



FLORISSANT CITY COUNCIL AGENDA
City Hall
955 Rue St. Francois
MONDAY, NOVEMBER 13, 2023
7:00 PM
Karen Goodwin, MMC/MRCC



I. PLEDGE OF ALLEGIANCE

II. ROLL CALL OF MEMBERS

III. APPROVAL OF MINUTES

10-23-2023	City Council Minutes	
10-7-2023	Budget Minutes	

IV. HEARING FROM CITIZENS

V. COMMUNICATIONS

1	Letter dated October 27th, 2023 from Carol Rogers thanking Councilman Schildroth for his help with a child safety issue.	
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VI. PUBLIC HEARINGS

23-11-028	Request to authorize a Special Use Permit to Taste LLC to allow for a Sit-Down and Carry-out Restaurant located at 1169 N. Highway 67 in an existing 'B-3' Extensive Business District.	Tequila Clark
23-11-029	Request to authorize the Rezoning of 8333 N. Lindbergh from 'B-1' Local Shopping District to a 'B-3' Extensive Business District.	Lisa Becker
23-11-030	Request to authorize a Special Use Permit for Tea N. Tea restaurant located at 8192 N Lindbergh to allow for the operation of a restaurant.	Brian Cuo /Sherry Wang/Letian Xiong

VII. OLD BUSINESS

	BILLS FOR SECOND READING	
S9922	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
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

VIII. NEW BUSINESS

	BOARD APPOINTMENTS	
	REQUESTS	
SUP Transfer	Request to accept the application for a transfer of Special Use Permit No. 8244 from Leo Liu d/b/a Lucky House to Dao Tien Express LLC for the operation of a restaurant located at 728 South New Florissant.	Matthew Brannon
Liquor	Request for a Package Liquor License for Royals Liquor located at 490 Howdershell.	Krunal Patel
	BILLS FOR FIRST READING	
9927	Ordinance to amend Title II, Chapter 245 “Parks & Recreation” of the Florissant City Code, section 245.180 “Fees for Use”, to adjust fees for use of various park facilities.	Eagan
9928	Ordinance authorizing a Special Use Permit for Taste LLC to allow for a Sit-Down and Carry-out Restuarant in an existing 'B-3' Extensive Business District located at 1169 N. Highway 67.	O'Donnell
9929	Ordinance to authorize the Rezoning of 8333 N. Lindbergh for Tamara Properties from 'B-1' Local Shopping District to a 'B-3' Extensive Business District to allow for a Laundromat.	Eagan

9930	Ordinance to authorize a Special Use Permit for Tea N Tea located at 8192 N Lindbergh to allow for the operation of a carry-out restaurant.	Eagan
9931	Ordinance amending ordinance no. 8843 establishing a new compensation plan for seasonal employees of the City of Florissant and containing an effective date clause.	Eagan
9932	Ordinance authorizing a transfer of Special Use Permit No. 8244 from Leo Liu d/b/a Lucky House to Dao Tien Express LLC for the operation of a restaurant located at 728 South New Florissant.	Pagano
9933	Ordinance to authorize an appropriation of \$85,000 from the Capital Improvement Fund to account no. Fund 403-56100-201-23XXX "Capital Addition – Police Station Sidewalk Repair”.	Eagan
9934	Ordinance authorizing a transfer of \$10,000 within the Park Improvement Fund from account no. 209-51600-400 "Contract Services" to account no. 209-52604-400 "Utilities – Parks" for year end balancing.	Eagan
9935	Ordinance authorizing various transfers within the General Revenue Fund for year end balancing.	Eagan

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 NOVEMBER 10, 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, NOVEMBER 13, 2023

CITY OF FLORISSANT



COUNCIL MINUTES Monday, October 23, 2023

The Florissant City Council met in regular session at Florissant City Hall, 955 Rue St. Francois on Monday, October 23, 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: Pagano, Parson, Siam, Harris, Manganelli, Eagan, Caputa, and Schildroth. Councilman Thomas O'Donnell was excused. 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 **10-9-2023. City Council Minutes**

Councilwoman Pagano made a motion to approve the City Council Minutes of October 9, 2023, seconded by Siam. Motion carried.

IV. SPECIAL PRESENTATIONS

PROCLAMATIONS

Extra Mile Day Proclamation

The City Clerk read the Proclamation for Extra Mile Day.

V. HEARING FROM CITIZENS

Sandi Meyer, 125 Pompano, stated she would be coming to meetings every two weeks until a change is made. She noted she would like propose that the city require any new construction to be built green which should include permeable roads and sidewalks and rain gardens with native plantings. These gardens are designed to hold storm water run-off to filter pollutants. She also proposed any new or current construction in wooded areas be required to maintain a minimum of 25% of the existing trees.

VI. COMMUNICATIONS

There were none.

VII. PUBLIC HEARINGS

23-10-026.

Request to authorize a Special Use Permit for Royals Liquor to allow for a Package Liquor Store located at 490 Howdershell. (Recommended approval by the Planning and Zoning Commission on 10-2-2023).

The City Clerk reported that Public Hearing 23-10-026 for the Request to authorize a Special Use Permit for Royals Liquor to allow for a Package Liquor Store located at 490 Howdershell. The Chair declared the Public Hearing to be open.

Jay Patel, petitioner, stated the business intends to be open from Monday through Saturday 9am to 10pm and 11am to 8pm on Sundays. He noted they may add snacks and other refreshments at their location, the business may also sell airplane style bottles of liquor as well.

Councilman Eagan noted concerns with the small bottles causing trash pile up in the parking lots, as well as the standards for the business such as lights, security, and other requirements. He asked the petitioner if he would agree to restricting the sale of small bottles of liquor and the petitioner agreed.

Mr. Patel noted he does not want trash along the property and would only allow the bottles if they are popular and intends to keep the area clean. He stated the business would like to remodel the entire interior of the property and the architect would be submitting plans for the business after approval.

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

23-10-027.

Request to amend Special Use No. 8376 issued to Shade Restaurant & 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)

The City Clerk reported that Public Hearing 23-10-027 for the Request to amend a Special Use No. 8824 issued to Shade Restuarant & Bar, LLC d/b/a Twelve 19 Restaurant and Lounge located at 1752-1759 N New Florissant Rd to allow for a change in hours of operation, in a 'B-3' Extensive Business District. The Chair declared the Public Hearing to be open.

Lisa West, petitioner, stated she took over Shade Restaurant and Bar and initially wanted to make a brunch location, but with restricted hours, it is hard for the business to continue operating. She noted a party of 10 came into the business at 8:50 pm but were turned away due to the closing time of 10pm. Ms. West wants to expand her hours for the ability to financially support the plan of expanding the kitchen and menu available to customers.

Councilman Eagan noted the business was first proposed as a brunch location with various drinks available then became a barbeque location.

Ms. West noted they do have some menu items which are cooked on the barbeque in the rear which is authorized. She stated she submitted plans 6 weeks ago to Public Works for approval of a full kitchen but has not heard back from the review.

Councilman Eagan verified the business is run as a restaurant and bar because he has concerns about fights taking place in nightclubs as well as the risk to residents.

Ms. West stated the business is doing business as a restaurant and lounge, catering to families during the day and catering to adults in the evenings. She acknowledges the business had two incidents in which, on March 10, 2023, two young adults attempted to rob her family as they were leaving the business in the early morning hours and shot at people as well as the business. The second incident, on March 22, 2023, an officer arrived at 10:30pm and was let into the business. She stated the officer believed people were still patronizing the business, waiting to receive food,

and the business was suspended for 2 months due to this incident. Ms. West stated she believed the situation of having to close her business at 10pm was special and unique to her business and would like to request a change in the hours of operation and to avoid another incident taking place on her property. She noted she would not be charging for parking spaces, for VIP seating, or a cover charge. Ms. West stated a minimum cost for food and beverage would be charged for a party of 10 or more which would go towards their bill at the end of the night to prevent cancelations. She noted the environment is going to attract and cater more towards people of the ages 45 and older but is not restricting who will be allowed in the business.

Kevin Bryant stated he is a long-term resident of Florissant and a business owner in St. Louis. He stated he wanted to be a character witness for Ms. West. He noted his development company tried to have Ms. West open the business in St. Louis City, but she was adamant about opening the business in Florissant. Mr. Bryant noted he sees violence at many different restaurants, and it is not a matter of the operations of the business, but up to the owner. He stated the city would be doing the business and owner a disservice by not allowing her to remain open and change her hours.

Tonya Lacey, Florissant resident, noted she has watched many businesses come and go and the city should allow the business to remain as it is a family establishment who is wanting to treat customers currently and well. She stated she would like to see the business generate revenue for the community.

Cortney Mitchell, Florissant resident, stated he knows Ms. West and always encourages his guests to check out Twelve 19 Restaurant and Lounge.

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

Councilwoman Pagano made a motion to remove Bill No. 9923 from the agenda, seconded by Eagan. Motion carried.

VIII. OLD BUSINESS

BILLS FOR SECOND READING

There were none.

IX. NEW BUSINESS

BOARD APPOINTMENTS

There were none.

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)

Councilman Schildroth made a motion to approve a permit for Michael Blum to keep 3 hens located at 148 Boone Street, seconded by Manganeli. Motion carried.

Liquor.

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

Councilman Siam made a motion to approve the Request for a Full Liquor by the Drink License for Brennan's Bar and Grill located at 1740 Thunderbird, seconded by Parson. On roll call, the council voted as follows:

VOTING

Motion by: Councilman Siam, Tommy

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				
Councilwoman Pagano, Jackie	X			
Councilman Parson Jr., Robert	X			
Councilman Siam, Tommy	X			

Liquor.

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

Councilman Eagan made a motion to approve the Request for a Beer and Wine by the Drink License for Behind the 8 Ball located at 1165 N. Highway 67, seconded by Caputa.

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

Councilman Eagan noted when the request originally came before the council, Mr. Wallace said he would not be asking for a liquor license at this location.

Darryl Wallace, owner, stated he mentioned in the initial proposal that he would like to have beer and wine at the location. He noted he would like to serve alcohol from 11am to 11pm all 7 days of the week.

On roll call, the council voted as follows:

VOTING

Motion by: Councilman Eagan, Joseph

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				
Councilwoman Pagano, Jackie	X			
Councilman Parson Jr., Robert	X			
Councilman Siam, Tommy	X			

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.

Bill No. 9922 was read for the first time.

9923.

Ordinance to amend Special Use No. 8376 issued to Shade Restaurant & 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.

Bill No. 9923 was removed from the agenda.

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.

Bill No. 9924 was read for the first time.

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.

Bill No. 9925 was read for the first time.

Councilman Schildroth moved that Bill No. 9925 be read for a second time, seconded by Caputa. Motion carried and Bill No. 9925 was read for a second time.

Councilman Caputa moved that Bill No. 9925 be read for a third time, seconded by Manganelli.

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

Having received a unanimous vote of all members present Bill No. 9925 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 Caputa, Jeff

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				
Councilwoman Pagano, Jackie	X			
Councilman Parson Jr., Robert	X			
Councilman Siam, Tommy	X			

Whereupon the Chair declared Bill No. 9925 to have passed and become Ordinance No. 8927.

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.

Bill No. 9926 was read for the first time.

Councilman Caputa moved that Bill No. 9926 be read for a second time, seconded by Parson. Motion carried and Bill No. 9926 was read for a second time.

Councilman Schildroth moved that Bill No. 9926 be read for a third time, seconded by Caputa.

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

Having received a unanimous vote of all members present Bill No. 9926 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 Schildroth, Keith

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				
Councilwoman Pagano, Jackie	X			
Councilman Parson Jr., Robert	X			
Councilman Siam, Tommy	X			

Whereupon the Chair declared Bill No. 9926 to have passed and become Ordinance No. 8928.

X. COUNCIL ANNOUNCEMENTS

Councilwoman Pagano noted Wards 5 and 7 would be holding their joint ward meeting for residents on Thursday, November 9th, 2023, at 7pm at the Florissant Justice Center.

Councilman Caputa noted residents should not leave their vehicles unattended while running in the morning and the police department will be handing out tickets for vehicles running unattended. He reminded residents to secure their firearms in their homes and not in their vehicles.

XI. MESSAGE FROM THE MAYOR

Mayor Lowery noted the Family Boo Bash would be taking place on Saturday, October 28, 2023 from 10am to 2pm at the James J. Eagan Center with trick or treating, games and activities, and food vendors.

On Sunday, October 29th, the Halloween Skate Party takes place for ages 5 to 14 with a costume contest with a cost of \$6 for residents and \$8 for non-residents.

The Veteran’s Day Parade will take 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 4105 and an event honoring Florissant Veteran of the Year Ron Fink.

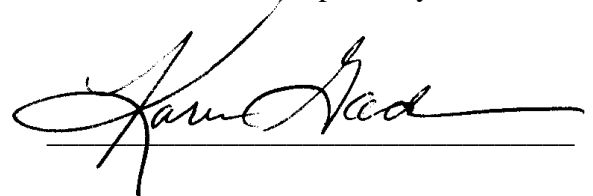
XII. ADJOURNMENT

The Council President stated the next regular City Council Meeting will be Monday, November 13, 2023, at 7:00 pm.

Councilwoman Pagano moved to adjourn the meeting, seconded by Siam. Motion carried.

Adjourned at 7:42 PM

Respectfully submitted,



Bill No. 9925
Bill No. 9926

Ord No. 8927
Ord No. 8928



Agenda Request Form

For Administration Use Only:

Meeting Date: 11/13/2023

Open

Closed

Report No. 28/2023

Date Submitted:

To: City Council

Title: Budget Minutes

Prepared by: Administrator

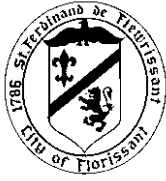
Department: City Clerk

Justification:

Please see attached

Attachments:

1. Budget minutes



CITY OF FLORISSANT
BUDGET MINUTES
OCTOBER 7, 2023



The City Council met on Saturday, October 7th, 2023 for a budget work session on the FY 2024 proposed budget at 8:00am in the Council chambers at 955 rue St. Francois. Council members in attendance included: Manganelli, Caputa, Schildroth, O'Donnell, Pagano, Harris, Parson, Siam, and Eagan. Also, in attendance was Mayor Timothy Lowery, Director of Finance Kimberlee Johnson, City Clerk Karen Goodwin. Council President Eagan stated that a quorum was present and the meeting was brought to order.

Introduction and revenue review

Kimberlee Johnson, Finance Director, reviewed fund balances and revenues.

Mrs. Johnson stated that a correction was needed for the Park Improvement Fund Balance.

**Councilman Eagan moved to correct the fund balance for the Park Improvement fund from \$975,054 to \$1,268,621, seconded by Manganelli, on voice vote the motion carried unanimously.
Reviewed revenue

Councilwoman Pagano asked about the Marijuana sales tax numbers. Mrs. Johnson stated that she does not have those numbers and would have to research those specifically.

Police Department

Chief Fagan, Major Boden

Chief Fagan reviewed the proposed budget, he stated that many of the increases are due to the cost of goods increasing.

Telecom and computers - increased cell phone fees and price increases on equipment. Regis is also increasing their price by an estimated \$10,000. Power DMS had a price increase of \$6,000. Chief Fagan asked that the copier equipment budget be increased to \$25,500 as it was in the previous year.

**Councilman Eagan moved to increase the budget for Copier equipment in account no. 101-53121-201 for the police department to \$25,500. Seconded by Caputa, on voice vote the motion carried unanimously.

Chief Fagan reviewed changes in the proposed budget from last year's budget.

Public Safety Fund

10/7/2023 Budget minutes

Chief Fagan stated that gun range cleaning is a new budget item. Chief reviewed the line items that have changed due to price increases.

Councilman Parson asked about the drones. Are the drones that the city owns in need of replacement? Major Boden stated that they are able to be updated so no new drones are needed. Chief explained that there is specific staff trained on the drones.

Councilman Harris asked about the speed signs. (Remove the word five in the back up documents).

Councilman Eagan asked how many cases have gone to the CPRB. Chief Fagan answered none.

Councilman Caputa asked about the night vision goggles. Chief stated that this equipment was not used and they feel they have other options.

Councilwoman Pagano asked about sending people to the academy. Chief stated that as a member of the St. Louis County academy, there is no additional cost for the academy.

Councilman Eagan asked about expired plates tickets. Chief stated they write a large amount of citations and they do listen to the residents.

Mayor asked for the Chiefs thoughts on bringing back red-light cameras. Chief stated that he would like to see that happen. Council and Chief discussed what the process might be if they can come back.

Councilman Harris asked about FLOCK. Chief said that Flock cameras have been very useful.

Public Works Department

Todd Hughes, Public Works Director reviewed his proposed budget.

He reviewed the changes in positions for the public works department.

Mr. Hughes stated that increases in proposed budget has increases to reflect the increase in the cost of goods. Gasoline is decreased due to electric vehicles.

Sewer Lateral Fund

Mr. Hughes discussed the increases in the proposed budget.

Councilman Parson asked about the wheeled excavator. Mr. Hughes said that this is a replacement.

Mr. Hughes stated that they do between 100-110 sewer laterals a year. The numbers stay pretty stable.

Property Maintenance Fund

Mr. Hughes reviewed the Property Maintenance fund proposed budget. He stated that approximately \$2700 is needed for postage for sending out rental license renewal information.

Councilwoman Pagano asked how many vacant properties are we collecting fees for. Mr. Hughes said approximately 800.

Councilwoman Pagano asked about the number of rental licenses. Mr. Hughes answered 7500-8000. Councilwoman Pagano asked if they are all participating in the training,

Capital Improvement

Mr. Hughes reviewed the proposed changes in the Capital Improvement Fund

Council discussed the replacement of vehicles and equipment.

Councilman Manganelli asked about an analysis of the electric vehicles vs gas vehicles.

Street Fund

Mr. Hughes stated that the proposed budget for the Street Fund increased only slightly.

Theater

Brian Paladin, Theater manager reviewed the proposed budget and changes from last year.

Council discussed the increased fees for bands.

Mr. Paladin stated that they are asking for a new sound system in the Capital Additions budget.

Golf

Andy Sprunt, Golf Course Superintendent, Sam.Freihoff, Clubhouse Manager, and Cheryl Thompson-Stimage, Parks Director.

Mr. Sprunt reviewed the golf course proposed budget. He asked to move \$5000 from Grounds Maintenance to Utilities. Since the grounds maintenance is in the Capital Improvement fund, they increase in one and decrease in the other account needed to be done separately.

**Councilman Eagan moved to increase the Utilities (101-52600-405) budget for the golf course by \$5000, seconded by Pagano. On voice vote, the motion carried unanimously

**Councilman Eagan moved to decrease the Grounds Maintenance account for the golf course (403-52960) by \$5,000. seconded by Pagano, on voice vote, the motion carried unanimously.

10/7/2023 Budget minutes

The council and Mrs. Thompson-Stimage discussed the Golf course deck replacement. Mrs. Thompson-Stimage stated that the initial estimates are \$250,000 with the gazebo, \$175,000 without the gazebo. The replacement would be the entire deck except for a storage area in the back that is not used.

Councilman Schildroth feels that it is very important to replace the deck because it is an essential piece of the golf course.

Councilman Manganelli stated that he feels like the gazebo needs to be included.

Mayor explained that \$175,000 has not been spent from the ARPA funds so those funds could be used for the deck.

**Councilman Caputa moved to add \$75,000 to the capital additions budget for the golf course to include the gazebo in the deck replacement. Seconded by Manganelli, on voice vote, the motion carried unanimously.

**Councilman Caputa moves to increase the Capital Improvement estimated beginning fund balance to 2,350,000, seconded by Manganelli, on voice vote, the motion carried unanimously.

Councilman Schildroth asked if the irrigation system could be paid for from the County Parks Grant? Mrs. Thompson-Stimage stated that it could be paid for from the grant depending on the grant priorities of the city.

Council discussed the replacement of golf equipment.

Parks Department

Park Improvement budget adjustment

**Councilman Eagan moved to remove Grant no. 23 and revenue of \$83,500 from the budget added in error for the relocation of the St. Ferdinand restrooms, seconded by Harris, on voice vote, the motion carried unanimously.

**Councilman Eagan moved to add \$825,000 and Grant #24 revenue to the budget for moving the maintenance shed and new bandshell for the parks department, seconded by Caputa, on voice vote, the motion carried unanimously.

**Councilman Eagan moved to remove \$50,000 Grant #23 expense for the relocation of the St. Ferdinand restrooms, seconded by Parson, on voice vote, the motion carried unanimously

**Councilman Eagan moved to add Grant #24 expense (\$575,000) to relocate the maintenance shed and build a new bandshell, seconded by Parson, on voice vote, the motion carried unanimously.

Parks Department Continued

10/7/2023 Budget minutes

Cheryl Thompson-Stimage, Parks Director and Kevin Green, Park Superintendent

Council discussed the construction and updates that are happening at the civic centers.

Councilman Harris asked about the rental of the new bandshell. The decision has not been made yet.

Courts

Judge Mary Elizabeth Dorsey presented the proposed budget for the court.

Prosecuting Attorney

Keith Cheung, Prosecuting Attorney provided an overview of his proposed budget.

Council discussed the red-light cameras.

IT/Media

Steve Kinnison/Jason Weigand

Mr. Kinnison reviewed the proposed IT budget.

Senior Department

Peggy Hogan, senior director began with thanking the Council and Mayor for their support of the new senior center. She reviewed the proposed budget.

She explained that the trips and the lunch programs are offset by revenue from charging for tickets for the events.

Mrs. Hogan discussed the plans for the new senior center as well as additional classes and activities.

Human Resources

Sonya Brooks-White, HR Director reviewed her proposed budget.

She noted the changes in the drug testing.

Mrs. Brooks White stated that she is asking for an official salary study that has not been done since 2009. She has 4 proposals for the study.

Council discussed the need for the compensation study.

Insurance

10/7/2023 Budget minutes

Mrs. Brooks-White explained that the city is going to a self-funded insurance plan. The city pays their own claims instead of paying a monthly fee for insurance. The city picks the 3rd party administrator, the RX provider etc. the money that would be going to insurance goes into a fund to pay the claims,

**Councilman Schildroth made a motion to increase the budget by \$5000 to add to the \$30,000 budgeted (5500), seconded by Eagan, on voice vote, the motion carried unanimously.

Community Development/Housing

Carol O'Mara, Community Development Director, reviewed the budget for the Community Development and Housing department. She noted that the Council was asking for a housing study and she is working with PGAV to get that started and will be able to pay for it out of admin COVID funds.

Economic Development

Patrick Mulcahy, Economic Development Director reviewed the proposed budget for the Economic Development department. He provided an update on development and discussed the contract with Retail Strategies.

Mr. Mulcahy presented some information about an Economic Development sales tax. He explained what the funds could be used for and how the fund would be administered. Councilman Caputa asked if the ED funds would be separate from the General Fund, Mr. Mulcahy stated the he felt that was the best way to handle it.

Mr. Mulcahy asked for an additional \$50,000 for a RFP for redevelopment.

**Councilman Eagan moved to add \$50,000 to Capital additions for Economic Development for an RFP, seconded by Manganelli. on voice vote, the motion carried unanimously

**Councilman Parson moved to remove the \$10,000 from the Koch Aquatic center for bus service, seconded by Harris, on voice vote, the motion carried unanimously.

**Councilman Parson moved to add \$20,000 to the Defined Benefit account (101-51006-102), seconded by Caputa, on voice vote, the motion carried unanimously.

**Councilman Eagan moved to increase Dues, Travel and Training for the Mayor (101-54300-102) by \$2,150. Seconded by Manganelli, on voice vote, the motion carried unanimously

Administration

Finance

Kimberlee Johnson, Finance Director reviewed the proposed budget for the Finance Department.

10/7/2023 Budget minutes

City Clerk

Karen Goodwin, City Clerk thanked the Council for the ability to purchase software programs for records requests and agenda management.

Councilman Eagan moved to adjourn the meeting at 1:38 pm, seconded by Mulcahy, motion carried and the meeting was adjourned.

Karen Goodwin, MPPA, MMC, MRCC
City Clerk

** Motions made for changes to the budget



Agenda Request Form

For Administration Use Only:

Meeting Date: 11/13/2023

Open

Closed

Report No. 1/2023

Date Submitted:

To: City Council

Title: Letter dated October 27th, 2023 from Carol Rogers thanking Councilman Schildroth for his help with a child safety issue.

