
Office Expense	877	3,500	3,500
Material & Supplies		-	-
Dues/Travel/ Training/ Cert	440	3,000	5,500
License/Permits/Inspections	1,921	2,200	2,500
Professional Services	5,452	20,000	20,000
Advertising/Publicity	<u>50,248</u>	<u>60,500</u>	<u>68,000</u>
Total	\$ 680,716	\$ 791,624	\$ 937,449

PERSONNEL SERVICES

Full-time	\$ 279,430	\$ 285,486	\$
Part-time	22,796	27,926	
Overtime	7,472	9,000	
Benefits	119,314	121,012	173,449
Contract Services	<u>14,100</u>	<u>17,000</u>	<u>18,500</u>
	\$ 443,112	\$ 460,424	\$ 564,949

PERSONNEL SCHEDULE

IT Director (split with Police Department)	0.60	Video Specialist p/t	0.63
IT Manager	1.00		
IT System Support Technician	1.00		
Media Manager	1.00		
Media Production Specialist	<u>1.00</u>		
	4.60		
Total Personnel	<u><u>5.23</u></u>	Full-time FTE (Part-time/Seasonal)	4.60 0.63

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201 - POLICE DEPARTMENT

<u>Account</u>	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
Salaries & Benefits	\$ 8,444,730	\$ 9,711,241	\$ 9,860,314
Uniforms	81,870	107,000	114,000
Telecom/Computer	246,532	283,700	344,200
Utilities	45,932	45,000	50,000
Gasoline	240,339	300,000	300,000
Buildings & Grounds	-	25,056	-
Equip & Vehicle Expense	3,311	4,900	5,600
Lease/ Rental Equip	21,086	106,000	40,700
Office Expense	42,796	30,000	30,000
Material & Supplies	27,962	79,000	81,000
Dues/Travel/ Training/ Cert	76,142	101,600	113,100
Professional Service	9,000	10,000	10,000
Programs & Events	16,408	26,500	38,500
Grant & Police Forfeitures Expenditures	153,761		15,000
Capital Additions	<u>145,584</u>	<u>149,524</u>	-
Total	\$ 9,555,453	\$ 10,979,521	\$ 11,002,414

PERSONNEL SERVICES

Full-time	\$ 7,489,579	\$ 8,516,143	\$ 8,703,000
Part-time	160,103	252,544	221,000
Overtime	303,314	370,000	370,000
Benefits	<u>491,734</u>	<u>572,554</u>	<u>566,314</u>
	\$ 8,444,730	\$ 9,711,241	\$ 9,860,314

PERSONNEL SCHEDULE

<u>Office of the Chief</u>		<u>Bureau of Field Operations</u>	
Chief of Police	1.00	Captain	1.00
Administrative Assistant	<u>1.00</u>	Lieutenant	6.00
Total	2.00	Sergeant	5.00
<u>Bureau of Support Services</u>		Police Officer	62.00
Major	1.00	Reserve Officer p/t	2.10
Sergeant	1.00	Clerk Typist	<u>1.00</u>
Police Officer	4.00	Total	77.10
IT Director	0.40	<u>Bureau of Investigations</u>	
IT Manager	1.00	Captain	1.00
Dispatcher	9.00	Sergeant	2.00
Dispatcher p/t	1.92	Police Officer	10.00
Administrative Assistant	1.00	Correction Officer	<u>5.00</u>
Clerk Typist	3.00	Total	18.00
Custodian p/t	<u>0.70</u>		
Total	23.02		
		Full-time	115.40
Total Personnel	<u><u>120.12</u></u>	FTE (Part-time/Seasonal)	4.72

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301 - PUBLIC WORKS DEPARTMENT

<u>Account</u>	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
Salaries & Benefits	\$ 3,081,388	\$ 3,533,073	\$ 3,647,800
Uniforms	8,962	13,000	14,000
Utilities	79,886	88,000	100,000
Gasoline	106,776	150,000	140,000
Office Expense	23,971	25,000	25,000
Material & Supplies		5,000	10,000
Dues/Travel/ Training/ Cert	9,012	26,200	27,650
Professional Service	8,438	11,000	13,500
Total	\$ 3,318,433	\$ 3,851,273	\$ 3,977,950

PERSONNEL SERVICES

Full-time	\$ 2,571,696	\$ 2,651,279	\$ 2,768,000
Part-time	149,727	322,026	272,000
Part-time-Seasonal	11,744	81,920	41,000
Overtime	69,178	110,000	110,000
Benefits	279,043	367,848	456,800
	\$ 3,081,388	\$ 3,533,073	\$ 3,647,800

City of Florissant Operating Budget
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301 - PUBLIC WORKS DEPARTMENT (Cont.)