Prepared by: Administrator

Department: City Clerk

Justification:

See attached letter

Attachments:

1. Letter

City of Floissant

Dear Keith Schildroth Ward 5,

Two weeks ago I wrote to you with a real issue for some children crossing a very busy street in order to get to and from school by bus. You called me twice to assure me that my concern was now your concern. You would seek to find a reasonable solution to this safety issue. You did it. I personally want to thank you ever so much and the parents thank you also. It's very satisfying to know that our city official really cares. I appreciate your expertise and expedience in your response to this safety issue for the children. You are a true blessing for Ward 5, you listen, you investigate and then you work to find a solution.

Well Done!

Great Job!

Sincerely
great-grandmother
Cecile Rogers
Oct 27, 2023



Agenda Request Form

For Administration Use Only:

Meeting Date: 10/2/2023

Open Closed

Report No. 26/2023

Date Submitted:

To: City Council

Title: Request to authorize a Special Use Permit to Taste LLC to allow for a Sit-Down and Carry-out Restaurant located at 1169 N. Highway 67 in an existing 'B-3' Extensive Business District.

Prepared by: Administrator

Department: Public Works

Justification:

Please see attachments

Attachments:

1. PH Notice 1169 N Hwy 67
2. signed motion
3. Application
4. Articles of Organization
5. Plans

CITY OF FLORISSANT

Public Hearing



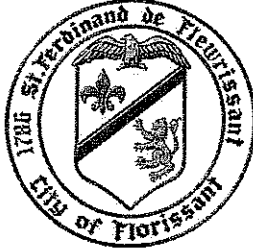
In accordance with 405.125 of the Florissant Zoning Code a Public Hearing will be held by the City Council of Florissant, MO. in the Council Chambers, 955 rue St. Francois, on Monday, November 13, 2023 at 7:00 p.m. on the following proposition:

To authorize a Special Use Permit to allow for a sit-down, carry-out restaurant in an existing 'B-3' Extensive Business for the property located at 1169 N. Highway 67 (Taste, LLC). 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 cityclerk@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: August 16, 2023

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

Subject: **1169 N Highway 67 (Taste LLC) Request recommended approval** for a Special Use Permit to allow for a Sit down carry out restaurant, in a 'B-3' Extensive Business District.

STAFF REPORT
CASE NUMBER PZ-082123-4

I. PROJECT DESCRIPTION:

This is a request for **recommended approval** for a Special Use. Restaurants are listed as a Special Use under 405.125, para. K, 11 in the 'B-3' Extensive Business District.

II. EXISTING SITE CONDITIONS:

The existing property at **1169 N. Highway 67** is a vacant tenant space on a 1.69 acre site with a shopping center and 2 other rear buildings in a 'B-3' Extensive Business District.

The subject property is approximately 57'x 60'-1"= 3425 s.f., within the shopping center which is about 12,800s.f.. There is a site plan attached which shows the boundary limits and existing parking. The existing building was built in 1975 per County record.

III. SURROUNDING PROPERTIES:

The property to the West is Rallo Plaza at 1101 N. Highway 67, zoned similarly in the 'B-3' Extensive Business District. The properties to the North are houses along St Celeste in the 'R-4' Single Family Dwelling District. The properties to the East are a car lot at 1285 N. Highway 67 and a church at 1325 N. Highway 67 in the 'B-3' Extensive Business District.

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IV. STAFF ANALYSIS:

Plans received from the applicant include a floor plan and an architect's site plan of existing location with some proposed changes of the interior, including 2 toilet rooms:

- Site Plan A0.1 dated 10/24/22 by Nova Group:
 - Parking complies for the main building with 53 spaces shown.
 - Note indicates there is not adequate existing parking for the two smaller buildings in the rear to be occupied per the parking code.
 - There are 2 extra accessible spaces shown.
 - A 6' screen, consisting of a 6' vinyl fence as required by the zoning code has been recently installed along the North Property line.
 - There is no additional landscaping shown or planned.

- Floor Plan comments:
 - Plan shows standard tables 50 seats and booths with 40 seats.
 - Two toilet rooms in the rear are shown.
 - Storage and Office labeled.
 - Rear exit door shown. There are other existing doors through the rear wall that exit onto asphalt paving.

III. STAFF RECOMENDATIONS:

Suggested Motion:

I move for **recommended approval** of a Special Use Permit allow for a Sit down carry out restaurant, in a 'B-3' Extensive Business District as shown on drawings attached, site plan A0-1 and Floor Plan A-1 dated 8/4/23 by Nova Group Inc., subject to the conditions set forth below with these conditions being part of the record:

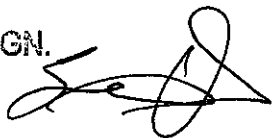
1. Existing Parking & Access easement to remain in full force & effect.

(End of report and suggested motion)

RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

SECRETARY

SIGN.



DATE:

10-16-2023

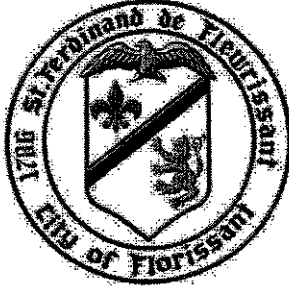
SIGN.



DATE:

10-16-2023

**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 6 Zoning B-3'

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

SPECIAL PERMIT FOR Full Service Restaurant
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 1167-1171 N. Hwy 67 63031
Address of property.

1) Comes Now Tequila Clark (Taste LLC)
Enter name of petitioner. If a corporation, state as such. If applicable include DBA (Doing Business As)

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

Legal interest in the Property) Socha LLC - Vince Patel
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 _____ 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)

Tequila D. Clark *Tequila Clark* (314) 766-1273
 PRINT NAME SIGNATURE email and phone
1. Solesistah@yahoo.com

FOR TASTE LLC
 (company, corporation, partnership)

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

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

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

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

PRESENTOR SIGNATURE *Tequila D. Clark*
 ADDRESS 2460 Center Ave Jennings, MO 63136
 STREET CITY STATE ZIP CODE

TELEPHONE / EMAIL (314) 766-1273 1. Solesistah@yahoo.com
 BUSINESS

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

Tequila Clark
 Signature of Petitioner authorizing an agent

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

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

REQUIRED INFORMATION

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

1) Type of Operation: Individual Partnership _____ Corporation _____

(a) If an individual:

(1) Name and Address Tequila Clark

(2) Telephone Number (314) 766-1273

(3) Business Address 1167-1171 N. Hwy 67 63031

(4) Date started in business 7/11/2023

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

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

(b) If a partnership:

(1) Names & addresses of all partners _____

(2) Telephone numbers _____

(3) Business address _____

(4) Name under which business is operated _____

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

(c) If a corporation:

(1) Names & addresses of all partners _____

(2) Telephone numbers _____

(3) Business address _____

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

(5) Date of Incorporation _____

(6) Missouri Corporate Number _____

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

(8) Name in which business is operated _____

(9) Copy of latest Missouri Anti-Trust. (annual registration of corporate officers) If the property location is in a strip center, give dimensions of your space under square footage and do not give landscaping information.

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

Name Tequila D. Clark Taste LLC
Address 1167-1171 N. Highway 67 Florissant, MO 63031
Property Owner Socha LLC - Vince Patel
Location of property _____
Dimensions of property _____
Property is presently zoned _____ Requests Rezoning To _____
Proposed Use of Property _____
Type of Sign _____ Height _____
Type of Construction _____ Number Of Stories. 1
Square Footage of Building 3200 sqft 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.

PROVIDE LEGAL DESCRIPTION OF PROPERTY PERTAINING TO THIS PETITION

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

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

PROVIDE LOCATION MAP SHOWING AREA INVOLVING THIS PETITION

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

OFFICE USE ONLY

Date Application reviewed _____

STAFF REMARKS: _____

Building Commissioner or Staff Signature



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

LC014477457
Date Filed: 7/11/2023
John R. Ashcroft
Missouri Secretary of State

Articles of Organization

(Submit with filing fee of \$105.00)

1. The name of the limited liability company is

TASTE BY R&B 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:

Full-service restaurant providing southern cuisine.

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

Tequila D Clark 1169 N Highway 67 St Florissant, MO 63031-4701
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 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))

<i>Name</i>	<i>Address</i>	<i>City/State/Zip</i>
<u>Clark, Tequila D</u>	<u>1169 N Highway 67 St</u>	<u>Florissant MO 63031-4701</u>

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:	<u>Bundles Of Love In Home Services Inc</u>
Address:	<u>Email: bundlesofloveinc@yahoo.com</u>
City, State, and Zip Code:	_____

8. Principal Office Address (OPTIONAL) of the limited liability company (PO Box may only be used in addition to a physical street address):

1169 N Highway 67 St

Florissant, MO 63031-4701

Address (PO Box may only be used in conjunction with a physical street address)

City/State/Zip

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

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

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

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

All organizers must sign:

Tequila D Clark

TEQUILA D CLARK

07/11/2023

Organizer Signature

Printed Name

Date of Signature

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

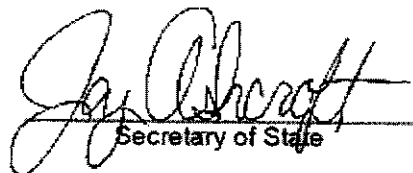
WHEREAS,

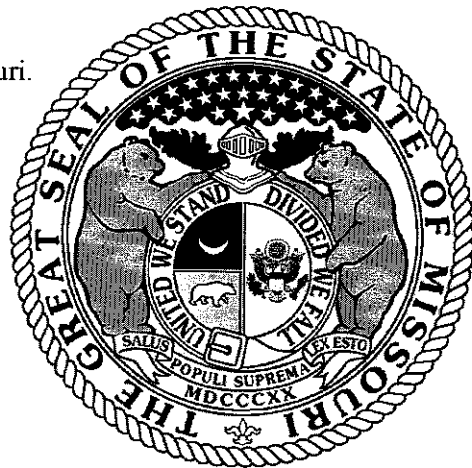
TASTE BY R&B LLC
LC014477457

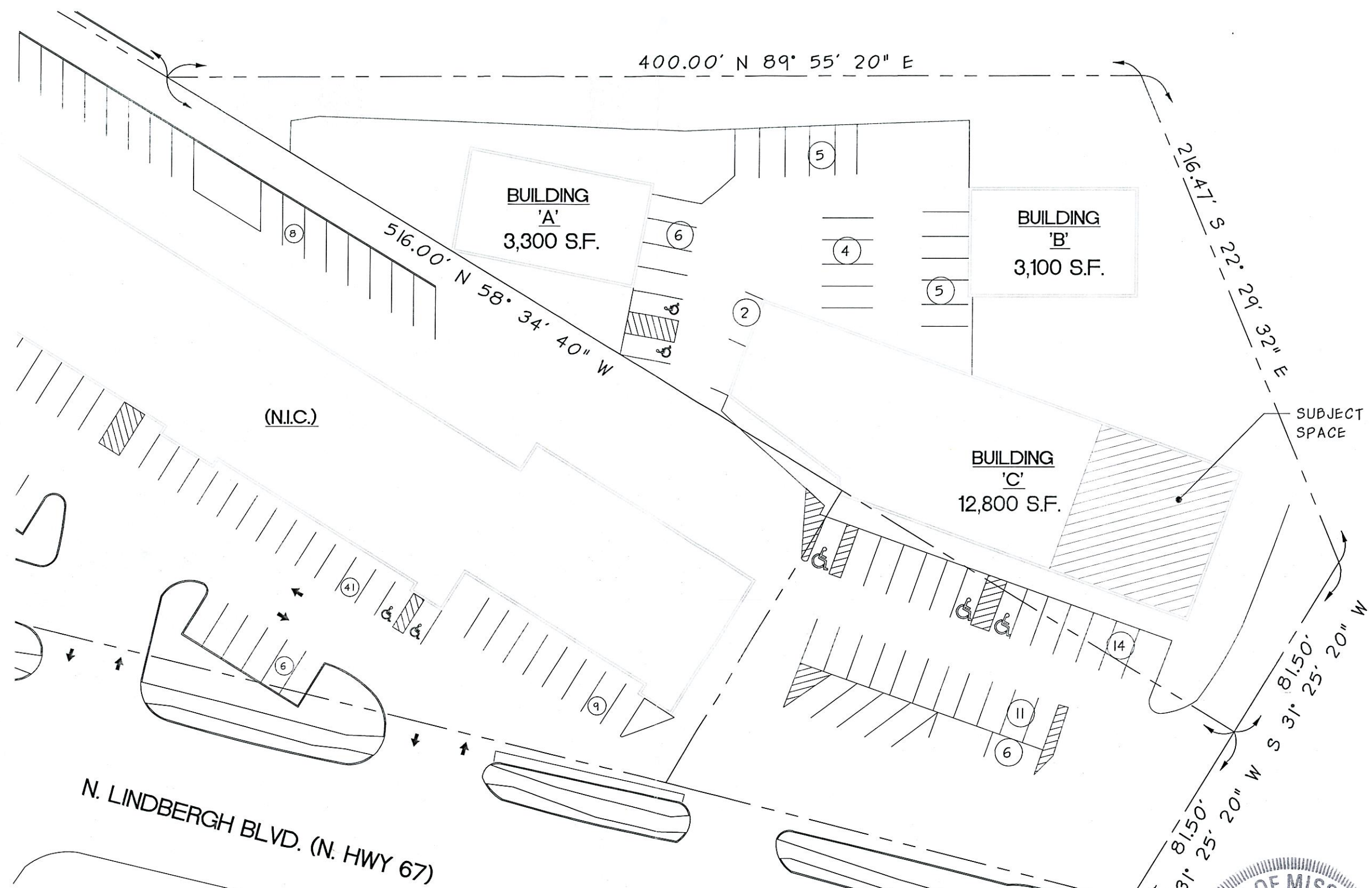
filed its Articles of Organization with this office on the 11th day of July, 2023, and that filing was found to conform to the Missouri Limited Liability Company Act.

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 11th day of July, 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 11th day of July, 2023.


Secretary of State





N. LINDBERGH BLVD. (N. HWY 67)

PARKING CALC.

BUILDING SQUARE FOOTAGE	12,800 S.F.
PARKING REQUIRED @ 4 CARS PER 1,000 S.F.	
$12,800 / 1,000 = 12.8$	
$12.8 \times 4 = 52$ SPACES REQUIRED	
PARKING SHOWN - 53 SPACES SHOWN	
3 HANDICAP SPACES REQUIRED - 5 SPACES SHOWN	

NOTE: BUILDING 'A' AND BUILDING 'B' CANNOT BE OCCUPIED PER PARKING CALCULATION TO COMPLY.

SITE ANALYSIS

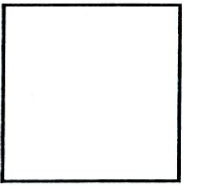
RETAIL SITE AREA	APPROXIMATELY	81,963 S.F.
BUILDING AREA		12,800 S.F.
PARKING STALL SIZE (BY ZONING)		9' X 19' MIN.
SITE ZONING		COMMERCIAL
PARKING SHOWN		53 CARS

THE INFORMATION ON THIS SITE PLAN WAS TAKEN FROM AVAILABLE REAL ESTATE TAX MAPS. DIMENSION AND PROPERTY LINE LOCATIONS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY. FINAL ANGLES OF PROPERTY LINES ON THIS SITE COULD DRASTICALLY CHANGE THE PLAN SHOWN.

SITE PLAN
SCALE: 1" = 20'-0"

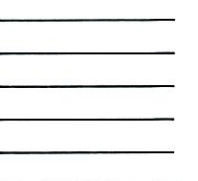


TASTE, LLC.
1169 HWY 67
FLORISSANT, MISSOURI



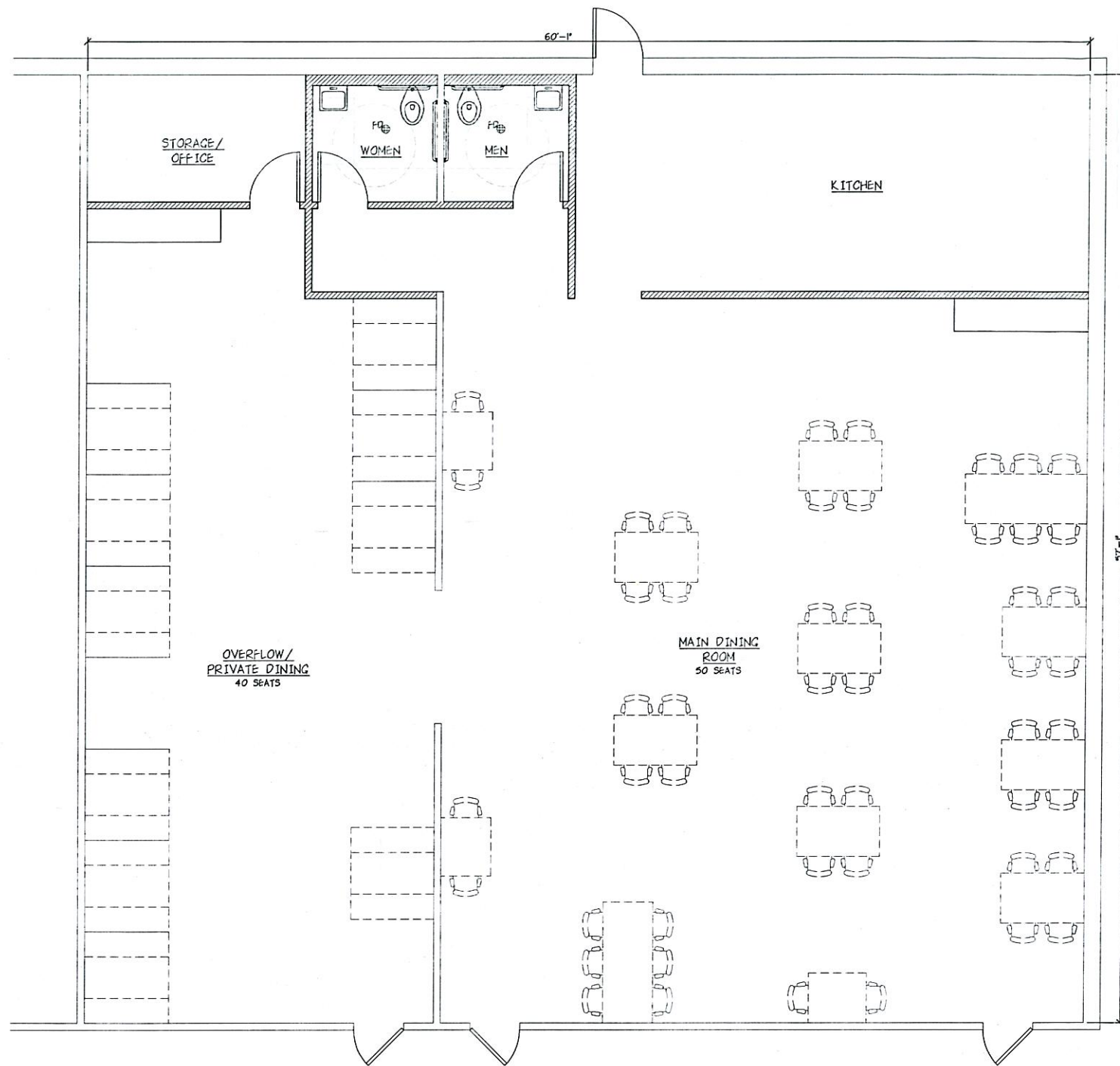
NOVAGROUP, INC.
ARCHITECTS
6413 Lacleave Ct, Suite 102
St. Louis, MO 63114
(314) 715-9353

project no. 223065A
drawn by CKP
date 07/28/23
revision 08/04/23



SITE PLAN

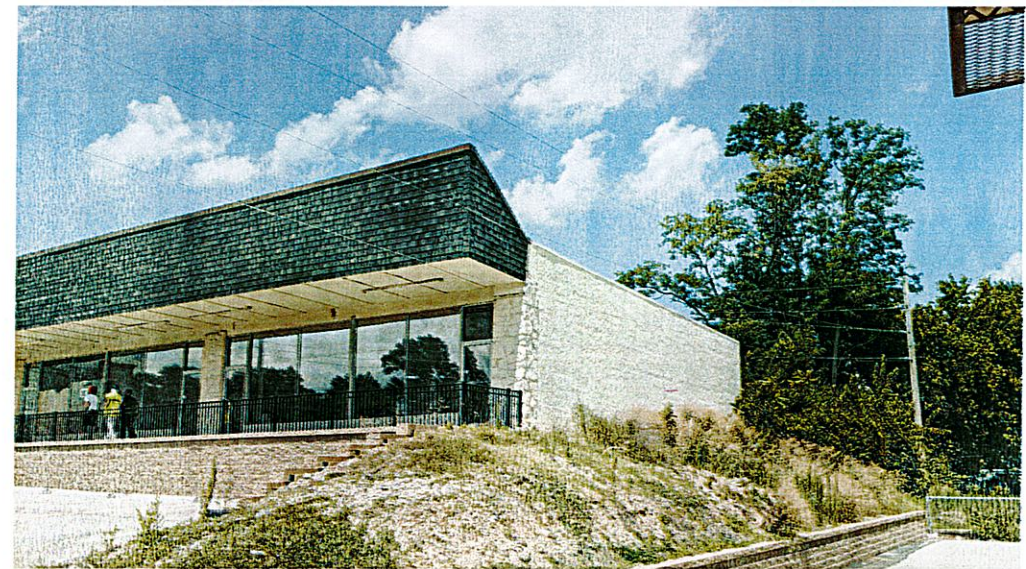
A0-1
sheet 1 of 2



SCHEMATIC FLOOR PLAN
 3,400 SF. +/- SCALE: 1/4" = 1'-0"
 90 SEATS TOTAL



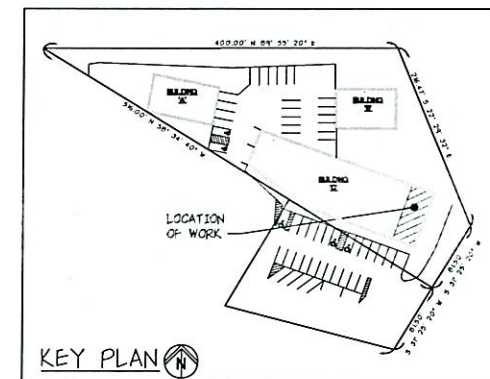
FRONT ELEVATION



SIDE ELEVATION



SITE PLAN



KEY PLAN

TASTE, LLC.
 1169 HWY 67
 FLORISSANT, MISSOURI

NOVAGROUP, INC.
 ARCHITECTS
 6372 HAWTHORN CL. Suite 102
 FLORISSANT, MO 63031
 (314) 731-9332

project no. 223065A
 drawn by CKP
 date 07/28/23
 revision 08/04/23

FLOOR PLAN
 & DETAILS

A-1

sheet 2 of 2



Agenda Request Form

For Administration Use Only:

Meeting Date: 10/16/2023

Open Closed

Report No. 27/2023

Date Submitted:

To: City Council

Title: Request to authorize the Rezoning of 8333 N. Lindbergh from 'B-1' Local Shopping District to a 'B-3' Extensive Business District.

Prepared by: Administrator

Department: Public Works

Justification:

Please see attachments

Attachments:

1. PH Notice 8333 N Lindbergh
2. Signed Motion
3. Application
4. Plans
5. ownership

CITY OF FLORISSANT

Public Hearing



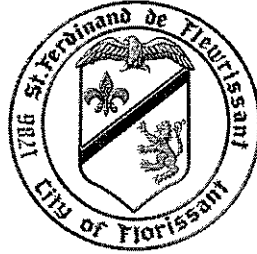
In accordance with 405.125 of the Florissant Zoning Code a Public Hearing will be held by the City Council of Florissant, MO. in the Council Chambers, 955 rue St. Francois, on Monday, November 13, 2023 at 7:00 p.m. on the following proposition:

To rezone the property located at 8333 North Lindbergh from an 'B-1' Local Shopping District to a 'B-3' Extensive Business District (Tamara Properties). 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 cityclerk@florissantmo.com.

CITY OF FLORISSANT, Karen Goodwin, MMC City Clerk

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MEMORANDUM



CITY OF FLORISSANT

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

To: Planning and Zoning Commissioners Date: October 12, 2023

From: Todd Hughes, Director of Public Works cc: Applicant
Deputy City Clerk
File

Subject: 8333 North Lindbergh (Tamara Properties, LLC.) Request
Recommended approval of a Rezoning from a 'B-1' Local Shopping
District to a 'B-3' Extensive Business District.

STAFF REPORT
CASE NUMBER PZ-101623-1

I. PROJECT DESCRIPTION:

This is a request for Recommended approval of a Rezoning from 'B-1' Local Shopping District to a 'B-3' Extensive Business District.