PERSONNEL SCHEDULE

Office of the Director

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

Street Division

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

Sewer Lateral

Engineering Technician	1.00
Class "A" Person	1.00
Class "B" Person	1.00
Class "C" Person	<u>1.00</u>
Total	4.00

Engineering Division

City Engineer	1.00
Inspector/Code Enforcement	1.00
Building Maintenance Supervisor	1.00
Building Maintenance	2.00
Engineering Intern (snl)	0.69
Custodian (p/t)	<u>0.70</u>
Total	6.39

Building Division

Building Commissioner	1.00
Plan Reviewer	1.00
Combination Comm. Inspector	1.00
Multi-Building Inspector	5.00
Prop. Maint & Housing Insp	1.00
Lead Permit/Inspection Clerk	1.00
Permit/Inspection Clerk	7.00
Code Enforcement (p/t)	1.40
Permit/Inspection Clerk (p/t)	0.70
Building/Housing Inspector (p/t)	<u>2.80</u>
Total	21.90

Health Department

Health Superintendent	1.00
Permit/Inspection Clerk	1.00
Clerk Typist	1.00
Class "A" Person	2.00
Class "B" Person	1.00
Class "C" Person	4.00
Laborers (snl)	<u>1.23</u>
Total	11.23

Transportation

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

Total Personnel	<u><u>64.60</u></u>
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	Full-time	54.00
	FTE (Part-time/Seasonal)	10.60

City of Florissant Operating Budget
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401 - RECREATION DEPARTMENT - CIVIC AND COMMUNITY CENTERS

<u>Account</u>	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
Salaries & Benefits	\$ 1,305,131	\$ 1,626,592	\$ 1,702,097
Utilities	<u>245,286</u>	<u>220,000</u>	<u>280,000</u>
Total	\$ 1,550,417	\$ 1,846,592	\$ 1,982,097

PERSONNEL SERVICES

Full-time	\$ 434,935	\$ 520,382	\$ 572,000
Part-time	502,141	594,803	600,000
Part-time Seasonal	59,077	56,000	93,000
Overtime	9,611	6,000	6,000
Benefits	239,333	349,407	331,097
Contract Services	<u>60,034</u>	<u>100,000</u>	<u>100,000</u>
	\$ 1,305,131	\$ 1,626,592	\$ 1,702,097

PERSONNEL SCHEDULE

Full Time:

Superintendent of Recreation	1.00
Center Director I	2.00
Recreation Manager	1.00
Recreation Specialist	3.00
Clerk Typist	2.00
Custodian I	<u>3.00</u>
Total	12.00

Part Time/Seasonal:

Recreation Leaders II & III	5.74
Receptionists	2.97
Custodians	3.00
Park Rangers	2.26
Rink Mgrs, Grds, Cashiers	2.91
JJE Pool Mgr, Head Guard	1.23
JJE Pool Lifeguards	<u>3.67</u>
Total	21.78

Total Personnel	<u><u>33.78</u></u>	Full-time	12.00
		FTE (Part-time/Seasonal)	21.78

City of Florissant Operating Budget
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402 - RECREATION DEPARTMENT-THEATRE

<u>Account</u>	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
Salaries & Benefits	\$ 214,919	\$ 336,075	\$ 330,357
Uniforms	335	1,000	1,500
Telecom/Computer	6,244	9,900	19,670
Merchandise Concessions	1,530	3,000	3,500
Bldg. & Grounds		-	-
Office Expense	8,476	8,700	11,600
Materials & Supplies	794	800	1,000
Dues/Travel/ Training/ Cert	273	1,850	6,950
Professional Services	3,429	4,500	4,500
Programs & Events	124,257	196,850	223,750
Advertising/Publicity	5,146	10,000	13,300
Total	\$ 365,403	\$ 572,675	\$ 616,127