II. EXISTING SITE CONDITIONS:

The existing property at 8333 North Lindbergh has been vacant for several months following the closing of Napa Auto Parts. The petitioner requested the re-zoning of the property to allow other uses and move forward with a self service laundry facility.

The subject building on the property is approximately 5960 square feet. The building is one-story frame with some brick construction with 2 double wide driveways off Florland.

The parking on the property is 28 parking spaces. Parking is existing. Required parking for the proposed use is 40.

There is trash enclosure that is screened.

The existing landscape is to remain.

III. SURROUNDING PROPERTIES:

40 The properties to the West, are zoned 'R-4' Single Family Dwelling District. The
41 property to the North is zoned "R-6" multi family. The property across Florland Dr, is
42 zoned 'B-3' District.
43

44 **IV. STAFF ANALYSIS:**

45 Upon review, it would seem appropriate to re-zone the property to 'B-3' to match
46 properties along N Lindbergh, currently all zoned 'B-3' or 'B-5. The petitioner wishes to
47 open a Self Serve laundry facility which would be a permitted use.
48

49 **V. STAFF RECOMENDATIONS:**

50 The Commission is to weigh their recommendation against the following issues:

- 51 A. Re-zoning, if established as 'B-3', would allow any of the permitted uses in a 'B'-
52 3' available for this site.
- 53 B. Side yard setback will continue to be non-conforming if re-zoned due to the 35
54 foot requirement toward the property adjacent to the North and West.
- 55 C. Screening requirement would need to be met by existing privacy fences between
56 this property and adjacent properties.
57

58 **Suggested Motion:**

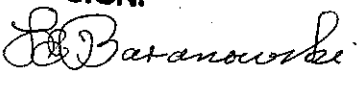
59 I move to recommend approval for the Re-zoning of 8333 North Lindbergh **from**
60 **an 'R-4' Single Family Dwelling District to a 'B-3' Extensive Business**
61 **District**, subject to the conditions set forth below with these conditions being part
62 of the record.
63
64

(End of report)

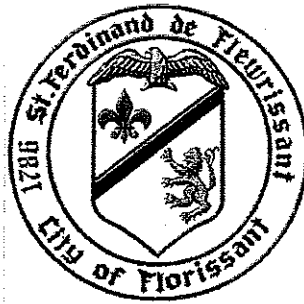
RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

SIGN.  DATE: 10-16-2023

SECRETARY

SIGN.  DATE: 10-16-2023
2

**RE-ZONING APPLICATION TO THE PLANNING AND ZONING
COMMISSION CITY OF FLORISSANT, MISSOURI**



PLANNING & ZONING ACTION:

Address of Property:

8333 N. Lindbergh

Council Ward 3 Zoning B1

Initial Date Petitioner Filed _____
(Building Commissioner complete)

PETITION FOR REZONING FROM A CURRENTLY ZONED B1 DISTRICT TO
A B3 ZONING DISTRICT IN COUNCIL WARD 3
Enter zoning classification request Enter current zoning district

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

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

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

If other than title, give date of contract _____ and expiration date of Contract _____

- A. The petitioner(s) hereby state that he (she) (they) is (are) hereby submitting a description of the entire parcel or tract of land owned by the holder of the fee simple title, giving bearing and distances.
- B. The petitioner (s) hereby states that he (she) (they) is (are) submitting a description of the property for which the Permit is petitioned, giving bearings & distances (metes and bounds). Not required if description is identical to "A".
- C. The petitioner (s) hereby states that he (she) (they) is (are) submitting a survey or plat of the property described in "A" above, drawn to scale of 100 feet or less to the inch, referenced to point easily located on the ground as street intersection, centerline of creek having a generally known name, etc., showing dimensions (bearings and distances) of property, north point and scale. If property is being described in "A" above, designate said property and show dimensions of same.

D. Acreage to nearest tenth of an acre of the property for which rezoning is petitioned . 56 acre

2. The petitioner(s) hereby further state(s) that the property herein described in this petition is presently zoned in a B1, Local Shopping District and is presently being used for Vacant
Enter current zoning district.
State current use of property, (or, state: vacant).

3. The petitioner(s) hereby state(s) that the following factors justify the rezoning of the property hereby described in this petition: (If more space is needed, separate sheets may be attached).

Upon looking at the zoning map this is the only property in a 3 mile stretch of Lindbergh zoned B1 - all other properties are zoned B3 or B5 so we'd like to update the zoning map which will allow us to move forward with making this property a parkomat
List factor's to justify the re-zoning.

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

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

PRINT PETITIONER'S NAME Lisa Becker Zuhaimmed Alaid
Print Name

PETITIONER(S) SIGNATURE (S) [Signature]

FOR Tamara Properties, LLC
(company, corporation, partnership)

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

6. I (we) hereby certify that (indicate one of the following):
 I (we) have a legal interest in the herein above described property.
 I am (we are) the duly appointed agent(s) of the petitioner (s), and that all information given here is true and a statement of fact.
Petitioner may assign an agent to present petition to the Commission and Council. The agent must sign the petition in this section, and provide address and telephone number

SIGNATURE [Signature]

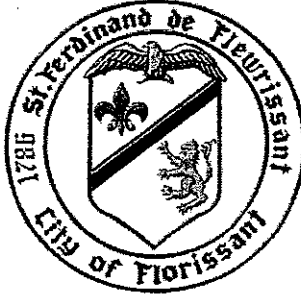
ADDRESS 501 Country Circle Dr. Lake St. Louis, MO 63367
STREET CITY STATE ZIP CODE

TELEPHONE NUMBER 636-679-0175
BUSINESS

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

[Signature]
Signature of Petitioner(s) or Authorized Agent

FLORISSANT PLANNING & ZONING COMMISSION APPLICATION



City Of Florissant – Public Works
314-839-7648

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

Please Print or Type The Following Information

Property Address: 8333 N. Lindbergh Florissant, MO 63031

Property Owners Name: Tamara Properties, LLC Phone #: 636-541-0424

Property Owners Address: 442 Shadowridge Ct Wildwood, MO 63031

Business Owners Name: Tamara Properties, LLC Phone #: 636-541-0424

Business Owners Address: 442 Shadowridge Ct Wildwood, MO 63031

DBA (Doing Business As) _____

Authorized Agents Name: Lisa Becker CO. Name: _____
(Authorized Agent to Appear Before The Commission)

Agents Address: 501 Country Circle Dr Lake St. Louis MO 63367 Phone #: 636-679-0175

Request We request a zoning change from B1, Local Shopping to B3, Extensive Commercial
State complete request (print or type only).

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

[Signature]
Applicant's Signature

10/10/23
Date

OFFICE USE ONLY

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

STAFF REMARKS: _____

COMMISSION ACTION TAKEN:

DATE APPLICATION REVIEWED: _____

SIGNATURE OF STAFF WHO REVIEWED APPLICATION

Section d Part 3 Response

Upon looking at the zoning map this is the only property in a three mile stretch of Lindbergh zoned B1. All other properties are zoned B3 or B5, so we would like to update the zoning map which will allow us to move forward in developing this property as a Laundromat. The footprint for this property is ideal for this type of business and would well serve the residents of Florissant.

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

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

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

(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: *See attached*

(1) Names & addresses of all partners _____

(2) Telephone numbers _____

(3) Business address *442 Shadowridge Court Wildwood, MO 63011*

(4) Name under which business is operated *Tamara Properties, LLC*

(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. (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.

REZONING APPLICATION PARTNERSHIP INFORMATION:

Haytham Aydi

16639 Clayton Road

Wildwood, MO 63011

(636) 448-8441

Mohammed Al-Aidi

442 Shadowridge Court

Wildwood, MO 63011

(636) 541-0424

Gus Aydi

16705 Clayton Road

Wildwood, MO 63011

(636) 448-5141

STAFF CHECK LIST –PLAT REVIEW SHEET

ADDRESS OF PROPERTY _____ CURRENT ZONING _____

PROPERTY OWNER OF RECORD _____ PHONE NO. _____

AUTHORIZED AGENT _____ PHONE NO. _____

PROPOSAL _____

INFORMATION REQUIRED ON PLATS

A. Preliminary Plat. The preliminary plat shall show:

- 1. The location of present property, U.S. survey, section, township and range lines of incorporated areas.
- 2. The location and width of streets, alleys, lots, building and setback lines and easements.
- 3. Existing sanitary and storm sewers, water mains, culverts and other underground structures within the tract or immediately adjacent thereto. The location and size of the nearest water main and sewer or outlet are to be indicated upon the plat.
- 4. The title under which the proposed subdivision is to be recorded and the name of the subdivider platting the tract.
- 5. The names and adjoining boundaries of all adjoining subdivisions and the names of owners of adjoining parcels of unsubdivided land as shown on public records.
- 6. Existing contours with intervals of not more than five (5) feet referred to sea level datum.
- 7. North point, scale and date.
- 8. Location of parks and other public or semi-public area.
- 9. Statement of type of sanitary sewers or other sewage disposal facilities.

B. Final Plat. The final plat shall show:

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

Please provide a Plat with the following information requested:

1. The location of present property, U.S. survey, section, township and range lines of incorporated areas.
2. The proposed location and width of streets, alleys, lots, building and setback lines and easements.
3. Existing sanitary and storm sewers, water mains, culverts and other underground structures within the tract or immediately adjacent thereto. The location and size of the nearest water main and sewer or outlet are to be indicated upon the plat.
4. The title under which the proposed subdivision is to be recorded and the name of the petitioner platting the tract.
5. The names and adjoining boundaries of all adjoining subdivisions and the names of owners of adjoining parcels of un-subdivided land as shown on public records.
6. Existing contours with intervals of not more than five (5) feet referred to sea level datum.
7. North point, scale and date.
8. Location of parks and other public or semi-public area.
9. Statement of type of sanitary sewers or other sewage disposal facilities.

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

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

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, list full written legal description with bearings and distances.

PROVIDE LOCATION MAP SHOWING AREA INVOLVING THIS PETITION

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

The seal and signature should be in substantially the following form:

I, _____, Missouri Land Surveyor, do hereby certify that this plat is a correct representation of a survey made by me on the ____ day of _____, 20 ____, at the request of _____ for the purpose of subdividing said tract into lots as shown.

LAND
SURVEYOR'S
SEAL

Surveyor's Name. L.S. Number

12. Private restrictions and trusteeships and their periods of existence. Should such restrictions and trusteeships be filed as a separate instrument, reference to such instrument shall be made on the plat. Plats shall contain proper acknowledgments of owners and holders of deeds of trust.

Staff recommendations for site development plans: _____

General Staff Comments: _____

2022112300015

CERTIFIED-FILED FOR RECORD

11/23/2022 7:01:38AM

GERALD E. SMITH
RECORDER OF DEEDS
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 28
RECORDING FEE: \$102.00

THIS DOCUMENT WAS RECORDED

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 S. CENTRAL AVE., CLAYTON, MO 63105-1799

Type of Instrument: DEED OF TRUST
Grantor: TAMARA PROPERTIES LLC
Grantee: CADENCE BANK

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record of the recorded Document is taken from this CERTIFICATION SHEET.

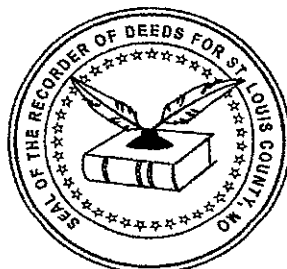
RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 28 pages, (this page inclusive), was filed for record in my office on the 23 day of November 2022 at 7:01 am and is truly recorded as the document number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

JDK
Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

Form 201
 Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 FAX: 512/463-5709
 Filing Fee: \$300



**Certificate of Formation
 For-Profit Corporation**

**Filed in the Office of the
 Secretary of State of Texas
 Filing #: 804355125 12/18/2021
 Document #: 1103773200002
 Image Generated Electronically
 for Web Filing**

Article 1 - Entity Name and Type

The filing entity being formed is a for-profit corporation. The name of the entity is:

Camino ML Two Corporation

The name must contain the word "corporation," "company," "incorporated," "limited," or an abbreviation of one of these terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

LegalCorp Solutions, LLC

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

3 Greenway Plaza #1320 Houston TX 77046

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Directors

The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are set forth below:

Director 1: **Khalid Ramadan**

Address: **18018 Overlook Loop #106 San Antonio TX, USA 78259**

Article 4 - Authorized Shares

The total number of shares the corporation is authorized to issue and the par value of each of such shares, or a statement that such shares are without par value, is set forth below.

Number of Shares	Par Value (must choose and complete either A or B)	Class	Series
10,000	<input checked="" type="checkbox"/> A. has a par value of \$0.001 <input type="checkbox"/> B. without par value.	Common	

If the shares are to be divided into classes, you must set forth the designation of each class, the number of shares of each class, and the par value (or statement of no par value), of each class. If shares of a class are to be issued in series, you must provide the designation of each series. The preferences, limitations, and relative rights of each class or series must be stated in space provided for supplemental information.

Article 5 - Purpose

The purpose for which the corporation is organized is for the transaction of any and all lawful business for which corporations may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer is set forth below.

Sonia Becerra 1000 N. West St. Suite 1200, Wilmington, DE 19801

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Sonia Becerra

Signature of organizer

FILING OFFICE COPY



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Comptroller.Texas.Gov

January 14, 2022

CAMINO ML TWO CORPORATION
3 GREENWAY PLZ STE 1320
HOUSTON TX 77046-0305

Taxpayer number	32082351365
File number	0804355125
WebFile number	FQ607428

Dear Taxpayer:

Congratulations on registering your business with the Texas Secretary of State. In addition to being the state's chief financial officer and tax collector, I am a strong advocate for growth in our economy, and my office plays an important role in ensuring businesses like yours continue to thrive in the state of Texas. Part of that responsibility is to be a resource when your business needs assistance.

Customer service is my top priority, and my staff is ready to help you with questions related to your business' state tax responsibilities. The agency website, www.comptroller.texas.gov, contains a wealth of resources about the various taxes we administer. There you can find publications, answers to frequently asked questions, tax rules, electronic reporting options and more. In the right hand corner of each page, there is a link to "contact us," where you will find information on how to reach us if you do not find your answer online.

The Secretary of State notified us that your company was recently registered with their office. The company you registered is subject to the franchise tax, which my office administers. Accordingly, we have created a franchise tax account based on the information you provided at the time of registration.

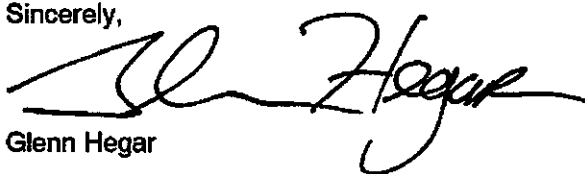
Please review and update your account information at your earliest convenience. Most important is to ensure the address we have on file is the address where your company wants to receive tax mailings from us.

To view and correct your account information, go to www.comptroller.texas.gov/taxes/file-pay/. If you have not used WebFile before, you will register as a new user, and there is a video to assist you with that process. When you are ready to get started, select the Franchise Tax Accountability Questionnaire under Other Electronic Reporting Tools. Select "continue to log in" at the bottom of the page to sign in. You will need the WebFile number located at the top of this letter.

The company's first franchise tax report is due on 05/16/2022 . We will send you a reminder letter with filing instructions well before the due date. You can contact our office for assistance at 1-800-252-1381.

I appreciate the work you do and the contributions you make to Texas. I wish you the best of luck in all your business endeavors.

Sincerely,


Glenn Hegar



EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ **5. EIN Confirmation**

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **87-4270336**

Legal Name: **CAMINO ML TWO CORPORATION**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)

Help Topics

[? Can the EIN be used before the confirmation letter is received?](#)



Agenda Request Form

For Administration Use Only:

Meeting Date: 10/16/2023

Open

Closed

Report No. 28/2023

Date Submitted:

To: City Council

Title: Request to authorize a Special Use Permit for Tea N. Tea restaurant located at 8192 N Lindbergh to allow for the operation of a restaurant.

Prepared by: Administrator

Department: Public Works

Justification:

Please see attachments

Attachments:

1. PH Notice 8192 N Lindbergh
2. Signed Motion
3. Application
4. Plans

CITY OF FLORISSANT

Public Hearing



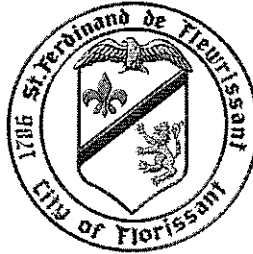
In accordance with 405.135 of the Florissant Zoning Code a Public Hearing will be held by the City Council of Florissant, MO. in the Council Chambers, 955 rue St. Francois, on Monday, November 13, 2023 at 7:00 p.m. on the following proposition:

To authorize a Special Use Permit to allow for a carry-out restaurant located at 8192 N Lindbergh in an existing 'B-5' Planned Commercial District (Tea N Tea). 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 cityclerk@florissantmo.com.

CITY OF FLORISSANT, Karen Goodwin, MMC City Clerk

1

MEMORANDUM



CITY OF FLORISSANT

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

2

3

4

5

6

To: Planning and Zoning Commissioners Date: October 12, 2023

8

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

10

11

12

13

14

Subject: Request approval of a Special Use Permit for the for the operation of a restaurant, at **8192 N Lindbergh (Tea N Tea)** in a 'B-5' Zoning District.

16

17

18

19

STAFF REPORT
CASE NUMBER PZ-101623-2

20

21

22

I. PROJECT DESCRIPTION:

This is a request for approval of a special use permit to allow for the operation of a restaurant, at **8192 N Lindbergh (Tea N Tea)** in a 'B-5' Zoning District.

26

II. EXISTING SITE CONDITIONS:

The existing property at 8192 N Lindbergh has been vacant. The site is a tenant space within Florissant Marketplace Shopping Center and has multiple tenants. The site is predominantly paved except for a grassy area along N. Highway 67.

31

The front facing (West) wall of the building is aluminum and glass storefront with stucco plaster, painted. The tenants are allowed signage areas on the building fascia.

34

There are ample parking spaces in front of this tenant space with off street parking in front.

36

37

III. SURROUNDING PROPERTIES:

38

39 The property to the East is a R-4 District, it is also bounded by Lindbergh to the West and
40 the property to the south is a B-5 District and M-1 district. The property across
41 Lindbergh are also B-5 properties.

42
43

44 **IV. STAFF ANALYSIS:**

45 The application is accompanied by a plan. There are no tables shown in the customer
46 lobby.

47

48 The current zoning allows for a restaurant if a Special Use is granted by City Council and
49 since the current special use has expired, a new Special Use is required.

50

51 **VI. STAFF RECOMMENDATIONS:**

52 If the Special Use Permit is approved, staff recommends that the applicant submit plans
53 compliant with the 2021 International Existing Building Code and obtain the necessary
54 permits for remodeling and signage.

55

56 **Suggested Motion 8192 N Lindbergh**

57

58 I move to recommend approval for a Special Use Permit to allow for a restaurant,
59 subject to the conditions set forth below with these conditions being part of the
60 record.

61

62 1. The uses permitted shall be limited to a Restaurant.

63

64

65

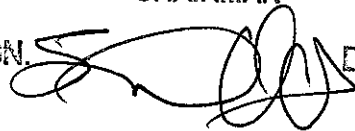
66

67

(end report and suggested motion)

RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

SIGN.



DATE:

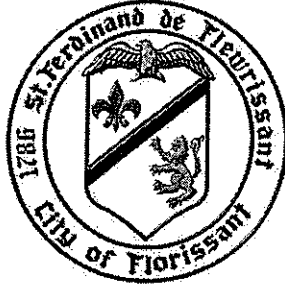
10-16-2023

SECRETARY

SIGN.

DATE:

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

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

LOCATION 8192 N. Lindbergh Blvd. Florissant, MO
Address of property.

1) Comes Now Tea N Tea LLC, DBA Tea N Tea
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) Gregg Williams, of Trident Pacific Real Estate Group, Inc.
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 selling boba tea, coffee 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)

Brian Luo  teaatea331@gmail.com
PRINT NAME SIGNATURE email and phone
FOR Tea N Tea LLC
(company, corporation, partnership)

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

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

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

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

PRESENTOR SIGNATURE _____
ADDRESS _____
STREET CITY STATE ZIP CODE
TELEPHONE / EMAIL _____
BUSINESS

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

Signature of Petitioner authorizing an agent

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

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

REQUIRED INFORMATION

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

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

(a) If an individual:

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

(b) If a partnership:

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

(c) If a corporation:

- (1) Names & addresses of all partners Brian Guo, 11441 Pineview Crossing Drive, Maryland Heights, MO, 63043
Sherry Wang, same above
- (2) Telephone numbers 3145830766, 3148032294, 7075929829
- (3) Business address 8192 N Lindbergh, Florissant, MO, 63031
- (4) State of Incorporation & a photocopy of incorporation papers MO
- (5) Date of Incorporation 6/22/2023
- (6) Missouri Corporate Number LC014623252
- (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 Tea N Tea
- (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 Tea N Tea

Address _____

Property Owner Gregg Williams

Location of property 8192 N Lindbergh, Florissant, MO 63031

Dimensions of property _____

Property is presently zoned _____ Requests Rezoning To _____

Proposed Use of Property _____

Type of Sign _____ Height _____

Type of Construction _____ Number Of Stories _____

Square Footage of Building 1,400 sf Number of Curb Cuts _____

Number of Parking Spaces _____ Sidewalk Length _____

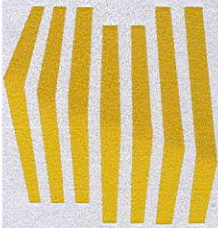
Landscaping: No. of Trees _____ Diameter _____

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.



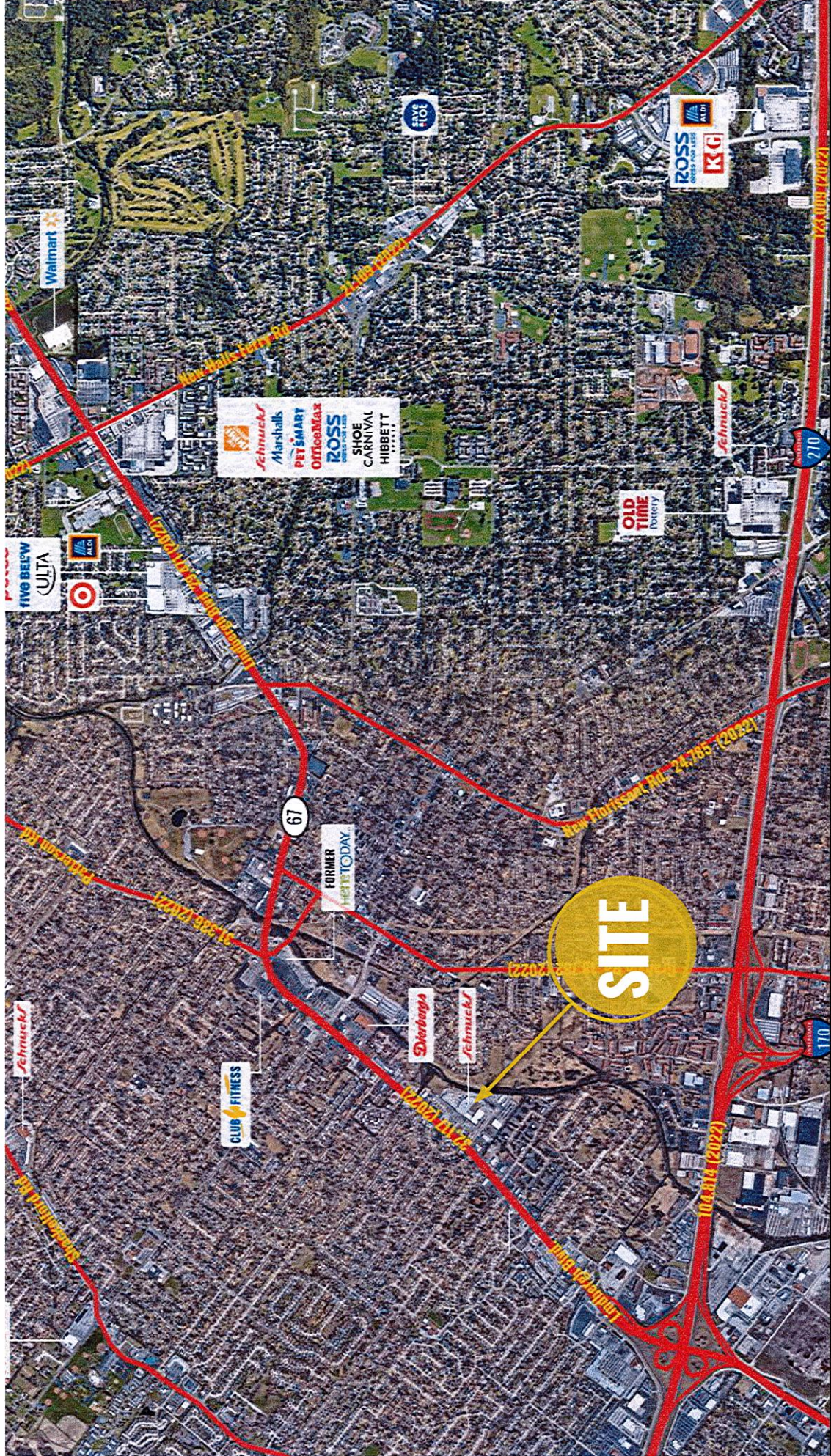
FLORISSANT MARKETPLACE

MARKET AERIAL

JOE LODES
314.818.1564 (OFFICE)
314.852.8234 (MOBILE)
Joe@LocationCRE.com

SCOTT BITNEY
314.818.1550 (DIRECT)
314.276.4673 (MOBILE)
Scott@LocationCRE.com

ALEX APTER
314.818.1562 (OFFICE)
314.488.5900 (MOBILE)
Alex@LocationCRE.com



LOCATION.

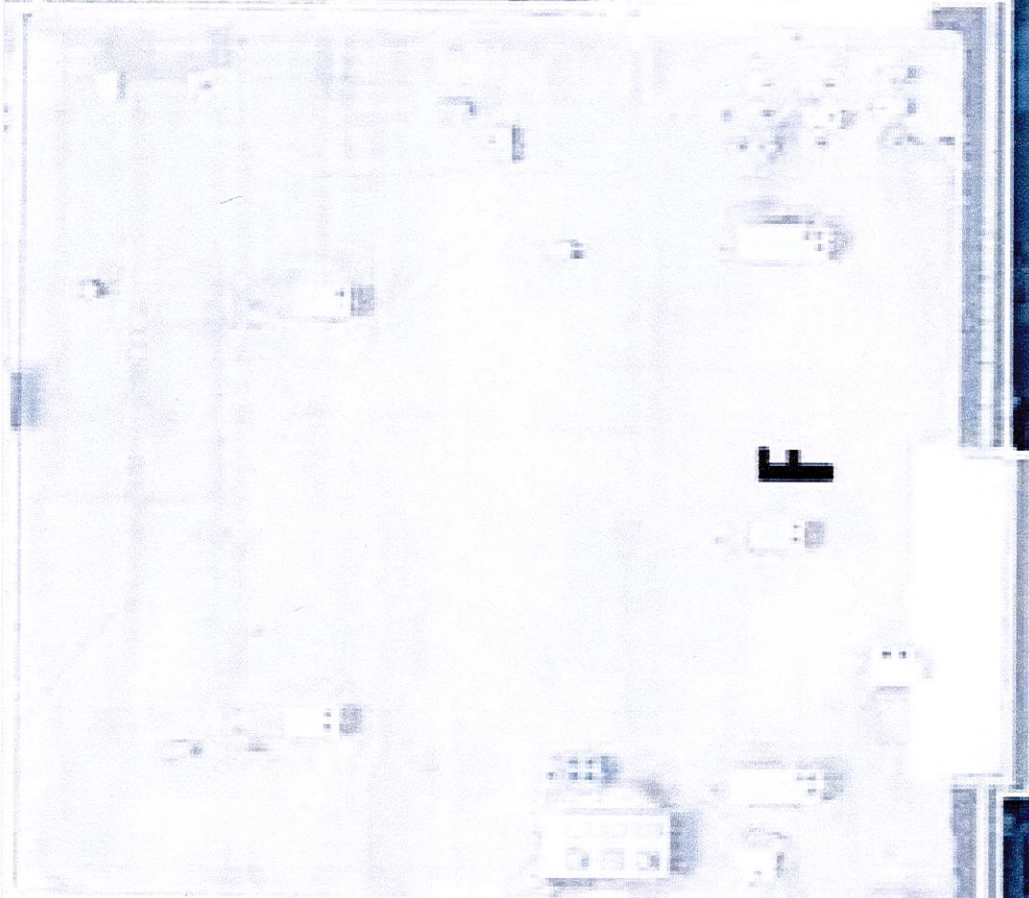
commercial real estate



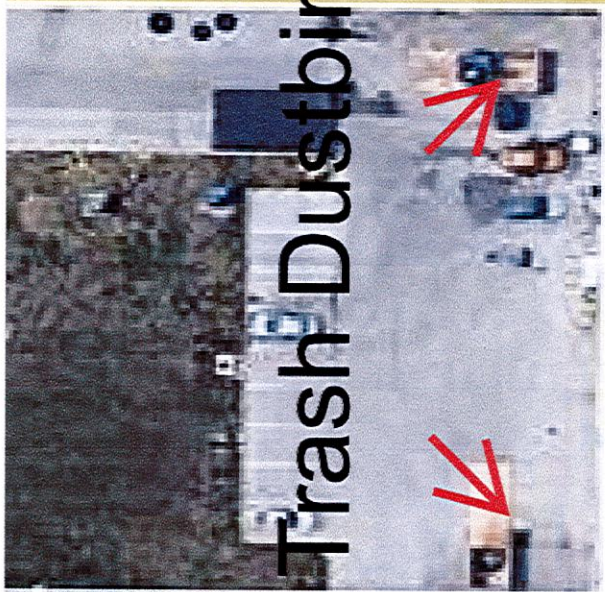
RESOURCES
MEMBER

WWW.LocationCRE.C

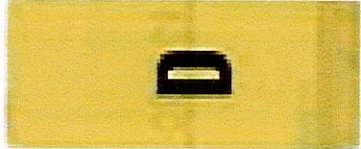
THE INFORMATION IN THIS FLYER HAS BEEN OBTAINED FROM SOURCES BELIEVED RELIABLE. WHILE WE DO NOT DOUBT ITS ACCURACY, WE HAVE NOT VERIFIED IT AND MAKE NO GUARANTEE ABOUT THE RESPONSIBILITY TO INDEPENDENTLY CONFIRM ITS ACCURACY AND COMPLETENESS. ANY PROJECTIONS, OPINIONS, ASSUMPTIONS OR ESTIMATES USED ARE FOR EXAMPLE ONLY AND DO NOT REPRESENT THE FUTURE PERFORMANCE OF THE PROPERTY. THE VALUE OF THIS TRANSACTION TO YOU DEPENDS ON TAX AND OTHER FACTORS WHICH SHOULD BE EVALUATED BY YOUR TAX, FINANCIAL AND LEGAL ADVISORS.



F



Trash Dustbin

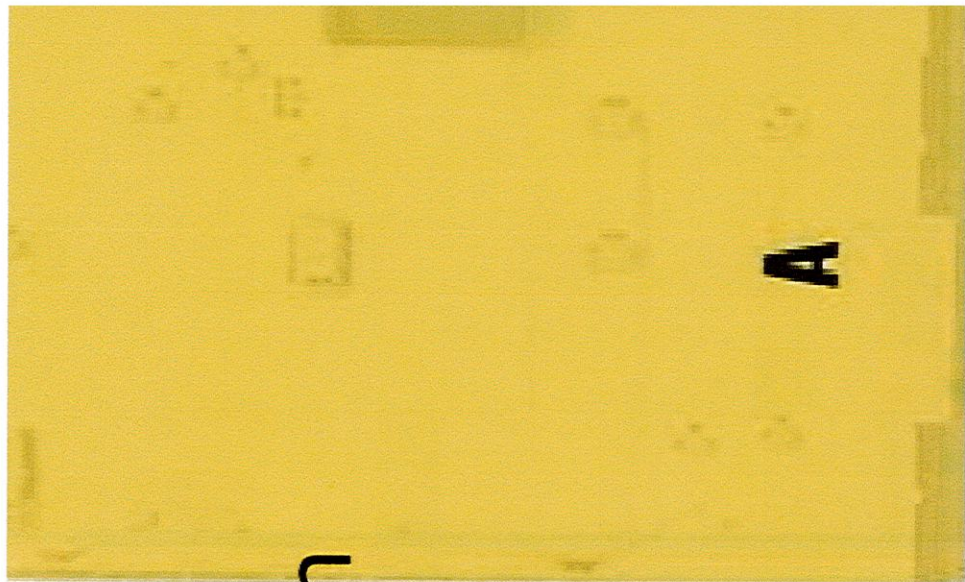


E

D

C

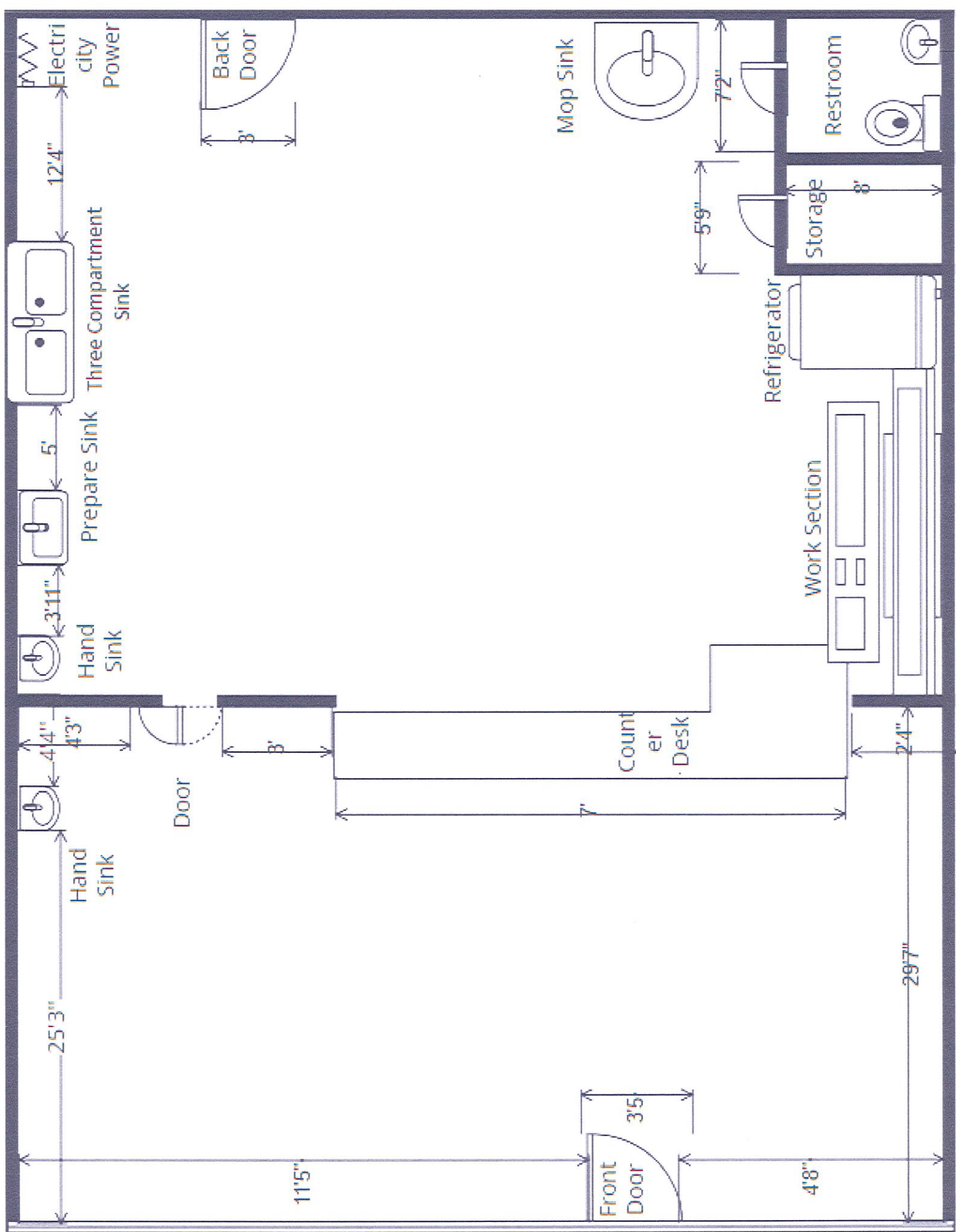
B



A



Parking Spot



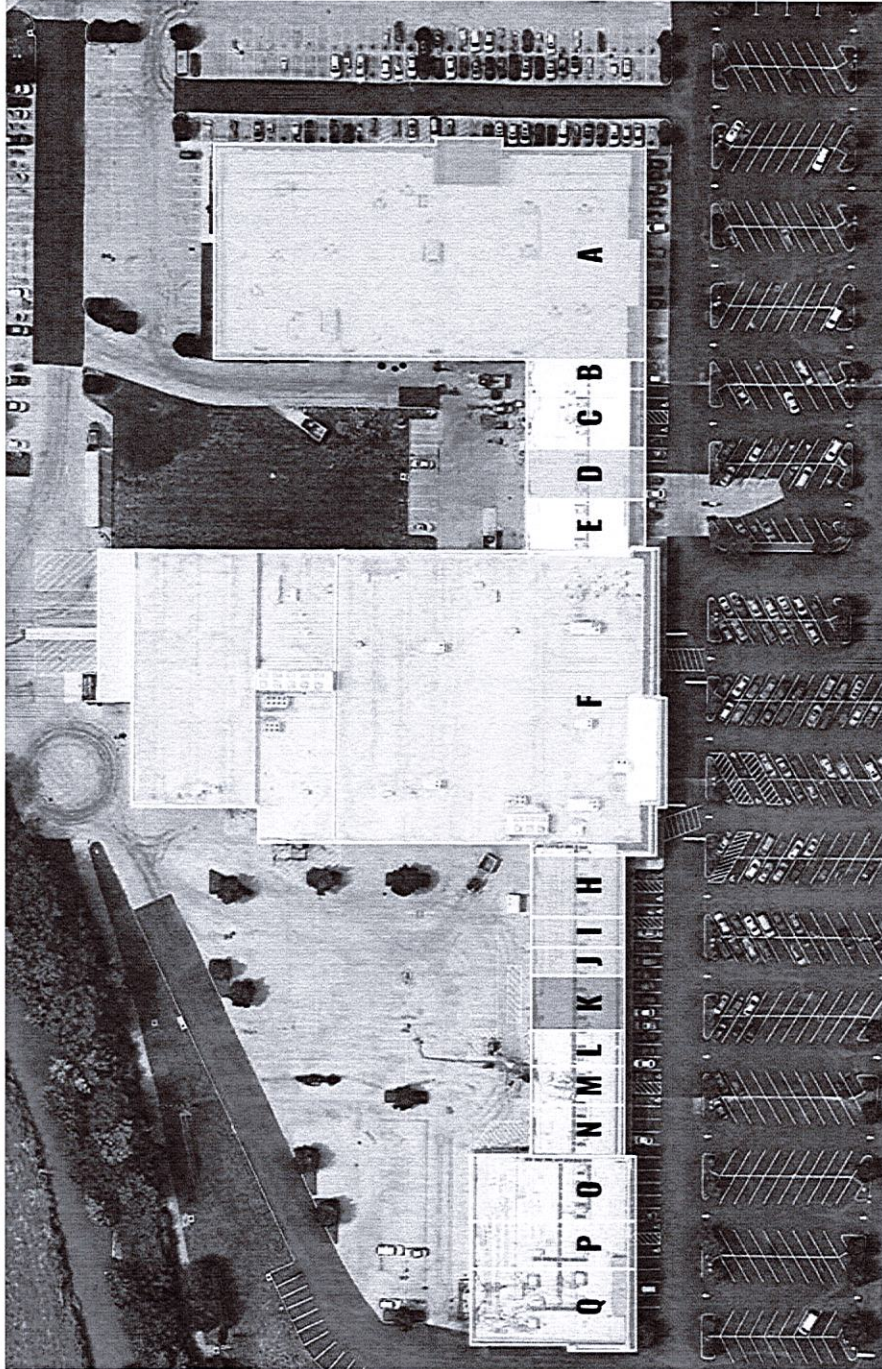
FLORISSANT MARKETPLACE

SITE PLAN

JOE LODES
 314.818.1564 (OFFICE)
 314.852.8234 (MOBILE)
 Joe@LocationCRE.com

SCOTT BITNEY
 314.818.1550 (DIRECT)
 314.276.4673 (MOBILE)
 Scott@LocationCRE.com

ALEX APTER
 314.818.1562 (OFFICE)
 314.488.5900 (MOBILE)
 Alex@LocationCRE.com



- 1,400 SF (FORMER PAPA MURPHY'S) & 1,200-6,000 SF SMALL SHOP SPACE AVAILABLE
- 39,900 SF FORMER GOLD'S GYM AVAILABLE FOR LEASE
- STRONG SCHNUCK'S ANCHORED COMMUNITY CENTER
- OVER 47,000 VPD ON HEAVILY TRAVELED LINDBERGH BLVD
- EXCELLENT VISIBILITY TO LINDBERGH BLVD
- CALL BROKER FOR PRICING

FLORISSANT MARKETPLACE

TENANT ROSTER

A	8182	AVAILABLE	39,900
B	8184	SUPPLEMENT SUPERSTORE	1,400
C	8186	QUEST	2,800
D	8192	DIAGNOSTICS AVAILABLE	1,400
		(FORMER PAPA MURPHY'S)	
E	8194	AAA TRAVEL	4,125
F	8200	SCHNUCKS	70,262
H	8206	AVAILABLE	3,600
I	8212	AVAILABLE	1,200
J	8214	AVAILABLE	1,200
		(FORMER HAIR SALON)	
K	8218	LEASE PENDING	2,400
L	8220	67 NAILS	1,200
M	8222	WINGSTOP	1,650
N	8226	AT&T	1,866
O	8230	PET SUPPLIES PLUS	5,000
P	8232	PET SUPPLIES PLUS	2,500
Q	8234	BANDANA'S BBQ	5,500

360 VIRTUAL TOURS AVAILABLE SUITES



SUITE 8192

SUITE 8212

SUITE 8214

GOLD'S GYM



RESOURCES
MEMBER

WWW.LocationCRE.CO

LOCATION.
commercial real estate

THE INFORMATION IN THIS FLYER HAS BEEN OBTAINED FROM SOURCES BELIEVED RELIABLE. WHILE WE DO NOT DOUBT ITS ACCURACY, WE HAVE NOT VERIFIED IT AND MAKE NO GUARANTEE ABOUT IT. IT IS YOUR RESPONSIBILITY TO INDEPENDENTLY CONFIRM ITS ACCURACY AND COMPLETENESS. ANY PROJECTIONS, OPINIONS, ASSUMPTIONS OR ESTIMATES USED ARE FOR EXAMPLE ONLY AND DO NOT REPRESENT THE CURRENT FUTURE PERFORMANCE OF THE PROPERTY. THE VALUE OF THIS TRANSACTION TO YOU DEPENDS ON TAX AND OTHER FACTORS WHICH SHOULD BE EVALUATED BY YOUR TAX, FINANCIAL AND LEGAL ADVISORS. YOU A



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

LC014473252
Date Filed: 6/22/2023
John R. Ashcroft
Missouri Secretary of State

Articles of Organization

(Submit with filing fee of \$105.00)

1. The name of the limited liability company is

TEA N TEA 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:

boba tea shop

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

<u>Brian Guo</u>	<u>11441 Pineview Crossing Dr</u>	<u>Maryland Heights, MO 63043-5103</u>
<i>Name</i>	<i>Street Address: May not use PO Box unless street address also provided</i>	<i>City/State/Zip</i>

4. The management of the limited liability company is vested in: managers 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))

<i>Name</i>	<i>Address</i>	<i>City/State/Zip</i>
<u>Guo, Brian</u>	<u>11441 Pineview Crossing Dr</u>	<u>Maryland Heights MO 63043-5103</u>
<u>Xiong, Letian</u>	<u>7550 Mandy Dr</u>	<u>Sacramento CA 95823- 3500</u>

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: <u>Brian Guo</u>
Address: <u>Email: TeaNTea331@gmail.com</u>
City, State, and Zip Code: _____

8. Principal Office Address (OPTIONAL) of the limited liability company (PO Box may only be used in addition to a physical street address):

11441 Pineview Crossing Dr

Maryland Heights, MO 63043-5103

Address (PO Box may only be used in conjunction with a physical street address)

City/State/Zip

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

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

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

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

All organizers must sign:

Brian Guo

BRIAN GUO

06/22/2023

Organizer Signature

Printed Name

Date of Signature

Letian Xiong

LETIAN XIONG

06/22/2023

Organizer Signature

Printed Name

Date of Signature

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

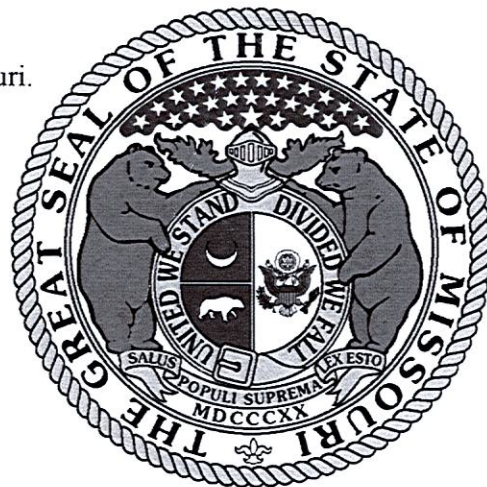
TEA N TEA LLC
LC014473252

filed its Articles of Organization with this office on the 22nd day of June, 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 22nd day of June, 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 22nd day of June, 2023.


Secretary of State





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

**Substitute includes a restriction on small serving liquor as discussed at the October 23rd meeting.

Attachments:

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

INTRODUCED BY COUNCILMAN EAGAN
NOVEMBER 13, 2023

SUBSTITUTE 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 with the following stipulation:

- The sale of alcoholic beverages in containers of less than 4 oz whether individual or packaged with other like-sized containers is prohibited

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.

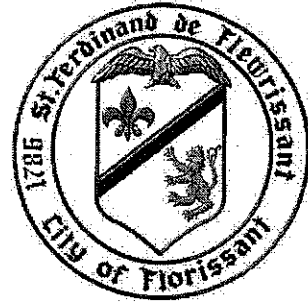
Joseph Eagan
President of the Council

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.

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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.