PERSONNEL SERVICES

Full-time	\$ 150,178	\$ 150,475	\$ 157,000
Part-time	3,679	114,344	97,000
Overtime		-	-
Benefits	59,840	68,656	73,557
Contract Services	1,222	2,600	2,800
	<u>\$ 214,919</u>	<u>\$ 336,075</u>	<u>\$ 330,357</u>

PERSONNEL SCHEDULE

Theater Manager	1.00	Assistant Technical Director p/t	0.00
Assistant Theater Manager	1.00	Theater Technician p/t	1.40
Technical Director	<u>1.00</u>	Clerk/Typist p/t	0.24
Total	3.00	Custodian p/t	<u>1.40</u>
		Total	3.04
Total Personnel	<u><u>6.04</u></u>	Full-time	3.00
		FTE (Part-time/Seasonal)	3.04

City of Florissant Operating Budget
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403 - RECREATION DEPARTMENT - SUMMER CAMP

<u>Account</u>	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
Salaries & Benefits	\$ 59,008	\$ 257,504	\$ 264,360
Total	\$ 59,008	\$ 257,504	\$ 264,360

PERSONNEL SERVICES

Full-time	\$ -	\$ -	\$ -
Part-time	-	-	-
Part-time-Seasonal	53,770	227,940	238,000
Overtime	-	-	-
Benefits	<u>5,238</u>	<u>29,564</u>	<u>26,360</u>
	\$ 59,008	\$ 257,504	\$ 264,360

PERSONNEL SCHEDULE

Full Time:

Seasonal:

		Directors	0.20
		Assistant Directors	0.69
		Recreation Leaders	<u>7.31</u>
		Total	8.20
		Full-time	0.00
Total Personnel	<u><u>8.20</u></u>	FTE (Seasonal)	8.20

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404 - RECREATION DEPARTMENT - BANGERT POOL

<u>Account</u>	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
Salaries & Benefits	\$ 210,243	\$ 313,470	\$ 320,046
Utilities	<u>13,420</u>	<u>25,000</u>	<u>25,000</u>
Total	\$ 223,663	\$ 338,470	\$ 345,046

PERSONNEL SERVICES

Part-time-Seasonal	\$ 170,192	\$ 267,186	\$ 278,000
Benefits	\$ 28,231	\$ 36,284	\$ 32,046
Contract Services	<u>11,820</u>	<u>10,000</u>	<u>10,000</u>
	\$ 210,243	\$ 313,470	\$ 320,046

PERSONNEL SCHEDULE

Full Time:

Part Time/Seasonal:

Pool Manager	0.47
Head Guard	0.41
Lifeguards	6.02
Concession Manager	0.36
Cashiers	<u>1.37</u>
Total	8.63

Total Personnel	<u><u>8.63</u></u>	Full-time	0.00
		FTE (Part-time/Seasonal)	8.63

City of Florissant Operating Budget
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405 - RECREATION DEPARTMENT - GOLF COURSE

<u>Account</u>	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
Salaries & Benefits	\$ 435,966	\$ 584,609	\$ 627,860
Uniforms	1,115	1,700	1,700
Postage & Printing		1,000	1,000
Telecom/Computer	2,875	3,400	3,400
Utilities	61,586	50,000	50,000
Gasoline	16,880	15,000	20,000
Merchandise	66,719	48,000	95,000
Bldg. & Grounds	7,027	8,000	8,000
Equip & Vehicle Repairs	120	-	-
Lease/ Rental Equip	77,761	102,900	102,900
Office Expense	448	1,200	1,200
Dues/Travel/ Training/ Cert	2,909	3,525	3,525
License/Permits/Inspections	1,505	1,820	1,820
Professional Services	297	1,300	1,300
Advertising/Publicity	1,205	5,000	5,000
Total	\$ 676,413	\$ 827,454	\$ 922,705