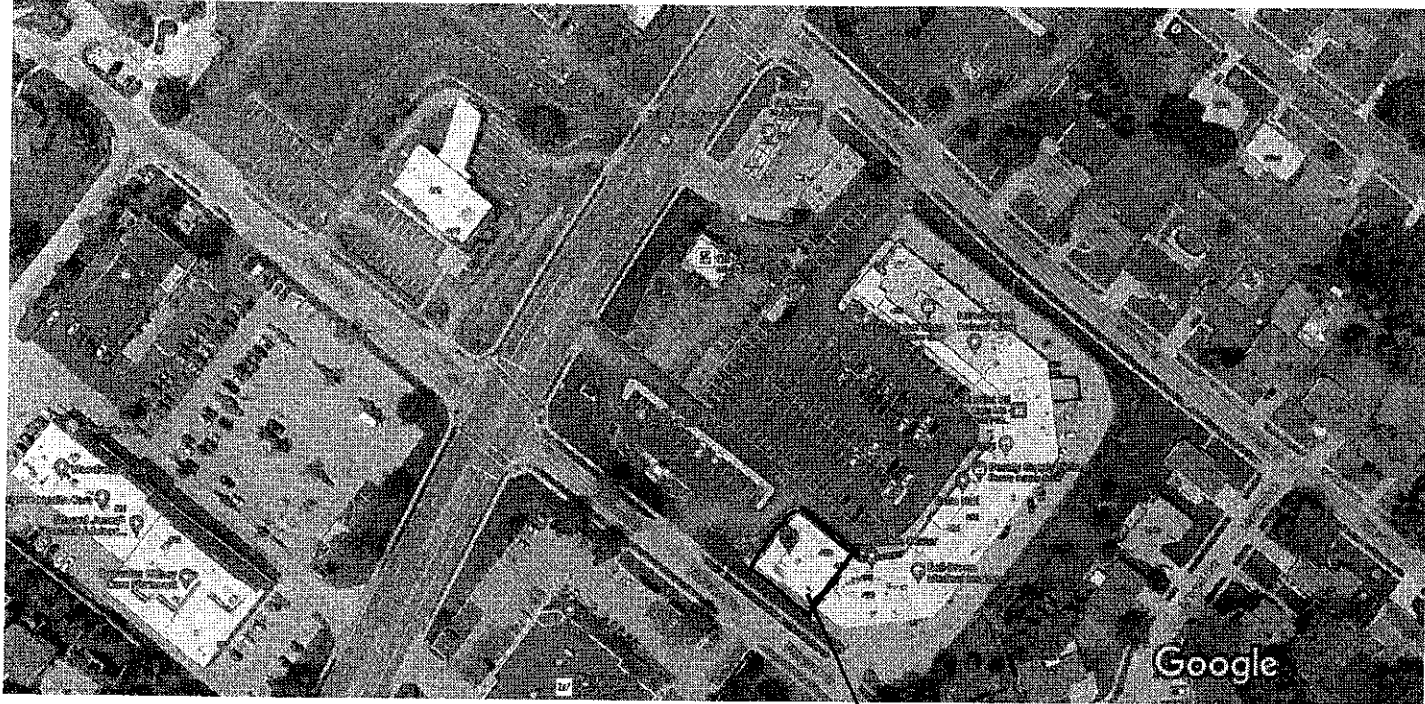
OFFICE USE ONLY

Date Application reviewed _____

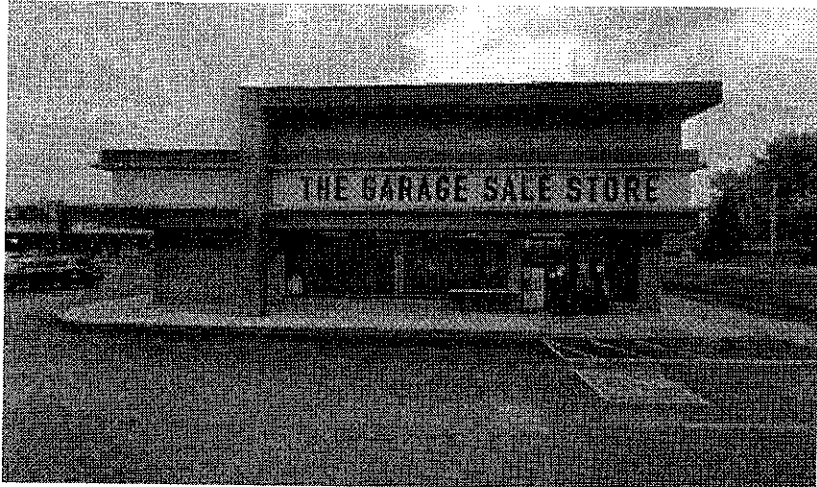
STAFF REMARKS: _____

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

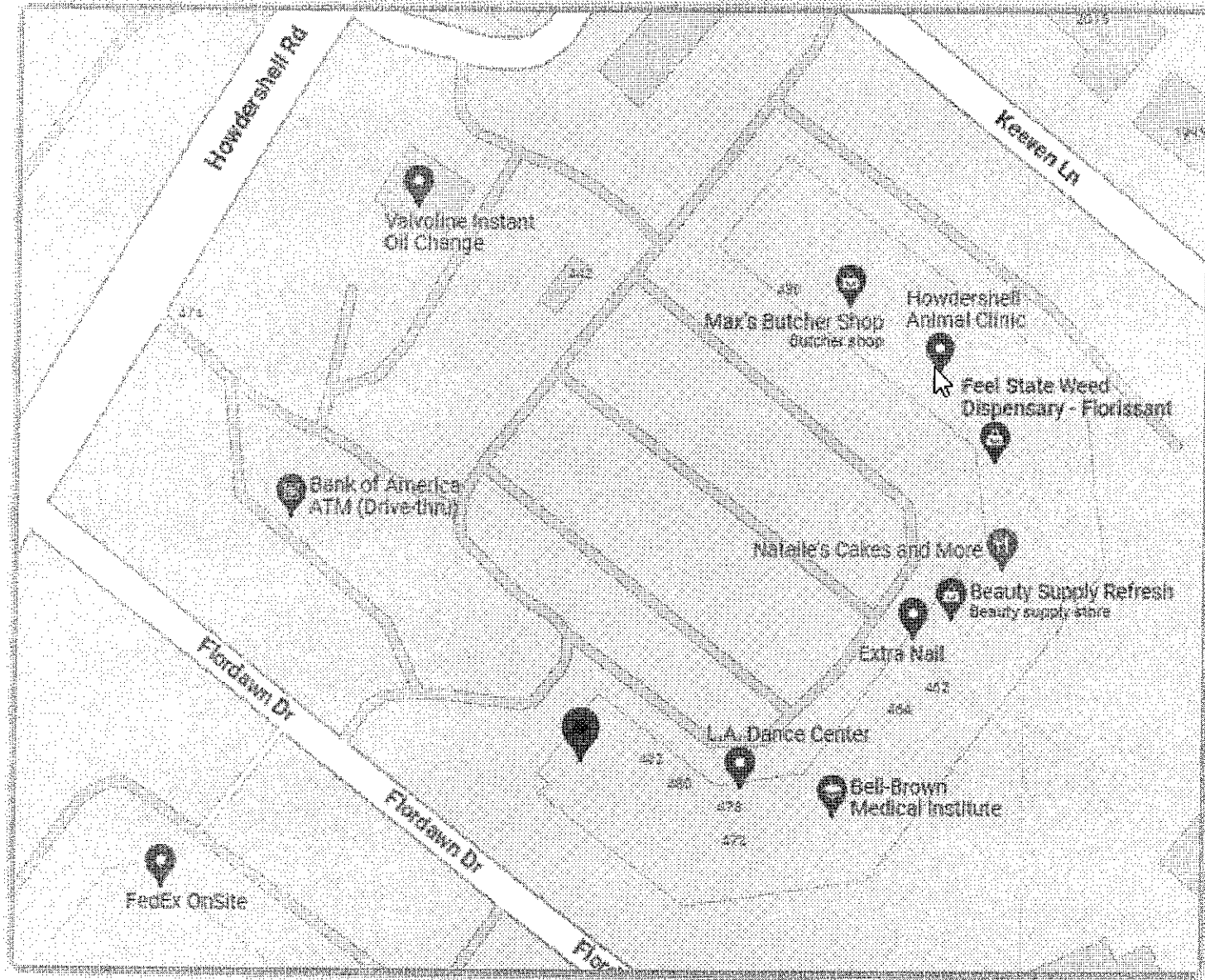
At this place

LibertyX Bitcoin ATM

No reviews

ATM · Floor 1





STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

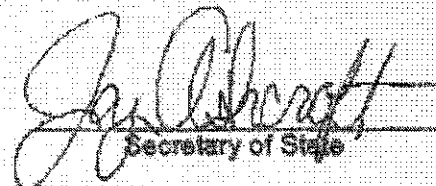
490 JAI GANESHA LLC
LC014491813

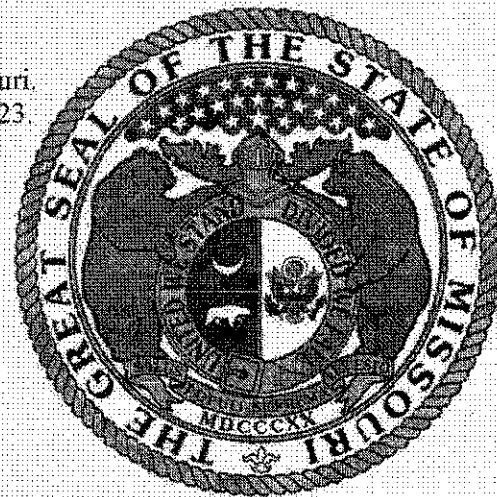
filed its Articles of Organization with this office on the 7th day of September, 2023, and that filing was found to conform to the Missouri Limited Liability Company Act.

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,

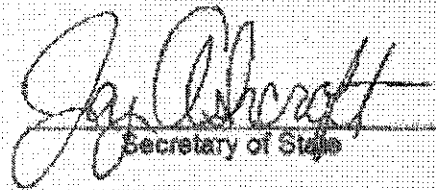
490 JAI GANESHA LLC
LC014491813

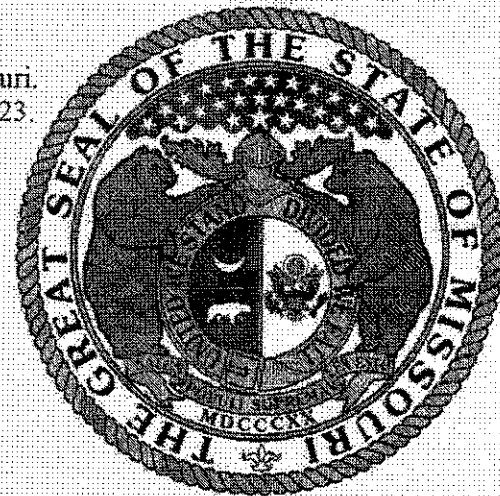
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Done at the City of Jefferson, this 7th day of September, 2023.

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
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All owners must affirm by signing below

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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

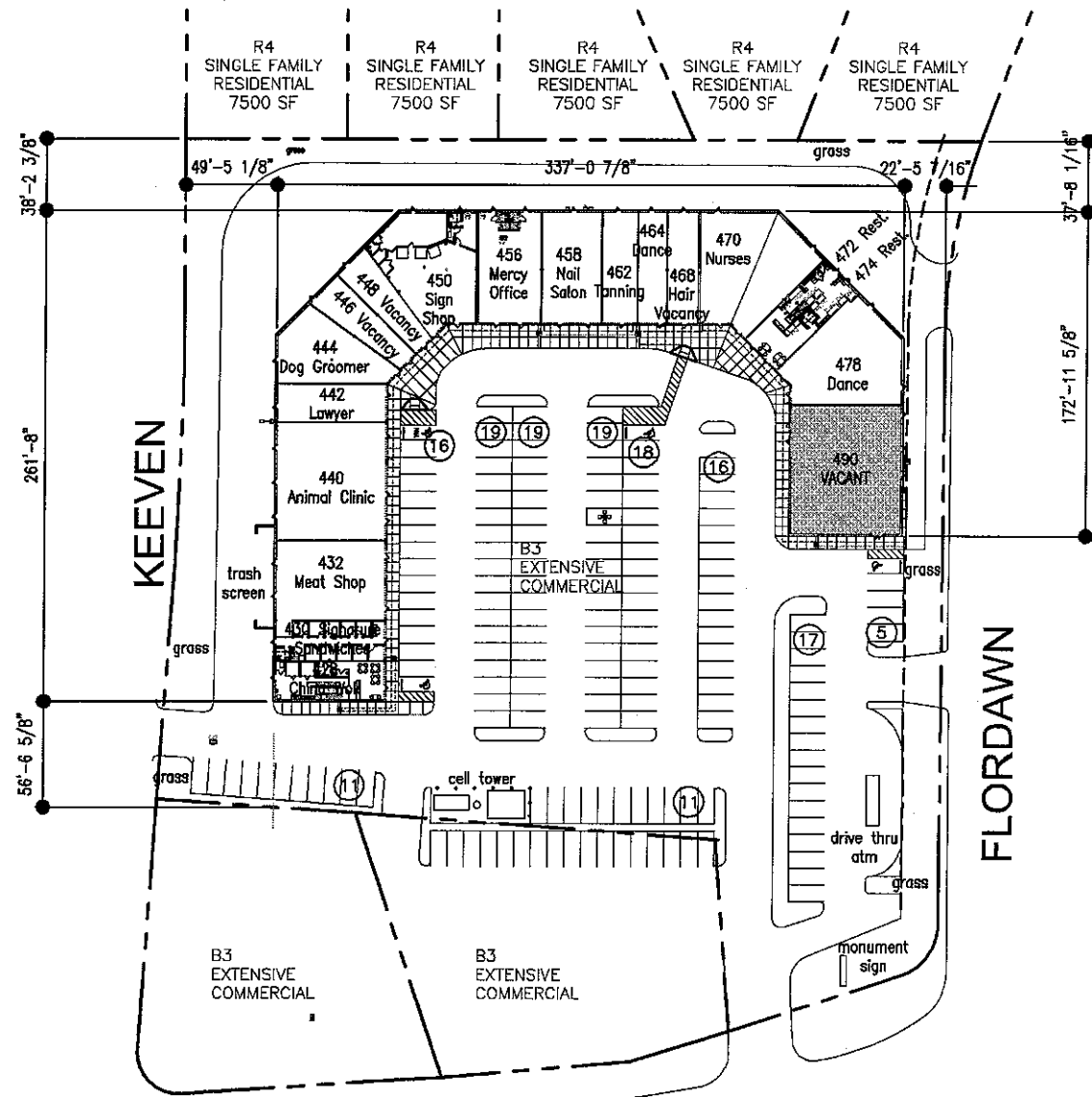
Except for Building "A," a karate, tae kwon do academy

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

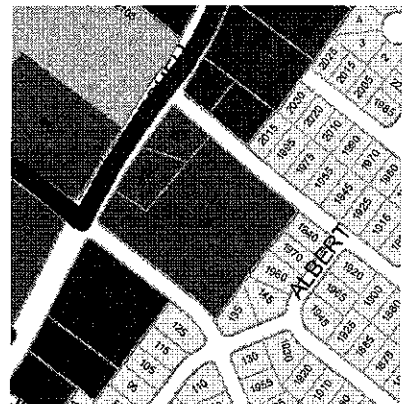
TOTAL PROVIDED
PARKING - 151 P.S.



SITEPLAN

SCALE: NOT TO SCALE

DATE: 09.20.2023



ZONING MAP / LEGEND

SCALE: NOT TO SCALE



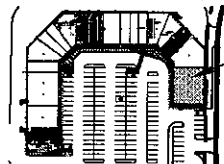
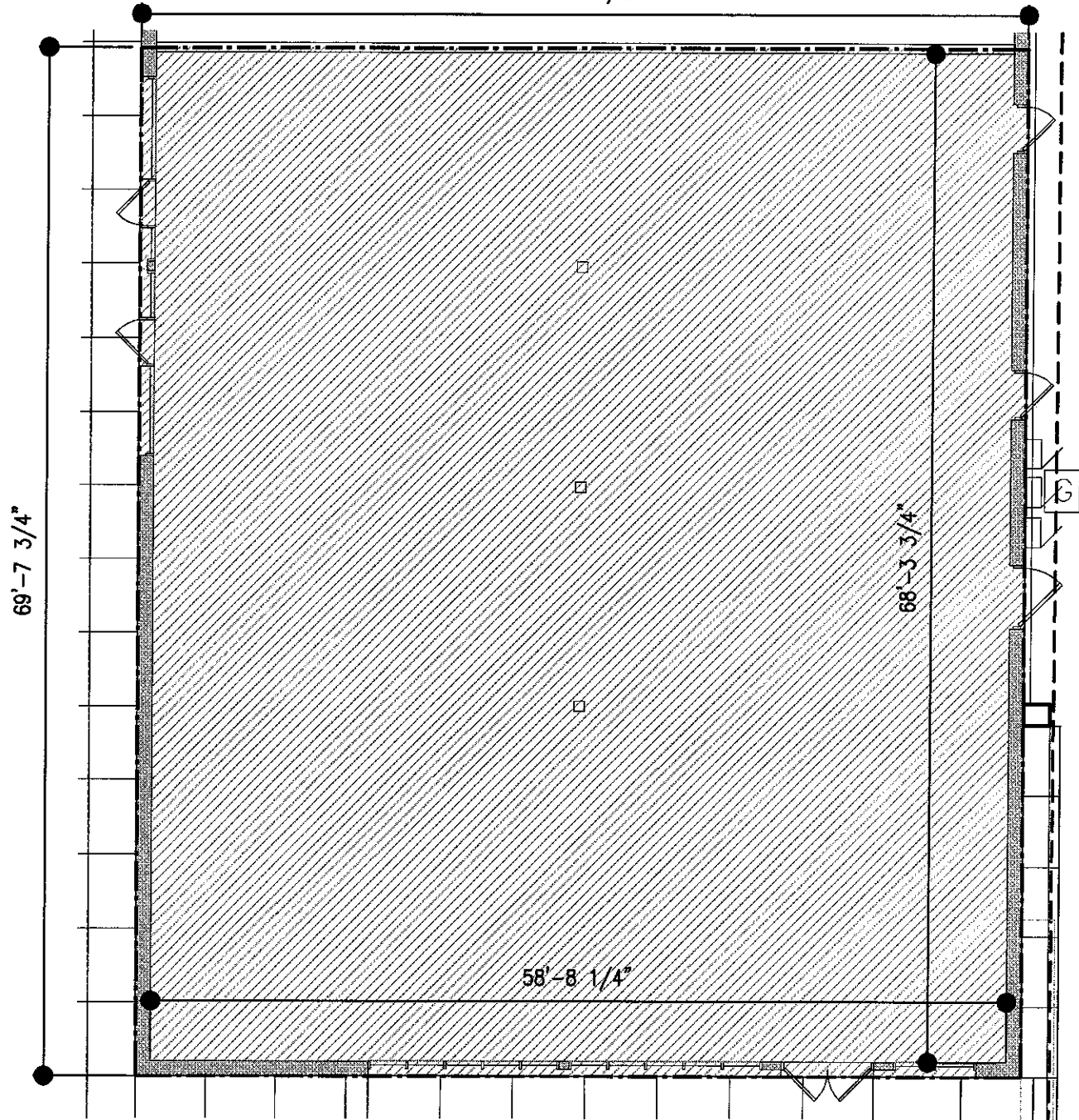
130 e. Jefferson Ste. 200
Kirkwood, MO 63122
314.394.1606 314.394.1609 f.
www.YourIdeaArchitects.com

Certificate of Authority
2011006331

Villa Del Cresta

428 Howdershell Rd. Florissant, MO
63031

60'-8 1/4"



SUBJECT
TENANT



BUILDING KEY
NOT TO SCALE

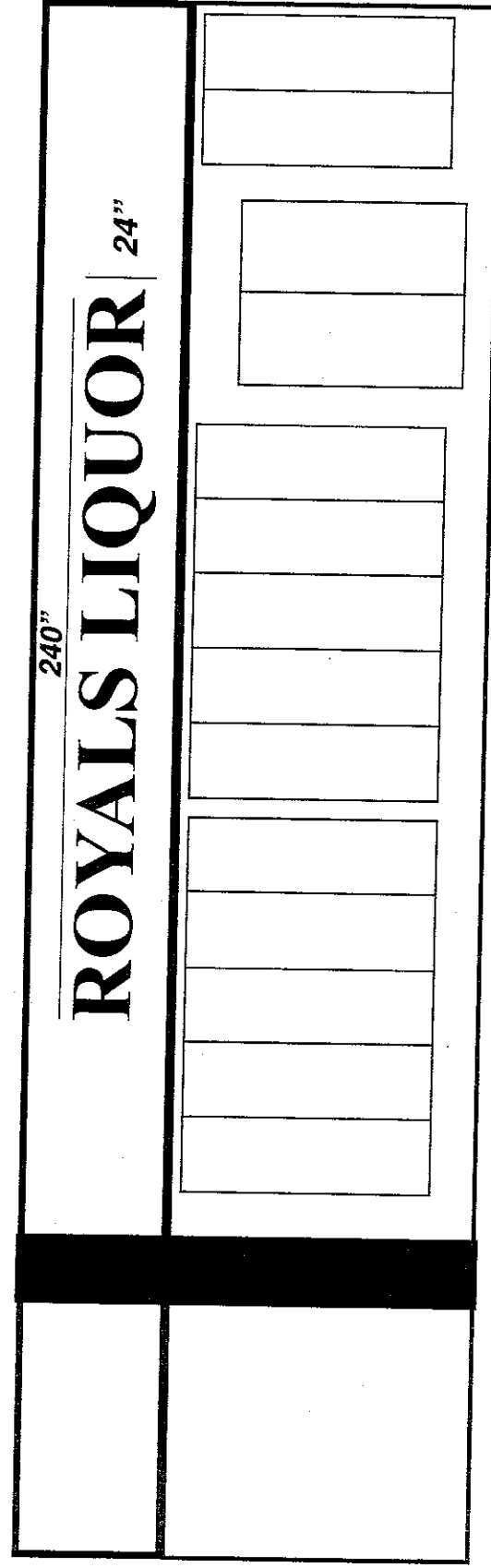
MKT

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: 10/23/2023

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

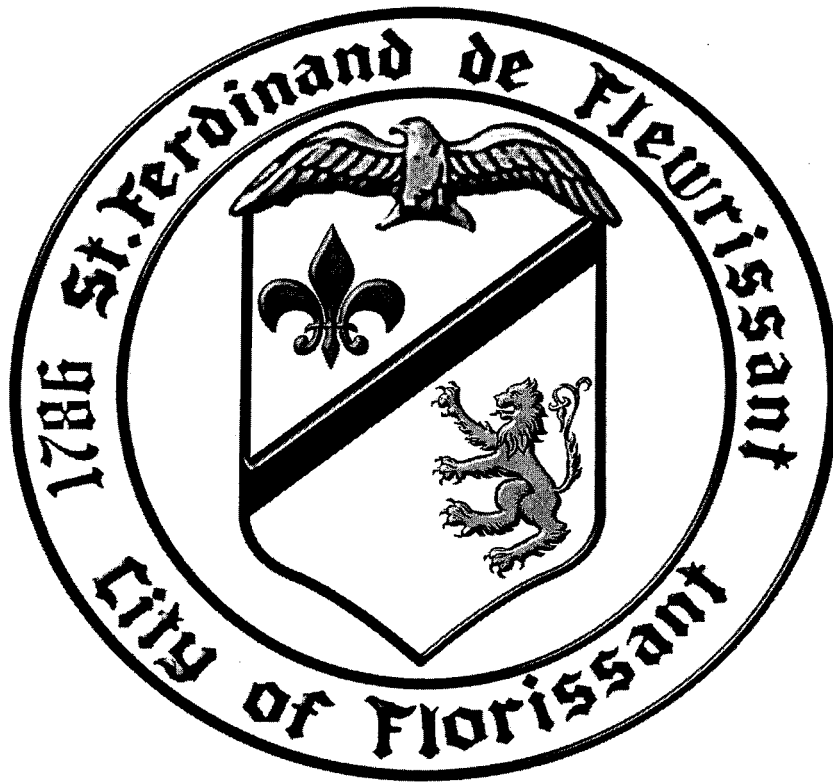
Approved this _____ day of _____, 2023.

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.

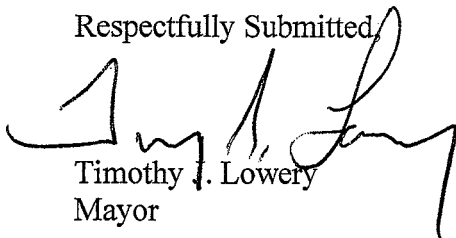
Proposition S, the street Sales tax, will be the conduit for \$3,059,00 in street projects including:

- 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
		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

	<u>Actual</u> <u>2022</u>	<u>Adjusted Budget</u> <u>2023</u>	<u>Proposed</u> <u>2024</u>
Page #			
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	<u>Community Development Office</u>	
Accounting Clerk P/T	<u>0.7</u>	Comm. Dev. Coordinator	1.00
Total	7.70		
<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><u>18.70</u></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
December 1, 2024 through November 30, 2024

105 - MUNICIPAL COURT DEPARTMENT

<u>Account</u>	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <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		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><u>9.10</u></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	11,339	15,168	15,168
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	140,431	180,300	185,300
	\$ 204,570	\$ 243,672	\$ 253,184

PERSONNEL SCHEDULE

<u>Municipal Court</u>	<u>1.00</u>	<u>1.00</u>	<u>Appointed Positions - Contract Services</u>
Prosecuting Attorney Clerk	1.00		Prosecuting Attorney
Total	1.00		Asst Prosecuting Attorney
			Full-time
Total Personnel	<u>1.00</u>		FTE (Part-time/Seasonal)
			1.00
			0.00

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

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		
		Full-time	4.60
Total Personnel	<u>5.23</u>	FTE (Part-time/Seasonal)	0.63

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

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>	<u>-</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>120.12</u>	FTE (Part-time/Seasonal)	4.72

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

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
December 1, 2024 through November 30, 2024

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 64.60

Full-time 54.00
 FTE (Part-time/Seasonal) 10.60

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

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
December 1, 2024 through November 30, 2024

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>6.04</u>	Full-time	3.00
		FTE (Part-time/Seasonal)	3.04

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

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>8.20</u>	FTE (Seasonal)	8.20

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

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
December 1, 2024 through November 30, 2024

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
December 1, 2024 through November 30, 2024

407 - RECREATION DEPARTMENT - KOCH AQUATIC CENTER

<u>Account</u>	Actual <u>2022</u>	Adjusted Budget <u>2023</u>	Proposed <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

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

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

City of Florissant Operating Budget
December 1, 2024 through November 30, 2024

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
December 1, 2024 through November 30, 2024

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	(4,023,203)
		Equal Revenue Over/(Under) Expenditure	(723,203)
		Plus Estimated Beginning Fund Balance	\$ 886,493
		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: 11/13/2023

Open Closed

Report No. 19/2023

Date Submitted:

To: City Council

Title: Request to accept the application for a transfer of Special Use Permit No. 8244 from Leo Liu d/b/a Lucky House to Dao Tien Express LLC for the operation of a restaurant located at 728 South New Florissant.