PERSONNEL SERVICES

Full-time	\$ 201,851	\$ 203,338	\$ 219,000
Part-time	15,749	23,296	24,000
Part-time-Seasonal	100,391	225,817	231,000
Overtime	-	-	-
Benefits	117,975	34,796	36,261
	\$ 435,966	\$ 487,247	\$ 510,261

PERSONNEL SCHEDULE

Full Time:

Course Operations:

Golf Clubhouse Manager	1.00
Asst. Golf Clubhouse Manager	1.00

Course Maintenance:

Golf Course Superintendent	1.00
Golf Course Asst Superintendent	<u>1.00</u>
Total	4.00

Total Personnel 11.93

Part-Time/Seasonal:

Pro Shop Manager (pt)	0.70
Pro Shop Staff (snl)	0.95
Cart Attendants (snl)	1.62
Food & Beverage Staff (snl)	1.66
Groundskeeper I (snl)	<u>3.00</u>
Total	7.93

Full-time 4.00
 FTE (Part-time/Seasonal) 7.93

City of Florissant Operating Budget
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407 - RECREATION DEPARTMENT - KOCH AQUATIC CENTER

<u>Account</u>	<u>Actual</u> <u>2022</u>	<u>Adjusted Budget</u> <u>2023</u>	<u>Proposed</u> <u>2024</u>
Salaries & Benefits		\$ -	\$ 365,573
Utilities		-	<u>35,000</u>
Total	\$ -	\$ -	\$ 400,573

PERSONNEL SERVICES

Part-time-Seasonal			\$ 326,000
Benefits			37,573
Contract Services			<u>2,000</u>
			\$ 365,573

PERSONNEL SCHEDULE

Full Time:

Part Time/Seasonal:

		Pool Manager & Assistant	0.40
		Head Guard	0.40
		Lifeguards	7.73
		Concession Manager	0.30
		Cashiers	<u>1.30</u>
		Total	10.13
Total Personnel		<u>10.13</u>	Full-time 0.00
		FTE (Part-time/Seasonal)	10.13

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204 - SEWER LATERAL FUND

	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
<u>REVENUE</u>			
Revenue	\$ 1,247,170	\$ 890,000	\$ 900,000
Interest	2,544	3,000	3,000
Miscellaneous Revenue	-	-	-
Total Budgeted Revenue	\$ 1,249,715	\$ 893,000	\$ 903,000
		Less Total Budgeted Expenditure	(1,063,879)
		Equal Revenue Over/(Under) Expenditure	(160,879)
		Plus Estimated Beginning Fund Balance	\$ 1,178,678
		Equal Estimated Ending Fund Balance	\$ 1,017,799
 <u>EXPENDITURES</u>			
8000-Salaries & Benefits Cross Charge	\$ 403,832	\$ 405,524	\$ 420,144
8021-Uniforms	307	900	900
8024-Telecom/Computer		9,000	9,000
8027-Gasoline	11,959	16,000	16,000
8030-Equipment & Vehicle Expense	10,931	26,000	46,000
8032-Office Expense	1,696	2,500	2,500
8033-Material and Supplies	24,253	36,000	36,000
8042-Travel, Training & Certification		500	500
8043-Organizational Dues		335	335
8050-Professional Services	289,538	190,500	197,500
8055-Insurance & Bonds	38,154	25,000	25,000
8061-Capital Additions	-	60,000	310,000
Total	\$ 780,671	\$ 772,259	\$ 1,063,879

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209 - PARK IMPROVEMENT FUND

	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
<u>REVENUE</u>			
Park Improvement Sales Tax	\$ 3,928,388	\$ 3,800,000	\$ 3,900,000
Interest	858	-	-
Insurance Proceeds	-	-	-
Miscellaneous Revenue	125,249	-	-
Grant Revenue	<u>531,400</u>	<u>533,000</u>	<u>585,000</u>
Total Budgeted Revenue	\$ 4,585,895	\$ 4,333,000	\$ 4,485,000
		Less Total Budgeted Expenditure	<u>(5,371,830)</u>
		Equal Revenue Over/(Under) Expenditure	(886,830)
		Plus Estimated Beginning Fund Balance	<u>1,268,621</u>
		Equal Estimated Ending Fund Balance	\$ 381,791

EXPENDITURES

Salaries & Benefits	\$ 1,665,039	\$ 1,797,574	\$ 1,867,280
Debt Payment	657,163	574,900	\$ 576,000
Uniforms	13,818	18,800	\$ 28,200
Telecom/Computer	5,524	67,517	\$ 61,750
Utilities	79,071	82,000	\$ 100,000
Gasoline	63,121	66,000	\$ 76,000
Merchandise-Concessions	38,373	42,200	\$ 94,500
Buildings & Grounds	319,817	359,285	\$ 424,600
Equip & Vehicle Expense	38,840	40,000	\$ 52,700
Vehicle Leases, Equip Rental/Lease	66,594	162,900	\$ 178,500
Office Expense	15,442	19,500	\$ 25,500
Material & Supplies	120,202	154,500	\$ 227,700
Dues, Travel, Training and Certification	6,461	15,900	\$ 20,000
License, Permits & Inspections	8,212	10,450	\$ 13,800
Professional Services	13,644	37,800	\$ 37,800
Program & Events	74,034	112,800	\$ 126,500
Advertising/Publicity	38,105	51,500	\$ 67,000
Capital Additions	<u>825,108</u>	<u>1,209,735</u>	<u>\$ 1,394,000</u>
Total	\$ 4,048,568	\$ 4,823,361	\$ 5,371,830

PERSONNEL SERVICES

Full-time	\$ 991,783	\$ 995,645	\$ 1,080,000
Part-time	68,715	75,163	81,000
Part-time Seasonal	8,396	96,000	98,000
Overtime	66,216	35,000	35,000
Benefits	495,254	496,266	473,780
Contract Services	<u>34,675</u>	<u>99,500</u>	<u>99,500</u>
	\$ 1,665,039	\$ 1,797,574	\$ 1,867,280

City of Florissant Operating Budget
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PERSONNEL SCHEDULE

Full-time:

Parks Director	1.00
Administrative Assistant	1.00
Park Superintendent	1.00
Class "A" Foreman	1.00
Forester I	1.00
Class "A" Person	4.00
Class "B" Person	4.00
Class "C" Person	<u>6.00</u>
Total	19.00

Part-time/Seasonal:

Rangers	2.51
Laborers (snl)	<u>2.88</u>
Total	5.39

		19.00
		Full-time
Total Personnel	<u><u>24.39</u></u>	FTE (Part-time/Seasonal) 5.39

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

216 - PROPERTY MAINT. FUND

	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
<u>REVENUE</u>			
Business License - Rental Property	\$ 391,700	\$ 391,700	\$ 390,000
Vacant Property Registration	<u>19,170</u>	<u>19,170</u>	<u>20,000</u>
Total Budgeted Revenue	\$ 410,870	\$ 410,870	\$ 410,000
		Less Total Budgeted Expenditure	<u>(419,715)</u>
		Equal Revenue Over/(Under) Expenditure	(9,715)
		Plus Estimated Beginning Fund Balance	<u>\$ 58,298</u>
		Equal Estimated Ending Fund Balance	\$ 48,583
 <u>EXPENDITURES</u>			
1600-Salaries & Benefits Cross Charge	\$ 402,380	\$ 394,340	\$ 413,715
1632-Office Expense	<u>-</u>	<u>6,000</u>	<u>6,000</u>
Total	\$ 402,380	\$ 400,340	\$ 419,715

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

217 - PUBLIC SAFETY FUND

	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
<u>REVENUE</u>			
Sales Tax Revenue	\$ 3,285,585	\$ 3,000,000	\$ 3,300,000
Interest	181	-	-
Other Income	21,680	-	-
Insurance Proceeds	40,194	-	-
Total Budgeted Revenue	\$ 3,347,640	\$ 3,000,000	\$ 3,300,000
		Less Total Budgeted Expenditure	<u>(4,023,203)</u>
		Equal Revenue Over/(Under) Expenditure	(723,203)
		Plus Estimated Beginning Fund Balance	<u>\$ 886,493</u>
		Equal Estimated Ending Fund Balance	\$ 163,290
 <u>EXPENDITURES</u>			
1700-Salaries & Benefits Cross Charge	\$ 2,168,868	\$ 2,571,315	\$ 3,090,203
1724-Telecom/Computer	53,241	151,000	186,000
1726-Utilities	35,369	45,000	45,000
1729-Buildings & Grounds	14,076	25,000	40,000
1761-Capital Additions	622,920	576,990	662,000
Total	\$ 2,894,473	\$ 3,369,305	\$ 4,023,203