Prepared by: Ms. Deputy City Clerk Savanna Burton

Department: City Clerk

Justification:

Please see the attached applicaiton

Attachments:

1. SPU Xfer App
2. SPU Xfer Ordinances

TRANSFER OF SPECIAL PERMIT

AUTHORIZED BY ORDINANCE NUMBER (S) 7036, 7377, +8244

FROM LEO LIU d/b/a LUCK HOUSE RESTAURANT
TO DAO TIEN EXPRESS LLC
FOR RESTAURANT
ADDRESS 728 South New Florissant Rd
Ward 7 Zoning 'B-3' Date Filed 11-7-23 Accepted By SOB

TRANSFER OF SPECIAL USE PERMIT PETITION

TO THE CITY COUNCIL OF THE CITY OF FLORISSANT:

1. Comes now MATTHEW Brannon - DAO TIEN Express LLC and states to the City Council that he (she) (they) has (have) the following legal interest in the property located at 728 S. New Florissant Rd in the City of Florissant, Missouri. Legal interest: Lease or Simple Title
(Attach signed copy of lease or deed)
2. The petitioner(s) further state that he (she) (they) has (have) not made any arrangement to pay any commission, gratuity, or consideration, directly or indirectly to any official, employee, or appointee of the City of Florissant, with respect to this petition.
3. The applicant will operate the business in the same manner and under the same conditions as set out in the original ordinance granting the special permit or any amendments thereto, except for any proposed change in sign face of an authorized sign.

PETITIONER SIGNATURE Matthew Brannon
Individual's Name

FOR: DAO TIEN EXPRESS LLC
Company, Corporation, Partnership

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

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

SIGNATURE Matthew Bruno

ADDRESS 11565 Wickshire Ct Bridgeton, MO 63044

Telephone No. 314-556-1351 Email address deotienbistro11@yahoo.com

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

Matthew Bruno
PETITIONER SIGNATURE

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

5. Acknowledgement and consent of (**current**) owner to Transfer the Special Use Permit.

Leo Liu
SIGNATURE OF OWNER

TRANSFER OF SPECIAL USE PERMIT

The undersigned hereby acknowledges receipt of a copy of Ordinance
Number 8244 which previously authorized a Special Use Permit:

TO: DAO TIEN EXPRESS LLC

FOR: RESTAURANT

Located at: 728 South New Fleurissant Rd

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

Matthew Brannon

PRINT - NAME OF APPLICANT

Matthew Brannon

SIGNATURE OF APPLICANT

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

Type of Operation: (Select One)

Individual Partnership Corporation LLC

INDIVIDUAL:

Name & address MATTHEW BRANNON

Telephone number & email address 314-556-1351 - daotienbistro11@yahoo.com

Business name/address/phone DAOTIEN EXPRESS LLC / 728 S. New Florissant Rd
(314) - 274-8008

Copy of fictitious name registration, if applicable _____

PARTNERSHIP:

Name & address of partner (s) _____

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

Business name/ address /phone _____

Copy of fictitious name registration, if applicable _____

CORPORATION OR LLC:

Name & address of all corporate officers MATTHEW BRANNON

11565 WICKSHIRE CT. BRIDGETON, MO 63044

Telephone numbers & email addresses 314-556-1351 - daotienbistro11@yahoo.com

Business name/address/phone DAOTIEN EXPRESS LLC, 728 S. New Florissant Rd.
(314) 274-8008

Photocopy of Corporation/LLC Articles and Certificate _____

Date of incorporation/LLC _____

Copy of fictitious name registration, if applicable

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



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

LC014499239
Date Filed: 10/10/2023
Effective: 10/11/2023
John R. Ashcroft
Missouri Secretary of State

Articles of Organization
(Submit with filing fee of \$105.00)

1. The name of the limited liability company is
DAO TIEN EXPRESS 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:
Restaurant

3. The name and address of the limited liability company's registered agent in Missouri is:
MATTHEW MATIA
BRANNON 11565 Wickshire Ct Bridgeton, MO 63044-3015
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 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))

<i>Name</i>	<i>Address</i>	<i>City/State/Zip</i>
<u>Brannon, Matthew Matia</u>	<u>11565 Wickshire Ct</u>	<u>Bridgeton MO 63044-3015</u>

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: <u>Matthew Matia Brannon</u>
Address: <u>Email: daotienbistro11@yahoo.com</u>
City, State, and Zip Code: _____

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

DAO TIEN EXPRESS LLC
LC014499239

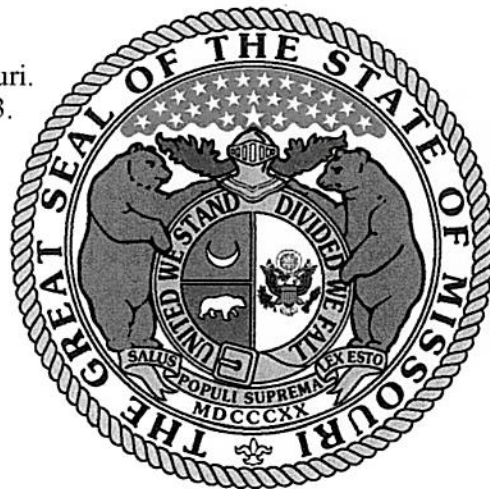
filed its Articles of Organization with this office on the 10th day of October, 2023, and that filing was found to conform to the Missouri Limited Liability Company Act.

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 10th day of October, 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 10th day of October, 2023.

Effective Date: October 11, 2023


Secretary of State



1 INTRODUCED BY COUNCILWOMAN MCKAY
2 JULY 12, 2004

3
4
5 BILL NO. 7937

ORDINANCE NO. 7036

6
7 **AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO BO JIANG**
8 **D/B/A LUCKY HOUSE RESTAURANT FOR THE OPERATION OF A**
9 **DINE-IN/CARRY-OUT, DELIVERY RESTAURANT LOCATED AT 728**
10 **S. NEW FLORISSANT ROAD**

11
12 WHEREAS, the Florissant Zoning Ordinance authorizes the City Council of the City of
13 Florissant, by Special Use Permit, after public hearing thereon, to permit the operation of a dine-
14 in/carry-out, delivery; and

15 WHEREAS, an application has been filed by Bo Jiang d/b/a Lucky House Restaurant for
16 the operation of a dine-in/carry-out, delivery restaurant located at 728 S. New Florissant Road;

17 WHEREAS, the Planning and Zoning Commission of the City of Florissant, at their
18 meeting of June 21, 2004 has recommended that the said Special Use Permit be granted with
19 certain conditions; and

20 WHEREAS, due notice of a public hearing on said application to be held on the July 12,
21 2004 at 8:00 P.M. by the Council of the City of Florissant was duly published, held and
22 concluded; and

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

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

28
29 Section 1: A Special Use Permit is hereby granted to Bo Jiang d/b/a Lucky House
30 Restaurant located 728 S. New Florissant Road with the following stipulations:

- 31 a. All roof mounted mechanical equipment must be screened.
32 b. Exhaust fans must be vented through the roof.
33 c. A trash enclosure must be erected at the rear of the building and be
34 constructed of either masonry or vinyl fencing with metal gates.
35 d. Rear door to be closed at all times with the exception of deliveries.
36 e. Hours of operation: 11 a.m. - 10 p.m. M-Th & 11 a.m. - 10:30 p.m. F-Sun.

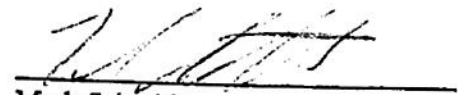
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Section 2: Said Permit herein authorized shall remain in full force and effect and subject to all of the ordinances of the City of Florissant.

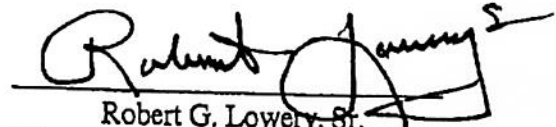
Section 3: When the named permittee discontinues the operation of said business, the Special Use Permit herein granted shall no longer be in force and effect.


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

Adopted this 26th day of July, 2004.


Mark Schmidt
President of the Council
City of Florissant

Approved this 2nd day of August, 2004.

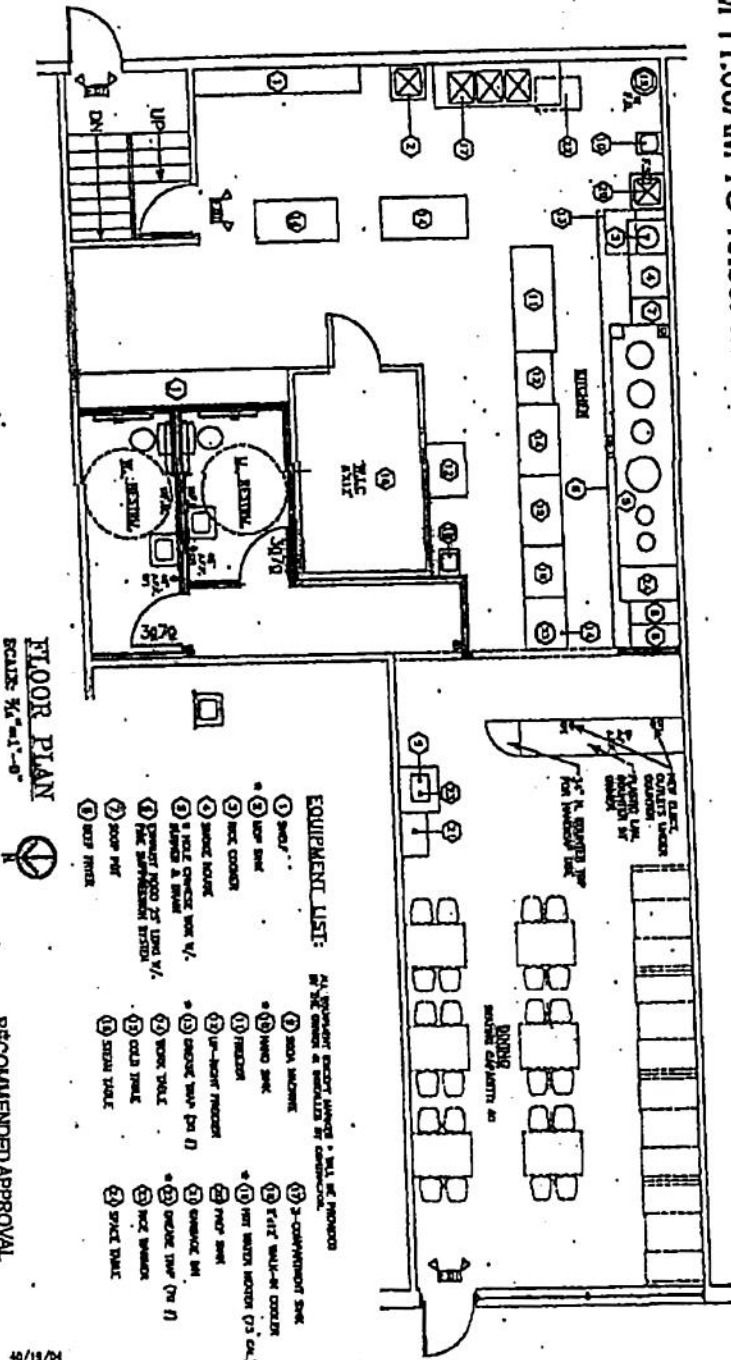
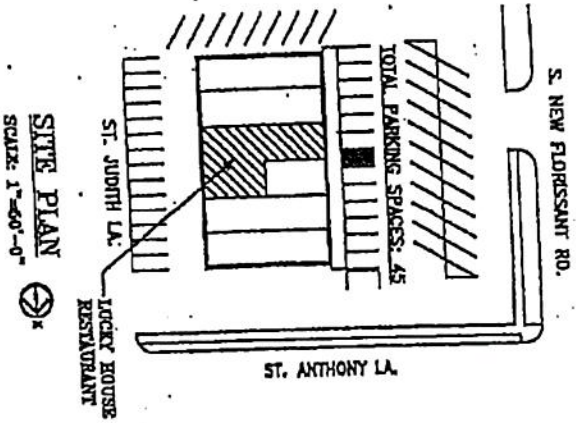

Robert G. Lowery, Sr.
Mayor, City of Florissant

ATTEST:

Karen Goodwin-Raftery, MMCA/MRCC
City Clerk

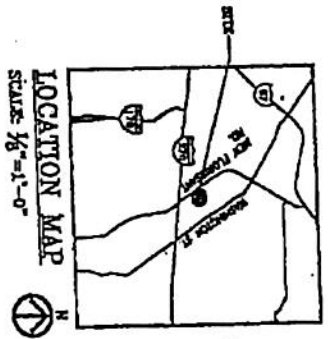
LUCKY HOUSE RESTAURANT

728 S. NEW FLORISSANT RD.
ST. LOUIS, MISSOURI

BUSINESS HOURS:
MONDAY TO THURSDAY FROM 11:00AM TO 10:00PM
FRIDAY TO SUNDAY FROM 11:00AM TO 10:30PM



- EQUIPMENT LIST:**
- 1 SINK
 - 2 UP SINK
 - 3 HOT COOKER
 - 4 SAUCE KETTLE
 - 5 HOT OVEN
 - 6 HOT OVEN
 - 7 HOT OVEN
 - 8 HOT OVEN
 - 9 HOT OVEN
 - 10 HOT OVEN
 - 11 HOT OVEN
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RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN
DATE: 6-21-04

PROJECT NO. 11904
DRAWING NO. 1 AT OF 1
DATE: 04/19/04
DRAWN BY: T.L.

LUCKY HOUSE RESTAURANT
728 S. NEW FLORISSANT RD.
ST. LOUIS, MISSOURI

MAK ARCHITECTS, INC.
ARCHITECTURE • PLANNING • INTERIOR DESIGN
4328-N Olive Blvd., St. Louis, Missouri 63112
(314) 997-5402 www.makarchitects.com
(314) 992-8781 (Fax)

1 INTRODUCED BY COUNCILWOMAN MCKAY
2 JANUARY 22, 2007

3
4 BILL NO. 8293

ORDINANCE NO. 7377

5
6
7 **AN ORDINANCE TRANSFERRING SPECIAL USE PERMIT NO. 7036**
8 **FOR THE LOCATION AND OPERATION OF A RESTAURANT**
9 **LOCATED AT 728 S. NEW FLORISSANT ROAD FROM BO JAING**
10 **D/B/A LUCKY HOUSE TO ALEXANDER WONG D/B/A LUCKY**
11 **HOUSE.**

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

16 WHEREAS, pursuant to Ordinance No. 7036, Bo Jaing d/b/a Lucky House was
17 granted a Special Use Permit for the location and operation of a restaurant on the property
18 known as 728 S. New Florissant Road; and

19 WHEREAS, an application has been filed by Alexander Wong to transfer the Special Use
20 Permit authorized by Ordinance No. 7036 to his name; and

21 WHEREAS, the City Council of the City of Florissant determined at its meeting on
22 January 22, 2007 that the business operated under Ordinance No. 7036 would be operated in a
23 substantially identical fashion as set out herein; and

24 WHEREAS, Alexander Wong has accepted the terms and conditions set out in
25 Ordinance No. 7036.

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

28
29
30 Section 1: The Special Use Permit authorized by Ordinance No. 7036 is hereby
31 transferred from Bo Jaing to Alexander Wong. .

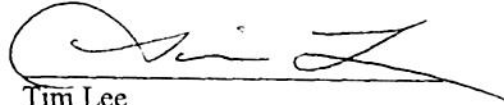
32 Section 2: The Special Use Permit herein authorized shall terminate if the restaurant
33 ceases operation for a period of more than ninety (90) days or when the named permittee ceases
34 to be the owner and operator of the said restaurant operation.

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

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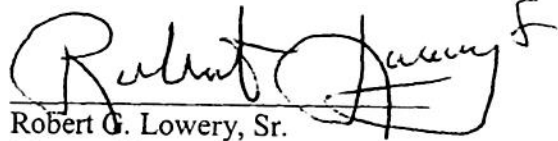
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Adopted this 12 day of Feb, 2007.



Tim Lee
President of the Council
City of Florissant

Approved this 21 day of Feb, 2007.



Robert G. Lowery, Sr.
Mayor, City of Florissant

ATTEST:



Karen Godwin, MMCA/MRCC
City Clerk

1 INTRODUCED BY COUNCILWOMAN PAGANO
2 JULY 11, 2016

3
4 BILL NO. 9205

ORDINANCE NO. 8244

5
6
7 **ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE PERMIT**
8 **NO. 7377 FROM ALEXANDER WONG TO LEO LIU D/B/A LUCKY HOUSE**
9 **RESTAURANT LOCATED AT 728 S. NEW FLORISSANT RD.**
10

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

14 WHEREAS, pursuant to Ordinance No. 7036, Bo Jaing d/b/a Lucky House was
15 granted a Special Use Permit for the location and operation of a restaurant on the property
16 known as 728 S. New Florissant Road and subsequently transferred by Ordinance No. 7377 to
17 Alexander Wong; and

18 WHEREAS, an application has been filed by Leo Liu to transfer the Special Use Permit
19 authorized by Ordinance No. 7377 to his name; and

20 WHEREAS, the City Council of the City of Florissant determined at its meeting on July
21 11, 2016 that the business operated under Ordinance No. 7377 would be operated in a
22 substantially identical fashion as set out herein; and

23 WHEREAS, Leo Liu has accepted the terms and conditions set out in Ordinance No.
24 7377.

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

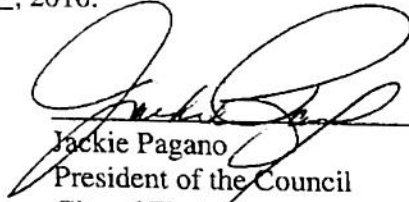
28
29 Section 1: The Special Use Permit authorized by Ordinance No. 7377 is hereby
30 transferred from Alexander Wong to Leo Liu d/b/a Lucky House restaurant.

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

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

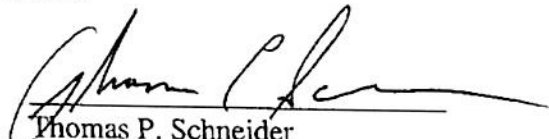
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Adopted this 11 day of July, 2016.




Jackie Pagano
President of the Council
City of Florissant

Approved this 13 day of July, 2016.



Thomas P. Schneider
Mayor, City of Florissant

ATTEST:


Karen Goodwin, MMCA/MRCC
City Clerk



Agenda Request Form

For Administration Use Only:

Meeting Date: 11/13/2023

Open Closed

Report No. 20/2023

Date Submitted:

To: City Council

Title: Request for a Package Liquor License for Royals Liquor located at 490 Howdershell.

Prepared by: Ms. Deputy City Clerk Savanna Burton

Department:**Attachments:**

1. Royals Liquor License Application

CITY OF FLORISSANT

955 rue St. Francois
Phone: 314-921-5700

APPLICATION FOR LIQUOR LICENSE

TYPE OF LICENSE REQUESTED:

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

To the City Clerk, City of Florissant, St. Louis County Missouri:

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

TYPE OF OPERATION:

- Individual
- Partnership (Attach list of Partners)
- Corporation - Attach list of officers, addresses, phone no.
- Limited Liability Corp

Name of Business 490 JAI GANESHA LLC DBA ROYALS LIQUOR

Business Address 490 HOWDERSHELL ROAD, FLORISSANT Phone 314-315-3560

Names of Applicant, Corporation, or LLC 490 JAI GANESHA LLC

Address of Owner 220 CLARKSON RD ELLISVILLE MO Phone 63011
Street City State Zip

Name of Managing Officer KRUNAL PATEL

Home Address 64 TONERBIDGE PL, ST CHARLES, MO 63303 Years at address 2
Street City/State Zip Home Phone N/A

Managing Officer Date & Place of Birth 01/07/1985 INDIA Cell Phone 314-315-3560

Managing Officer Driver's License No. [REDACTED] Social Security Number* [REDACTED]
(Provide a copy of driver's license) * Social Security Number will be used for purposes of identification in running record check.

Managing Officer Personal Property Taxes 2022 Paid? () Yes () No (Attach most recent copy)

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

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

Citizen of U.S.A.? () Yes () No Naturalized? () Yes Date 02/19/2016 () No
If Naturalized, Give Number: 376 45761 Dist. ST LOUIS, MO
(Provide naturalization documentation)

Do you have an interest in any liquor license which is now in force? NO
If so, give details _____

Have you previously held a liquor license of any type? YES
If so, when and where 6050 HOWDERSHELL RD. HAZELWOOD, MO 63042

Have you ever had a liquor license suspended or revoked? NO
If so, give details _____

Have you ever been convicted of any violation of any federal or state law? NO
If so, give details _____

Have you ever been convicted of any municipal or county ordinance violation? NO
If so, give details _____

Have you ever been convicted of any violation of a federal law, state statute or local ordinance relating to intoxicating liquor? NO
If so, give details _____

Has the location previously been occupied as a liquor establishment, liquor store or tavern? NO
If so, state name _____

Is the location within 200 feet of property used for church, school or public playground? NO

If Individual Applicant, sign below:

[Handwritten Signature]

If Partnership, corporation or LLC complete the following:

Trade Name _____

Signature of Managing Officer _____

STATE OF MISSOURI) SS
COUNTY OF ST. LOUIS)

_____, of lawful age, being first duly sworn upon _____ oath
(Individual or **Managing Officer**)

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

Signature of Individual or **Managing Officer** _____

Subscribed and sworn to before me this 8 day of September, 2023.



[Handwritten Signature]
Notary Public

My Commission Expires: Feb. 9, 2027

SUPPLEMENT TO APPLICATION FOR LIQUOR LICENSE

CORPORATION & LIMITED LIABILITY COMPANY:

Copy of Certificate of Incorporation/ Registration &
Articles of Organization papers must be attached

To the Florissant City Council,
Florissant, St. Louis County, Missouri _____

DATE 09/08/23

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

1. FULL NAME Keunal J Patel
SOC. SEC. NO. [REDACTED] PLACE OF BIRTH India
DATE OF BIRTH 01/07/1985 SEX M
PHONE NUMBER 314 - 315 - 3560
ADDRESS 64 TOWER Bridge Pl, Scharley, 63303
LAST PREVIOUS ADDRESS 31 TOWER Bridge Pl, Scharley 63303
NO. OF YRS. 10

2. FULL NAME _____
SOC. SEC. NO. _____ PLACE OF BIRTH _____
DATE OF BIRTH _____ SEX _____
PHONE NUMBER _____
ADDRESS _____
LAST PREVIOUS ADDRESS _____
NO. OF YRS. _____

3. FULL NAME _____
SOC. SEC. NO. _____ PLACE OF BIRTH _____
DATE OF BIRTH _____ SEX _____
PHONE NUMBER _____
ADDRESS _____
LAST PREVIOUS ADDRESS _____
NO. OF YRS. _____

4. FULL NAME _____
SOC. SEC. NO. _____ PLACE OF BIRTH _____
DATE OF BIRTH _____ SEX _____
PHONE NUMBER _____
ADDRESS _____
LAST PREVIOUS ADDRESS _____
NO. OF YRS. _____

PLEASE FILL OUT THIS FORM AND RETURN WITH YOUR LICENSE APPLICATION

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

EMERGENCY INFORMATION

OWNER OF PROPERTY Kabul Properties PHONE 314-607-8750
ADDRESS 119 Church St, Suite 124 CITY Ferguson STATE MO ZIP 63135
NAME OF BUSINESS Royals LIQUOR PHONE 314-315-3560
ADDRESS 490 HONOR SULL RD CITY FLORENCE STATE MO ZIP 63031
BUSINESS HOURS 8-10 PM
OWNER/MANAGER Krunal Patel PHONE 314-315-3560
HOME ADDRESS 64 Towerbridge Pl CITY St Charles STATE MO ZIP 63303

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

CONTACT #1
NAME KRUNAL Patel ADDRESS 64 TOWERBRIDGE PL
CITY & STATE St Charles ZIP MO PHONE 314-315-3560
HAS KEY: YES NO

CONTACT #2
NAME Roma Mayor Patel ADDRESS 325 STURBRIDGE PL
CITY & STATE St Charles ZIP MO PHONE 314 315 3560
HAS KEY: YES NO 63303

ARE THERE LIGHTS LEFT ON AFTER BUSINESS HOURS: YES NO
IS ANYONE AUTHORIZED TO BE ON THE PREMISES AFTER BUSINESS HOURS: YES NO
IF YES, WHO: Krunal Patel
ARE ANY VEHICLES PARKED AT YOUR BUSINESS AFTER HOURS: YES NO
DESCRIBE: _____
(YEAR) (MAKE/MODEL) (COLOR) (LICENSE NO.)