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

255 - ARPA FUND (Life to Date Budget)

	<u>Actual</u> <u>2021</u>	<u>Adjusted Budget</u> <u>2022</u>	<u>Proposed</u> <u>2024</u>
<u>REVENUE</u>			
Revenue - ARPA Funds	\$ 521,592	\$ 5,996,048	\$ 681,208
Total Budgeted Revenue	\$ 521,592	\$ 5,996,048	\$ 681,208
		Less Total Budgeted Expenditure	(681,208)
		Equal Revenue Over/(Under) Expenditure	-
		Plus Estimated Beginning Fund Balance	-
		Equal Estimated Ending Fund Balance	\$ -
<u>EXPENDITURES</u>			
5514-Salaries & Benefits Cross Charge	\$ 496,628	\$ 1,859,048	\$ 681,208
5561-Capital Additions	24,964	4,137,000	-
Total	\$ 521,592	\$ 5,996,048	\$ 681,208

*** Represents Life To Date (LTD) Budget

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

314 - COURT BUILDING FUND

	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
<u>REVENUE</u>			
Revenue	\$ 34,702	\$ 132,000	\$ 132,000
Interest	-	-	-
Total Budgeted Revenue	\$ 34,702	\$ 132,000	\$ 132,000
		Less Total Budgeted Expenditure	(132,000)
		Equal Revenue Over/(Under) Expenditure	-
		Plus Estimated Beginning Fund Balance	-
		Equal Estimated Ending Fund Balance	\$ -

EXPENDITURES

1420-Debt Service	\$ 30,310	\$ 132,000	\$ 132,000
Total	\$ 30,310	\$ 132,000	\$ 132,000

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

403 - CAPITAL IMPROVEMENT FUND

	<u>Actual</u> <u>2022</u>	<u>Adjusted Budget</u> <u>2023</u>	<u>Proposed</u> <u>2024</u>
<u>REVENUE</u>			
Capital Improvement Sales Tax	\$ 3,951,382	\$ 3,600,000	\$ 4,000,000
Interest	1,756	-	-
Other Revenue	46,640	-	-
Grants & Reimbursements	<u>43,314</u>	<u>682,578</u>	<u>368,000</u>
Total Budgeted Revenue	\$ 4,043,092	\$ 4,282,578	\$ 4,368,000
		Less Total Budgeted Expenditure	<u>(6,104,083)</u>
		Equal Revenue Over/(Under) Expenditure	(1,736,083)
		Plus Estimated Beginning Fund Balance	<u>\$ 2,350,000</u>
		Equal Estimated Ending Fund Balance	\$ 613,917
 <u>EXPENDITURES</u>			
Salary & Benefit Admin Cross Charge CIF	\$ 112,037	\$ 113,316	\$ 113,313
Debt Payment	771,298	705,850	711,470
Telecom/Computer	206,126	193,500	180,000
Buildings & Grounds	312,878	482,029	498,100
Equip & Vehicle Expense	320,454	402,700	408,200
Vehicle Leases, Equip Rental/Lease	120,797	201,000	240,000
Material & Supplies	107,796	110,000	120,000
Street Markings	25,453	31,000	35,000
Professional Service	251,884	495,972	919,000
Street Lighting	426,614	510,000	550,000
Street Contracts	650,000	1,750,000	1,745,000
Stormwater Projects	12,384	545,000	-
Capital Additions	<u>238,894</u>	<u>958,245</u>	<u>584,000</u>
Total	\$ 3,556,615	\$ 6,498,612	\$ 6,104,083