DO YOU HAVE A SAFE OF ANY KIND? YES NO
IF YES, WHERE IS IT LOCATED: In office

CAN IT BE SEEN FROM THE OUTSIDE? YES NO
IS YOUR BUSINESS PROTECTED WITH AN ALARM SYSTEM? YES NO

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

CITY OF FLORISSANT



FLORISSANT, MISSOURI

WAIVER

Authorization to complete record check

I, KRUNAL Patel
RESIDING AT 64 TOWER BRIDGE PL
IN THE CITY OF ST CHARLES,
STATE MO

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

_____	<u>[Signature]</u>
Witness	Signature
<u>09/08/2023</u>	<u>01/07/1985</u>
Date	Date of Birth
<u>[Redacted]</u>	<u>[Redacted]</u>
** Social Security Number	** Driver's License Number & State

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

TO THE CITY CLERK, CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI

APPLICATION FOR SUNDAY LIQUOR LICENSE

Authorizing the sale of retail liquor by the drink or package in Florissant on **Sunday** from 9:00 a.m. to Midnight

TYPE OF OPERATION: Individual _____ Partnership _____ Corporation _____ LLC

NAME OF BUSINESS: Royals LIQUOR

LOCATION: 490 Howdershell Rd, Florissant 63031 Telephone: 314-315-3560

NAME OF APPLICANT (partnership or corporation, give exact trade, LLC or corporate name):

Krunal Patel

TRADE NAME IF DIFFERENT: _____

The undersigned (Individual) (Partnership) (Corporation) (LLC), hereby makes application to the City Clerk, City of Florissant, St. Louis County, Missouri for a By the drink/Package Liquor License authorizing the sale of retail liquor on Sundays from 9:00 a.m. to Midnight for the period beginning _____, and expiring 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 Florissant City 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 License No. _____ authorizing the sale of retail liquor by the drink/package in Florissant for premises described in this application.

STATE OF MISSOURI)SS
COUNTY OF St. Louis)


I/WE Krunal J Patel of lawful age, being first duly sworn upon (my) (our) oath(s), name of managing officer (or owner or partner)

depose and say that (I) (we) have read this application and that (I) (we) fully understand the same; that (I) (we) know the contents thereof and the statements contained therein and that the same are true of (my) (our) own knowledge.

[Signature]
Signature of managing officer (or owner or partner)

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8 DAY OF September 2023

MY COMMISSION EXPIRES Feb 9 2027

[Signature]
Notary Public


CERTIFICATE OF REGISTRATION

STATE



COUNTY

OF

OF

MISSOURI

ST. CHARLES

This is to certify that **Krunal Jayantilal Patel**, is an active registered voter in Precinct **701** of **3** Township of St. Charles County, having registered on **02/19/2016**. We further certify that the following information was given, under oath, by the applicant:

Current Address:

31 Towerbridge Pl, St. Charles, MO 63303

Age or Birth Date: **01/07/1985**

Birth Place: **India**

U. S. Citizen: **Yes**

Prepared by the office of the

St. Charles County Election Authority

in St. Peters, Missouri, on this day **September 7, 2023**.

Attest:

A handwritten signature in black ink, appearing to read "K. M. B.", written over a horizontal line.

Director of Elections





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 \$105.00)

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

4. The management of the limited liability company is vested in: managers 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))

<i>Name</i>	<i>Address</i>	<i>City/State/Zip</i>
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: <u>krunal patel</u>
Address: <u>Email: krunal6149@gmail.com</u>
City, State, and Zip Code: _____

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





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: 11/08/2023

Name (1): KRUNAL PATEL

Name (2):

Name (3):

Date Of Birth: 01/07/1985

SSN: xxx-xx-9880

Control Number: 6588904

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: 11/13/2023

Open Closed

Report No. 74/2023

Date Submitted:

To: City Council

Title: Ordinance to amend Title II, Chapter 245 “Parks & Recreation” of the Florissant City Code, section 245.180 “Fees for Use”, to adjust fees for use of various park facilities.

Prepared by: Parks Director Cheryl Thompson

Department: Parks and Recreation

Justification:

Presenting and updated proposal of Parks and Recreation Fees

Attachments:

1. Section 245.180 Fees

INTRODUCED BY COUNCILMAN EAGAN
 NOVEMBER 13, 2023

BILL NO. 9927

ORDINANCE NO.

AN ORDINANCE TO AMEND TITLE II, CHAPTER 245 “PARKS & RECREATION” OF THE FLORISSANT CITY CODE, SECTION 245.180 “FEES FOR USE”, TO ADJUST FEES FOR USE OF VARIOUS PARK FACILITIES.

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

Section 1: Title II, Chapter 245 “Parks and Recreation, Article 1, Section 245.180, “Fees for use” is hereby deleted in its entirety and replace with the following:

The following fees for the use of the recreation facilities and theatre of the City are hereby established:

1. JJE/JFK FACILITY FEES	RESIDENT	NON-RESIDENT
Facility Daily Fees		
3 & under	Free	Free
Youth (4-17)	\$3	\$6
Adult	\$5	\$10
Senior & Veterans	\$3	\$6
Facility Memberships	3 mo./6 mo./1 yr.	3
mo./6mo./1 yr.		
3 & Under	Free	Free
Youth (4-17)	\$40/\$65/\$95	\$95/\$155/\$230
Adult	\$50/\$85/\$125	\$120/\$195/\$280
Senior & Veterans	\$40/\$65/\$95	\$95/\$155/\$230
Senior Couple (live in same house and both 60+)	\$70/\$120/\$175	\$140/\$225/\$325
Family *	\$75/\$130/\$195	\$150/\$240/\$355
Family + Outdoor Pool Membership	Add 50% of Outdoor Membership Fee	Add 50% of Outdoor Membership Fee
* Family Membership includes 4 persons	Add \$30 per person	Add \$50 per person
2. Outdoor Pool		
Daily Fees		
3 & Under	Free	Free
Youth (4-17)	\$5	\$14
Adult	\$7	\$16
Senior & Veterans	\$5	\$10
Memberships		
3 & Under	Free	Free
Youth	\$80	\$200
Adult	\$120	\$250
Senior & Veterans	\$80	\$200

Family	\$175	\$400
*Family Membership includes 4 persons	Add \$30	Add \$50
3. FIELD RENTALS		
Hourly Field Rentals	\$20	\$25 (\$12 for Non-Profit)
Light Fees (per hour)	\$10	\$10
Field Prep Fee (Fields dragged, lines drawn, bases & rubber set up)	\$25	\$25
Field Re-drag (in between games or tournaments)	\$15	\$15
Field Conditioner (Per Bag)	\$12	\$12
Day Rate (Tournament Rate) – 9am start, two hours of lights	\$140	\$170
Game Rates (Koch 1, Football at Koch, Soccer at JJE)	\$60	\$75 (\$36 non-profit)
Soccer ½ Field Game Rates	\$30	\$40 (\$18 non-profit)
Pay gate Field Rentals	\$100	\$125
Damage Deposit	\$100	\$100
4. DISC GOLF FEES		
Disc Golf Course Rental (Must reserve both pavilions)	\$175	\$175
5. PRACTICE PERMITS		
Spring	\$195	N/A
Summer	\$175	N/A
Fall	\$195	N/A
6. Ice Rink (goes into effect 10/24)		
Daily Fees		
3 & Under	Free	Free
Youth (4-17)	\$3	\$5
Adult	\$5	\$10
Senior & Veterans	\$3	\$5
Memberships		
3 & Under	Free	Free
Youth (4-17)	\$25	\$40
Adult	\$35	\$55
Senior & Veterans	\$25	\$40
Family	\$50	\$80
* Family Membership includes 4 persons	Add \$20 per person	Add \$30 per person
7. JJE Indoor Pool Rental (per hour)	\$100	\$150
Damage Deposit	\$100	\$100
8. JJE Ice Rink Rental (per hour)(goes into effect 10/24)	\$195	Same as resident
Damage Deposit	\$200	Same as resident
9. JJE Clover Meeting Room (previously room 3) -4hrs capacity -30	\$84	Same as resident
Damage Deposit	\$150	Same as resident
Hourly Rate	\$21	
After hour rentals (Mon-Fri. after 8, Sat. & Sun. after 5)	+\$40 per hour	Same as resident
10. Rose Room (previously room 1&2) 5hrs - Capacity 64	\$140	Same as resident
Damage Deposit	\$150	Same as resident
Hourly Rate	\$28	Same as resident
After hours rentals (Mon-Fri after 8, Sat & Sun after 5)	+\$40 per hour	Same as resident

11. JJE Gymnasium (8 hrs)		
Up to 400 people (8hrs)	\$700	Same as resident
Hourly Rate	\$87.50	Same as resident
Damage Deposit	\$300	Same as resident
After hours rentals (Mon-Fri. after 8, Sat. & Sun. after 5)	+\$40per hour	Same as resident
401-800 people (8hrs)	\$800	Same as resident
Damage Deposit	\$300	Same as resident
Additional Hourly Rate	+\$100 per hour	Same as resident
Add Podium	\$10	
Add Small Stage	\$50	
Add Large Stage	\$100	
Add Locker Room (per room)	\$50	
Add Sound System	\$50	
Bar (can have up to 2, this price is per bar)	\$25	
12. JFK Carnation Room (previously small room)	\$84	Same as resident
4 hrs-Capacity 40		
Damage Deposit	\$150	Same as resident
Hourly Rate	\$21	Same as resident
After hours rentals (Mon-Fri after 8, Sat. & Sun. after 5)	+\$40per hour	Same as resident
13. JFK Lilac Room (previously room A&C) 5hrs-Capacity 80	\$175	Same as resident
Damage Deposit	\$150	Same as resident
Hourly Rate	\$35	Same as resident
After hours rentals (Mon-Fri after 8, Sat & Sun after 5)	+\$40per hour	Same as resident
14. Fleur -De-Lis Lounge- Senior Center- 5 hrs. (previously game room)	\$225	
Damage Deposit	\$200	
Hourly Rate	\$45	
After hours rentals (Mon-Fri after 8, Sat & Sun after 5)	+\$40 per hour	
15. JFK Celebration Hall (previously gym) 8 hrs Capacity 350	\$1,000	Same as resident
Damage Deposit	\$300	Same as resident
Hourly Rate	\$125	Same as resident
After hours rentals (Mon-Fri after 8, Sat. & Sun after 5)	+\$40per hour	
Fees for this include ice, warmer, refrigerator & freezer		
Podium	\$10	Same as resident
Small Stage	\$50	Same as resident
Large Stage	\$100	Same as resident
Sound System	\$50	Same as resident
Bar (can have up to 2, this price is per bar)	\$25	Same as resident
Projector and screen	\$50	Same as resident
Add on's for JFK only		
Cocktail tables (per table)	\$25	Same as resident
Backdrop Drapery	\$125	Same as resident
Uplighting	\$25	Same as resident

16. Theatre

a. Rehearsals – 6 hrs	b.	
1. Technical	\$150	\$210
2. Non-technical (no lights or sound)	\$130	\$190
3. Dance School - 8 hour minimum	\$300	\$430
c. Performances – 6 hrs		
1. Regular	\$175	\$255
2. Dance Schools - 8 hour minimum	\$300	\$430
* Plus twenty percent (20%) of the box office receipts above three hundred dollars (\$300.00) per performance		
Deposit	50% of total rental cost	
d. Damage Deposit	\$300	\$300
e. Top ticket price for City	Competitive	Competitive
f. Additional half hour rate	\$50	\$75
g. “Dark Day” Rate (when space is occupied between rehearsal/performance dates)	\$50	\$75
h. Microphone Maintenance Fee (per total period)	Included with rental	\$70
i. Scene Shop Rental Rate	\$150	Same as resident
j. Art Gallery Rental Rate (per week, no more than 4 weeks per rental)	\$35	Same as resident
k. Art Gallery Reception Fee (4 hours)	\$60	Same as resident
l. Technical Theatre Workshop Course (per class)	\$20	Same as resident
m. Projector set up fee (includes cyc)	\$50	Same as resident
n. Projector screen set up fee	\$100	Same as resident
Rental use per day	\$50	Same as resident
Per week	\$150	

16. Nature Lodge

Top Floor (5hr rental)	\$270	Same as resident
Additional hour	\$80	Same as resident
Bottom Floor (5hr rental)	\$220	Same as resident
Additional hour	\$80	Same as resident
Entire Facility (6hr rental)	\$444	Same as resident
Additional hour	\$80	Same as resident
Deposit	\$300	Same as resident
Additional Hourly Rate	\$80	Same as resident

17. Showmobile (per day rental)

Per Day Rental	\$800	Same as resident
Complimentary Rental	\$350	Same as resident

18. Craft Show or Special Event

Rate per table, per day	\$20	\$30
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19. Picnic Permits (Pavilion or Gazebo Rental)

	Pavilions/Each Pavilion	
Monday - Thursday	\$50/\$75	N/A
Friday - Sunday or Holiday	\$70/\$85	N/A
Damage Deposit	\$200	N/A

20. Classes (maximum hourly charge for session classes)

	\$15	\$20
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21. Summer Camp (eight-week program)

One child – per week	\$95	\$125
All 8 week sign up at one time 10%	\$685	\$900
22. Skate Rental	\$2.00	\$2.00
23. Skate Sharpening	\$5	\$5
24. XL Events at Koch \$525 – schools get 25% off of event price (only Monday-Friday)		
25. Garage Sale	\$30	\$40
26. Photo ID Cards		
3 and Under	Free	Free
(Youth) 4-17	\$4	Same as resident
Adult	\$5	Same as resident
Senior	\$4	Same as resident
27. Photo ID Replacement Card	\$5	\$5
28. Dog Park Fees	\$8	\$14
Each additional Dog	\$6	\$8
29. A maximum discount of twenty-five percent (25%) off of resident rates for admission fees for the golf course, pools, skating rink and recreational classes shall be awarded to any member of a Board or Commission, Police Reserve or Police Volunteer of the City of Florissant.		
30. These fees may not be reduced or waived except as follows:		
a. To facilitate a meeting or event for the City of Florissant or another government agency.		
b. Any 501c3 not-for-profit organization located in the City of Florissant may rent a facility for fifty percent (50%) of the normal rental rate up to two (2) times per year with the exception of theatre rentals. Non-Resident 25% discount 1 time per year.		
31. All fee with the exception of the ice rink fees will go into effect 1-1-24		

Section 2: Except as herein amended Section 245.180 shall remain in full force and effect.

Section 3: This ordinance shall become in full 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.

Timothy J. Lowery
Mayor

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk

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* Plus twenty percent (20%) of the box office receipts above three hundred dollars (\$300.00) per performance		
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e. Top ticket price for City	Competitive	Competitive
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16. Nature Lodge		
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17. Showmobile (per day rental)		
Per Day Rental	\$800	Same as resident
Complimentary Rental	\$350	Same as resident
18. Craft Show or Special Event		
Rate per table, per day	\$20	\$30
19. Picnic Permits (Pavilion or Gazebo Rental)	Pavilions/Veach Pavilion	
Monday - Thursday	\$50/\$75	N/A
Friday - Sunday or Holiday	\$70/\$85	N/A
Damage Deposit	\$200	N/A
20. Classes (maximum hourly charge for session classes)	\$15	\$20
21. Summer Camp (eight-week program)		
One child – per week	\$95	\$125

All 8 week sign up at one time 10%	\$685	\$900
22. Skate Rental	\$2.00	\$2.00
23. Skate Sharpening	\$5	\$5
24. XL Events at Koch \$525 – schools get 25% off of event price (only Monday-Friday)		
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Each additional Dog	\$6	\$8
29. A maximum discount of twenty-five percent (25%) off of resident rates for admission fees for the golf course, pools, skating rink and recreational classes shall be awarded to any member of a Board or Commission, Police Reserve or Police Volunteer of the City of Florissant.		
30. These fees may not be reduced or waived except as follows:		
a. To facilitate a meeting or event for the City of Florissant or another government agency.		
b. Any 501c3 not-for-profit organization located in the City of Florissant may rent a facility for fifty percent (50%) of the normal rental rate up to two (2) times per year with the exception of theatre rentals. Non-Resident 25% discount 1 time per year.		
31. All fee with the exception of the ice rink fees will go into effect 1-1-24		



Agenda Request Form

For Administration Use Only:

Meeting Date: 10/2/2023

Open

Closed

Report No. 72/2023

Date Submitted:

To: City Council

Title: Ordinance authorizing a Special Use Permit for Taste LLC to allow for a Sit-Down and Carry-out Restuarant in an existing 'B-3' Extensive Business District located at 1169 N. Highway 67.

Prepared by: Administrator

Department: Public Works

Justification:

Please see attachments

Attachments:

1. signed motion
2. Plans
3. Application
4. Articles of Organization

INTRODUCED BY COUNCILMAN O'DONNELL
NOVEMBER 13, 2023

BILL NO. 9928

ORDINANCE NO.

ORDINANCE AUTHORIZING A SPECIAL USE PERMIT FOR TASTE LLC TO ALLOW FOR A SIT-DOWN AND CARRY-OUT RESTUARANT IN AN EXISTING 'B-3' EXTENSIVE BUSINESS DISTRICT LOCATED AT 1169 N. HIGHWAY 67.

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 sit down, carry out restaurant in the City of Florissant; and

WHEREAS, an application has been filed by Taste LLC to allow for the operation of sit down, carry out restaurant located at 1169 N. Highway 67, and

WHEREAS, the Planning and Zoning Commission at their meeting on October 16, 2023, recommended that a Special Permit be granted; and

WHEREAS, due notice of public hearing no. 23-11-028 on said application to be held on the 13th day of November, 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 sit down, carry out restaurant 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 Taste LLC to allow for the operation of sit down, carry out restaurant located 1169 N. Highway 67 as shown on drawings attached, site plan A0-1 and Floor Plan A-1 dated 8/4/23 by Nova Group Inc. and subject to the following stipulation:

1. Existing Parking and Access easement to remain in full force and effect.

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.

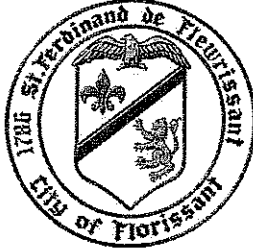
Mayor Timothy J. Lowery

ATTEST: __

Karen Goodwin, MPPA/MMC/MRCC
City Clerk

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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: August 16, 2023

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

Subject: 1169 N Highway 67 (Taste LLC) Request recommended approval for a Special Use Permit to allow for a Sit down carry out restaurant, in a 'B-3' Extensive Business District.

STAFF REPORT
CASE NUMBER PZ-082123-4

I. PROJECT DESCRIPTION:

This is a request for recommended approval for a Special Use. Restaurants are listed as a Special Use under 405.125, para. K, 11 in the 'B-3' Extensive Business District.

II. EXISTING SITE CONDITIONS:

The existing property at 1169 N. Highway 67 is a vacant tenant space on a 1.69 acre site with a shopping center and 2 other rear buildings in a 'B-3' Extensive Business District.

The subject property is approximately 57'x 60'-1"= 3425 s.f., within the shopping center which is about 12,800s.f.. There is a site plan attached which shows the boundary limits and existing parking. The existing building was built in 1975 per County record.

III. SURROUNDING PROPERTIES:

The property to the West is Rallo Plaza at 1101 N. Highway 67, zoned similarly in the 'B-3' Extensive Business District. The properties to the North are houses along St Celeste in the 'R-4' Single Family Dwelling District. The properties to the East are a car lot at 1285 N. Highway 67 and a church at 1325 N. Highway 67 in the 'B-3' Extensive Business District.

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IV. STAFF ANALYSIS:

Plans received from the applicant include a floor plan and an architect's site plan of existing location with some proposed changes of the interior, including 2 toilet rooms:

- Site Plan A0.1 dated 10/24/22 by Nova Group:
 - Parking complies for the main building with 53 spaces shown.
 - Note indicates there is not adequate existing parking for the two smaller buildings in the rear to be occupied per the parking code.
 - There are 2 extra accessible spaces shown.
 - A 6' screen, consisting of a 6' vinyl fence as required by the zoning code has been recently installed along the North Property line.
 - There is no additional landscaping shown or planned.

- Floor Plan comments:
 - Plan shows standard tables 50 seats and booths with 40 seats.
 - Two toilet rooms in the rear are shown.
 - Storage and Office labeled.
 - Rear exit door shown. There are other existing doors through the rear wall that exit onto asphalt paving.

III. STAFF RECOMENDATIONS:

Suggested Motion:

I move for **recommended approval** of a Special Use Permit allow for a Sit down carry out restaurant, in a 'B-3' Extensive Business District as shown on drawings attached, site plan A0-1 and Floor Plan A-1 dated 8/4/23 by Nova Group Inc., subject to the conditions set forth below with these conditions being part of the record:

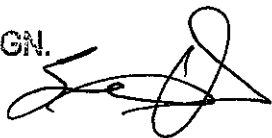
1. Existing Parking & Access easement to remain in full force & effect.

(End of report and suggested motion)

RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

SECRETARY

SIGN.



DATE:

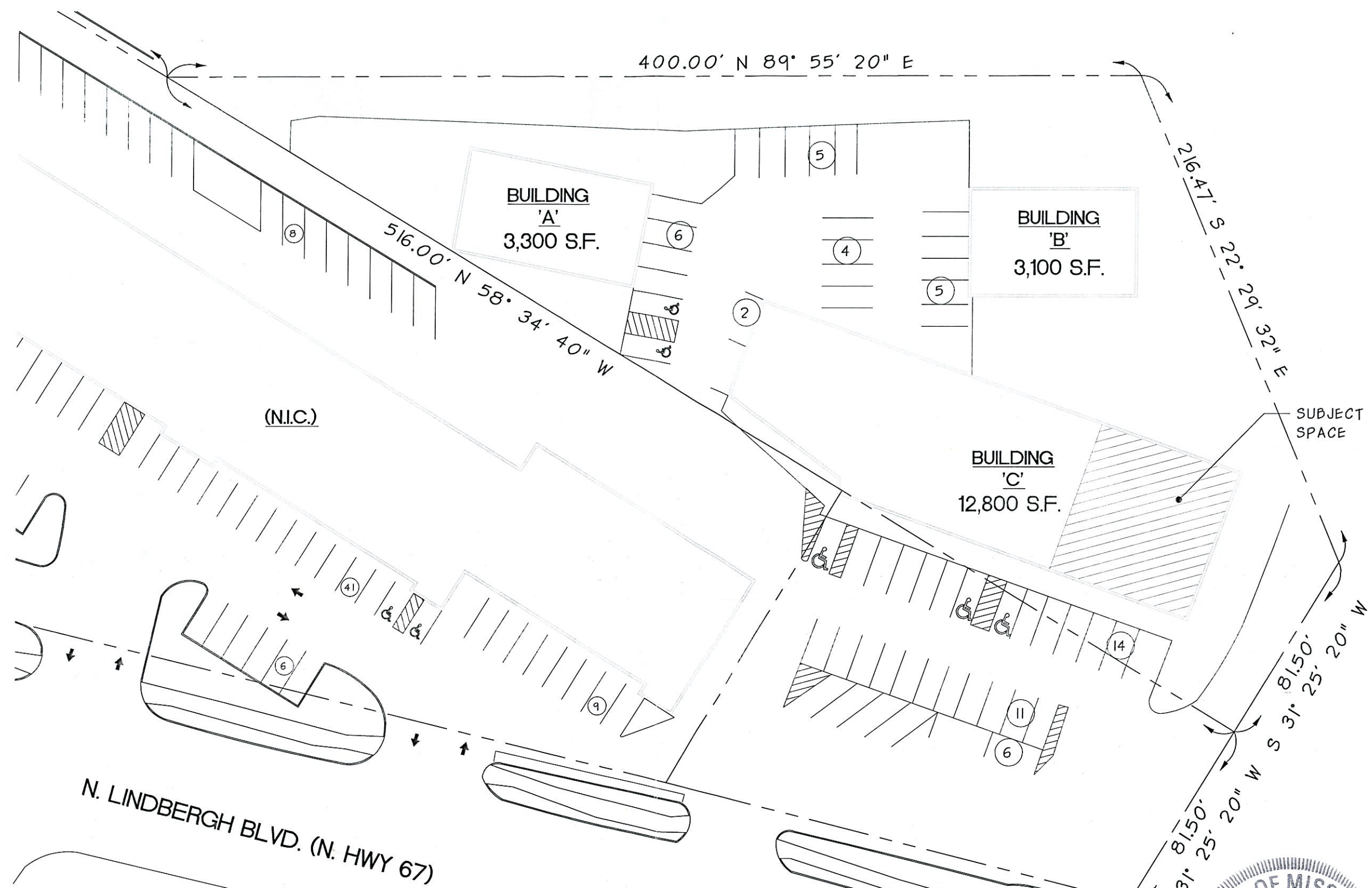
10-16-2023

SIGN.