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

408 - STREET FUND

	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <u>2024</u>
<u>REVENUE</u>			
Revenue	\$ 1,688,579	\$ 1,500,000	\$ 1,700,000
Interest	957	-	-
Grant Revenue	<u>101,545</u>	<u>895,200</u>	<u>168,000</u>
Total Budgeted Revenue	\$ 1,791,081	\$ 2,395,200	\$ 1,868,000
		Less Total Budgeted Expenditure	<u>(2,463,268)</u>
		Equal Revenue Over/(Under) Expenditure	(595,268)
		Plus Estimated Beginning Fund Balance	<u>\$ 842,844</u>
		Equal Estimated Ending Fund Balance	\$ 247,576
<u>EXPENDITURES</u>			
0814-Salary & Benefit Cross Charge - Street Fund	\$ 266,095	\$ 277,172	\$ 278,268
0833-Material & Supplies	145,748	167,500	245,000
0852-Street Contracts	885,098	2,849,000	1,940,000
0861-Capital Additions	<u>142,691</u>	<u>-</u>	<u>-</u>
Total	\$ 1,439,632	\$ 3,293,672	\$ 2,463,268



Agenda Request Form

For Administration Use Only:

Meeting Date: 10/23/2023

Open Closed

Report No. 70/2023

Date Submitted:**To:** City Council**Title:** Ordinance realizing revenue of \$392,394.00 from Missouri American Water Company to the Street Fund and appropriating the same amount to account no. 408-5670 "Street Contract" for the restoration of Harrison Street.**Prepared by:** Public Works Director Todd Hughes**Department:** Public Works**Justification:**

The City accepted money from Missouri American for the restoration of Harrison Street. This work was completed as part of the Major streets contract. Please realize the revenue into account 408-47803 Reinmb - American Water and appropriate the money into account 408-5670 Street contract - other.

INTRODUCED BY COUNCILMAN EAGAN
OCTOBER 23, 2023

BILL NO. 9925

ORDINANCE NO.

ORDINANCE REALIZING REVENUE OF \$392,394.00 FROM MISSOURI AMERICAN WATER COMPANY TO THE STREET FUND AND APPROPRIATING THE SAME AMOUNT TO ACCOUNT NO. 408-5670 "STREET CONTRACT" FOR THE RESORATION OF HARRISON STREET.

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

Section 1: \$392,394 is hereby realized as revenue from Missouri American Water Company;
and

Section 2: \$392,394 is hereby appropriated to account no. 408-5670 "Street Contract" for the restoration of Harrison Street

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

Adopted this ____ day of _____, 2023.

Joseph Eagan, President of the Council

Approved this ____ day of _____, 2023.

Mayor Timothy J. Lowery

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC,
City Clerk



Agenda Request Form

For Administration Use Only:

Meeting Date: 10/23/2023

Open Closed

Report No. 71/2023

Date Submitted:

To: City Council

Title: Ordinance authorizing a transfer in the Capital Improvement Fund of \$20,000.00 from Account 403-56520 Sidewalk repairs to account 403-53300 Materials & supplies for the continued repairs to City streets by the Street Division.

Prepared by: Public Works Director Todd Hughes

Department: Public Works

Justification:

Please authorize a transfer of \$20,000.00 from Account 403-56520 Sidewalk repairs to account 403-53300 Materials & supplies for the continued repairs to City streets by the Street Division.

INTRODUCED BY COUNCILMAN EAGAN
OCTOBER 23, 2023

BILL NO. 9926

ORDINANCE NO.

ORDINANCE AUTHORIZING A TRANSFER IN THE CAPITAL IMPROVEMENT FUND OF \$20,000.00 FROM ACCOUNT 403-56520 SIDEWALK REPAIRS TO ACCOUNT 403-53300 MATERIALS & SUPPLIES FOR THE CONTINUED REPAIRS TO CITY STREETS BY THE STREET DIVISION.

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

Section 1: \$20,000 is hereby transferred from account 403-56520 Sidewalk repairs to account 403-53300 Materials & supplies for the continued repairs to City streets by the Street Division.

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

Adopted this ____ day of _____, 2023.

Joseph Eagan, President of the Council

Approved this ____ day of _____, 2023.

Mayor Timothy J. Lowery

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC,
City Clerk