DATE:

10-16-2023



N. LINDBERGH BLVD. (N. HWY 67)

PARKING CALC.	
BUILDING SQUARE FOOTAGE	12,800 S.F.
PARKING REQUIRED @ 4 CARS PER 1,000 S.F.	
$12,800 / 1,000 = 12.8$	
$12.8 \times 4 = 52$ SPACES REQUIRED	
PARKING SHOWN - 53 SPACES SHOWN	
3 HANDICAP SPACES REQUIRED - 5 SPACES SHOWN	
NOTE: BUILDING 'A' AND BUILDING 'B' CANNOT BE OCCUPIED PER PARKING CALCULATION TO COMPLY.	

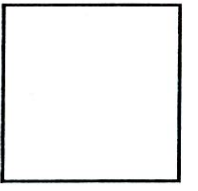
SITE ANALYSIS		
RETAIL SITE AREA	APPROXIMATELY	81,963 S.F.
BUILDING AREA		12,800 S.F.
PARKING STALL SIZE (BY ZONING)		9' X 19' MIN.
SITE ZONING		COMMERCIAL
PARKING SHOWN		53 CARS
THE INFORMATION ON THIS SITE PLAN WAS TAKEN FROM AVAILABLE REAL ESTATE TAX MAPS. DIMENSION AND PROPERTY LINE LOCATIONS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY. FINAL ANGLES OF PROPERTY LINES ON THIS SITE COULD DRASTICALLY CHANGE THE PLAN SHOWN.		

SITE PLAN

SCALE: 1" = 20'-0"



TASTE, LLC.
1169 HWY 67
FLORISSANT, MISSOURI



NOVAGROUP, INC.
ARCHITECTS
6413 Lacleave Ct, Suite 102
St. Louis, MO 63114
(314) 715-5454

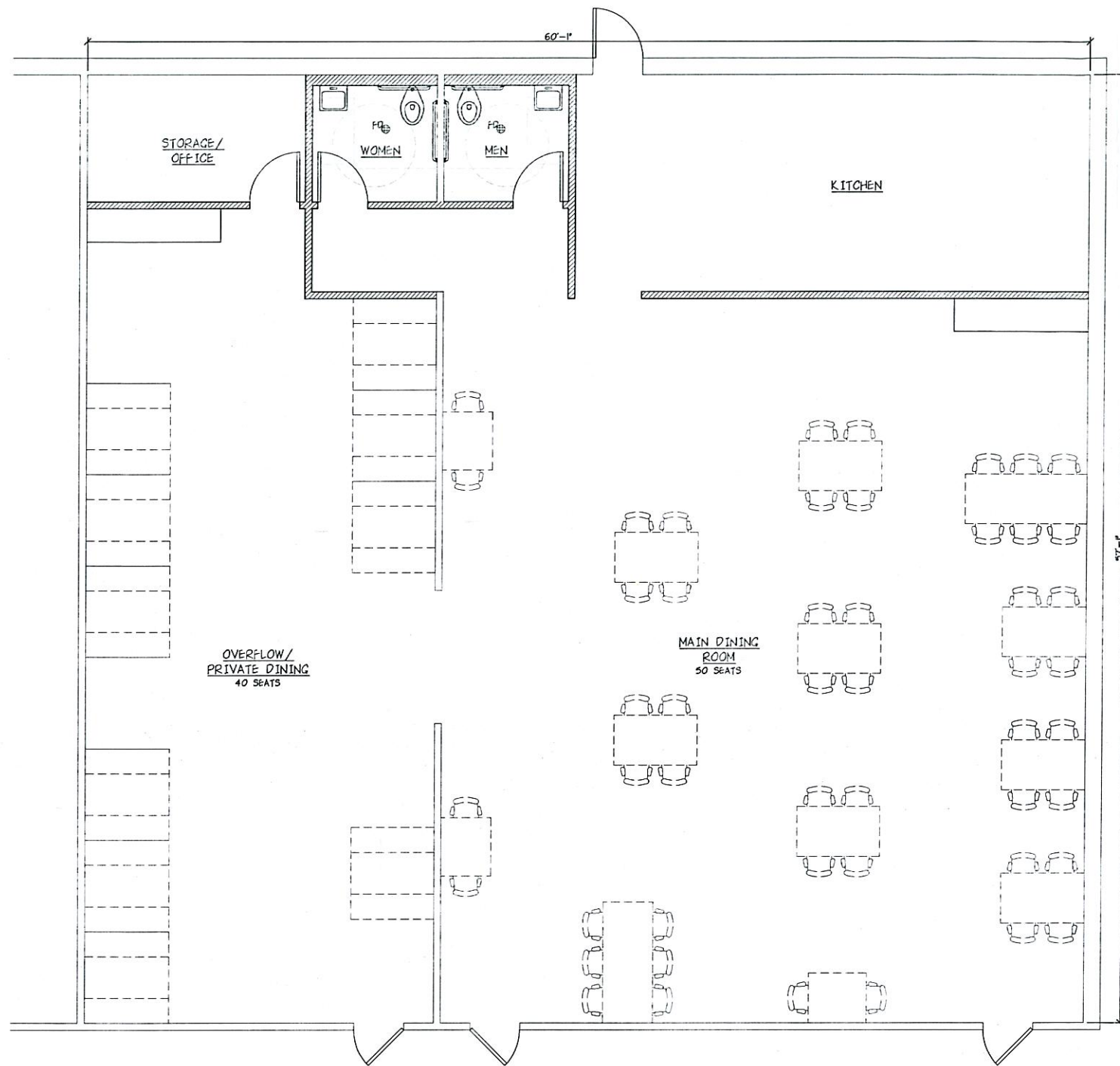
project no. 223065A
drawn by CKP
date 07/28/23
revision 08/04/23



SITE PLAN

A0-1
sheet 1 of 2

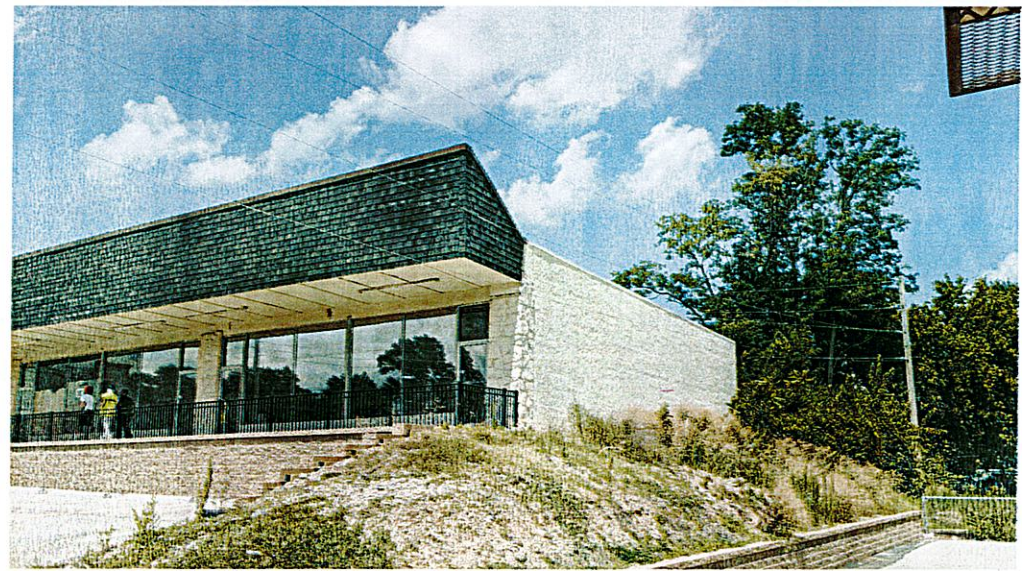
Copyright © 2023 Nova Group, Inc. All Rights Reserved



SCHEMATIC FLOOR PLAN
 3,400 SF. +/- SCALE: 1/4" = 1'-0"
 90 SEATS TOTAL



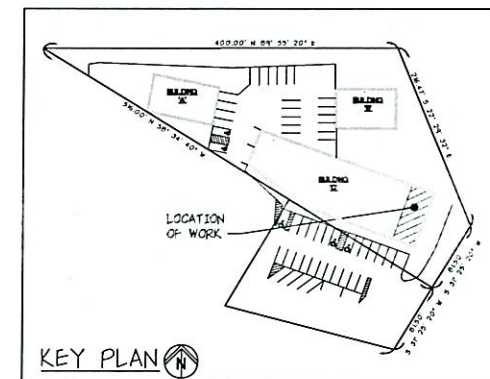
FRONT ELEVATION



SIDE ELEVATION



SITE PLAN



KEY PLAN

TASTE, LLC.
 1169 HWY 67
 FLORISSANT, MISSOURI

NOVAGROUP, INC.
 ARCHITECTS
 6372 HAWTHORN CL. Suite 102
 FLORISSANT, MO 63031
 (314) 731-9332

project no. 223065A
 drawn by CKP
 date 07/28/23
 revision 08/04/23

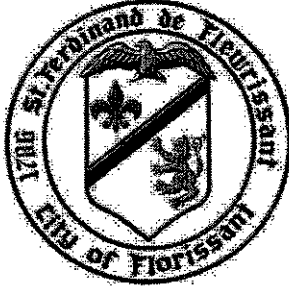
FLOOR PLAN
 & DETAILS

A-1

sheet 2 of 2

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**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 6 Zoning B-3'

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

SPECIAL PERMIT FOR Full Service Restaurant
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 1167-1171 N. Hwy 67 63031
Address of property.

1) Comes Now Tequila Clark (Taste LLC)
Enter name of petitioner. If a corporation, state as such. If applicable include DBA (Doing Business As)

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

Legal interest in the Property) Socha LLC - Vince Patel
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 _____ 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) (314) 766-1273
Tequila D. Clark Tequila Clark 1.Salesistahs@yahoo.com
 PRINT NAME SIGNATURE email and phone

FOR TASTE LLC
 (company, corporation, partnership)

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

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

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

PRESENTOR SIGNATURE Tequila D. Clark
 ADDRESS 2460 Center Ave Jennings, MO 63136
 STREET CITY STATE ZIP CODE
 TELEPHONE / EMAIL (314) 766-1273 1.Salesistahs@yahoo.com
 BUSINESS

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

Tequila Clark
 Signature of Petitioner authorizing an agent

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

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

REQUIRED INFORMATION

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

1) Type of Operation: Individual Partnership _____ Corporation _____

(a) If an individual:

- (1) Name and Address Tequila Clark
- (2) Telephone Number (314) 766-1273
- (3) Business Address 1167-1171 N. Hwy 67 63031
- (4) Date started in business 7/11/2023
- (5) Name in which business is operated if different from (1) TASTE LLC

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

(b) If a partnership:

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

(c) If a corporation:

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

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

Name Tequila D. Clark Taste LLC
Address 1167-1171 N. Highway 67 Florissant, MO 63031
Property Owner Socha LLC - Vince Patel
Location of property _____
Dimensions of property _____
Property is presently zoned _____ Requests Rezoning To _____
Proposed Use of Property _____
Type of Sign _____ Height _____
Type of Construction _____ Number Of Stories. 1
Square Footage of Building 3200 sqft 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.

PROVIDE LEGAL DESCRIPTION OF PROPERTY PERTAINING TO THIS PETITION

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

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

PROVIDE LOCATION MAP SHOWING AREA INVOLVING THIS PETITION

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

OFFICE USE ONLY

Date Application reviewed _____

STAFF REMARKS: _____

Building Commissioner or Staff Signature



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

LC014477457
Date Filed: 7/11/2023
John R. Ashcroft
Missouri Secretary of State

Articles of Organization

(Submit with filing fee of \$105.00)

1. The name of the limited liability company is

TASTE BY R&B 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:

Full-service restaurant providing southern cuisine.

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

<u>Tequila D Clark</u>	<u>1169 N Highway 67 St</u>	<u>Florissant, MO 63031-4701</u>
<i>Name</i>	<i>Street Address: May not use PO Box unless street address also provided</i>	<i>City/State/Zip</i>

4. The management of the limited liability company is vested in: managers 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))

<i>Name</i>	<i>Address</i>	<i>City/State/Zip</i>
<u>Clark, Tequila D</u>	<u>1169 N Highway 67 St</u>	<u>Florissant MO 63031-4701</u>

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:	<u>Bundles Of Love In Home Services Inc</u>
Address:	<u>Email: bundlesofloveinc@yahoo.com</u>
City, State, and Zip Code:	_____

8. Principal Office Address (OPTIONAL) of the limited liability company (PO Box may only be used in addition to a physical street address):

1169 N Highway 67 St

Florissant, MO 63031-4701

Address (PO Box may only be used in conjunction with a physical street address)

City/State/Zip

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

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

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

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

All organizers must sign:

Tequila D Clark

TEQUILA D CLARK

07/11/2023

Organizer Signature

Printed Name

Date of Signature

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

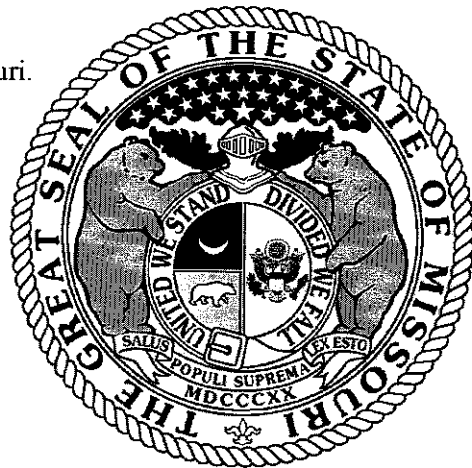
TASTE BY R&B LLC
LC014477457

filed its Articles of Organization with this office on the 11th day of July, 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 11th day of July, 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 11th day of July, 2023.


Secretary of State





Agenda Request Form

For Administration Use Only:

Meeting Date: 10/16/2023

Open

Closed

Report No. 73/2023

Date Submitted:

To: City Council

Title: Ordinance to authorize the Rezoning of 8333 N. Lindbergh for Tamara Properties from 'B-1' Local Shopping District to a 'B-3' Extensive Business District to allow for a Laundromat.

Prepared by: Administrator

Department: Public Works

Justification:

Please see attachments

Attachments:

1. Signed Motion
2. Application
3. Plans
4. ownership

INTRODUCED BY COUNCILMAN EAGAN
NOVEMBER 13, 2023

BILL NO. 9929

ORDINANCE NO.

ORDINANCE TO AUTHORIZE THE REZONING OF 8333 N. LINDBERGH FOR TAMARA PROPERTIES FROM 'B-1' LOCAL SHOPPING DISTRICT TO A 'B-3' EXTENSIVE BUSINESS DISTRICT TO ALLOW FOR A LAUNDROMAT.

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

WHEREAS, the Planning and Zoning Commission of the City of Florissant at their October 16, 2023 meeting, has recommended to the City Council that Ordinance No. 1625 be amended to change the classification of certain property identified as 8333 N. Lindbergh from B-1 “Local Shopping District” to B-3 Extensive Commercial District to allow for a laundromat; and

WHEREAS, due and lawful notice of public hearing no. 23-11-029 on said proposed zoning change to be held on Monday, November 13, 2023 at 7:00 P.M. by the Council of the City of Florissant was duly published; and

WHEREAS, said public hearing was duly and properly held by the Council of the City of Florissant at the time and place provided in said notice at which time said public hearing was concluded, and all comments, statements and suggestions made by those present and concerning the proposed change were heard and considered by the Council; and

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

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

Section 1: Ordinance No. 1625, as amended, is hereby further amended by changing the classification of the following described property and according to the survey attached from B-1 “Local Shopping District” to B-3 “Extensive Commercial District” to allow for a laundromat.

1169 N. Lindbergh

Section 2: Except for the change of classification of the property hereinabove described, Ordinance No. 1625, as amended, shall remain in full force and effect and shall apply in all of its terms and provisions to the property herein described according to the new classification thereof.

Section 3: This ordinance shall become in force and effect upon its passage and approval as provided by law.

Adopted this _____ day of _____, 2023.

Joseph Eagan
President of the Council

Approved this _____ day of _____, 2023.

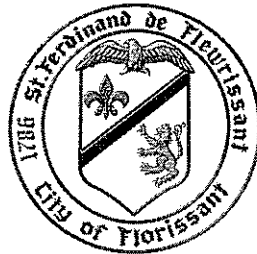
Mayor Timothy J. Lowery

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk

1

MEMORANDUM



CITY OF FLORISSANT

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

2

3

4

5

6

To: Planning and Zoning Commissioners Date: October 12, 2023

8

From: Todd Hughes, Director of Public Works cc: Applicant
Deputy City Clerk
File

10

11

12

Subject: 8333 North Lindbergh (Tamara Properties, LLC.) Request
Recommended approval of a Rezoning from a 'B-1' Local Shopping
District to a 'B-3' Extensive Business District.

13

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16

STAFF REPORT

CASE NUMBER PZ-101623-1

17

18

19

20

I. PROJECT DESCRIPTION:

This is a request for Recommended approval of a Rezoning from 'B-1' Local Shopping District to a 'B-3' Extensive Business District.

21

22

23

24

II. EXISTING SITE CONDITIONS:

The existing property at 8333 North Lindbergh has been vacant for several months following the closing of Napa Auto Parts. The petitioner requested the re-zoning of the property to allow other uses and move forward with a self service laundry facility.

25

26

27

28

The subject building on the property is approximately 5960 square feet. The building is one-story frame with some brick construction with 2 double wide driveways off Florland.

29

30

31

The parking on the property is 28 parking spaces. Parking is existing. Required parking for the proposed use is 40.

32

33

34

There is trash enclosure that is screened.

35

36

The existing landscape is to remain.

37

38

39

III. SURROUNDING PROPERTIES:

40 The properties to the West, are zoned 'R-4' Single Family Dwelling District. The
41 property to the North is zoned "R-6" multi family. The property across Florland Dr, is
42 zoned 'B-3' District.
43

44 **IV. STAFF ANALYSIS:**

45 Upon review, it would seem appropriate to re-zone the property to 'B-3' to match
46 properties along N Lindbergh, currently all zoned 'B-3' or 'B-5. The petitioner wishes to
47 open a Self Serve laundry facility which would be a permitted use.
48

49 **V. STAFF RECOMENDATIONS:**

- 50 The Commission is to weigh their recommendation against the following issues:
- 51 A. Re-zoning, if established as 'B-3', would allow any of the permitted uses in a 'B'-
52 3' available for this site.
 - 53 B. Side yard setback will continue to be non-conforming if re-zoned due to the 35
54 foot requirement toward the property adjacent to the North and West.
 - 55 C. Screening requirement would need to be met by existing privacy fences between
56 this property and adjacent properties.
57

58 Suggested Motion:

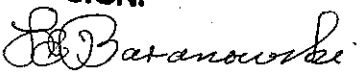
59 I move to recommend approval for the Re-zoning of 8333 North Lindbergh **from**
60 **an 'R-4' Single Family Dwelling District to a 'B-3' Extensive Business**
61 **District**, subject to the conditions set forth below with these conditions being part
62 of the record.
63
64

(End of report)

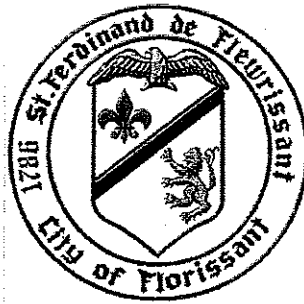
RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

SIGN.  DATE: 10-16-2023

SECRETARY

SIGN.  DATE: 10-16-2023
2

**RE-ZONING APPLICATION TO THE PLANNING AND ZONING
COMMISSION CITY OF FLORISSANT, MISSOURI**



PLANNING & ZONING ACTION:

Address of Property:

8333 N. Lindbergh

Council Ward 3 Zoning B1

Initial Date Petitioner Filed _____
(Building Commissioner complete)

PETITION FOR REZONING FROM A CURRENTLY ZONED B1 DISTRICT TO
A B3 ZONING DISTRICT IN COUNCIL WARD 3
Enter zoning classification request Enter current zoning district

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

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

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

If other than title, give date of contract _____ and expiration date of Contract _____

- A. The petitioner(s) hereby state that he (she) (they) is (are) hereby submitting a description of the entire parcel or tract of land owned by the holder of the fee simple title, giving bearing and distances.
- B. The petitioner (s) hereby states that he (she) (they) is (are) submitting a description of the property for which the Permit is petitioned, giving bearings & distances (metes and bounds). Not required if description is identical to "A".
- C. The petitioner (s) hereby states that he (she) (they) is (are) submitting a survey or plat of the property described in "A" above, drawn to scale of 100 feet or less to the inch, referenced to point easily located on the ground as street intersection, centerline of creek having a generally known name, etc., showing dimensions (bearings and distances) of property, north point and scale. If property is being described in "A" above, designate said property and show dimensions of same.

D. Acreage to nearest tenth of an acre of the property for which rezoning is petitioned . 56 acre

2. The petitioner(s) hereby further state(s) that the property herein described in this petition is presently zoned in a B1, Local Shopping District and is presently being used for Vacant
Enter current zoning district.
State current use of property, (or, state: vacant).

3. The petitioner(s) hereby state(s) that the following factors justify the rezoning of the property hereby described in this petition: (If more space is needed, separate sheets may be attached).

Upon looking at the zoning map this is the only property in a 3 mile stretch of Lindbergh zoned B1 - all other properties are zoned B3 or B5 so we'd like to update the zoning map which will allow us to move forward with making this property a parkomat
List factor's to justify the re-zoning.

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

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

PRINT PETITIONER'S NAME Lisa Becker Zuhaimed Alaid
Print Name

PETITIONER(S) SIGNATURE (S) [Signature]

FOR Tamara Properties, LLC
(company, corporation, partnership)

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

6. I (we) hereby certify that (indicate one of the following):
 I (we) have a legal interest in the herein above described property.
 I am (we are) the duly appointed agent(s) of the petitioner (s), and that all information given here is true and a statement of fact.
Petitioner may assign an agent to present petition to the Commission and Council. The agent must sign the petition in this section, and provide address and telephone number

SIGNATURE [Signature]

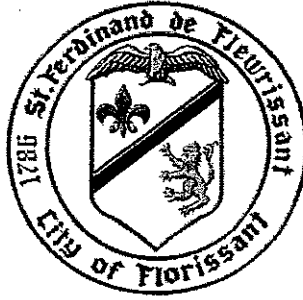
ADDRESS 501 Country Circle Dr. Lake St. Louis, MO 63367
STREET CITY STATE ZIP CODE

TELEPHONE NUMBER 636-679-0175
BUSINESS

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

[Signature]
Signature of Petitioner(s) or Authorized Agent

FLORISSANT PLANNING & ZONING COMMISSION APPLICATION



City Of Florissant – Public Works
314-839-7648

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

Please Print or Type The Following Information

Property Address: 8333 N. Lindbergh Florissant, MO 63031

Property Owners Name: Tamara Properties, LLC Phone #: 636-541-0424

Property Owners Address: 442 Shadowridge Ct Wildwood, MO 63031

Business Owners Name: Tamara Properties, LLC Phone #: 636-541-0424

Business Owners Address: 442 Shadowridge Ct Wildwood, MO 63031

DBA (Doing Business As) _____

Authorized Agents Name: Lisa Becker CO. Name: _____
(Authorized Agent to Appear Before The Commission)

Agents Address: 501 Country Circle Dr Lake St. Louis MO 63367 Phone #: 636-679-0175

Request We request a zoning change from B1, Local Shopping to B3, Extensive Commercial
State complete request (print or type only).

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

[Signature]
Applicant's Signature

10/10/23
Date

OFFICE USE ONLY

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

STAFF REMARKS: _____

COMMISSION ACTION TAKEN:

DATE APPLICATION REVIEWED: _____

SIGNATURE OF STAFF WHO REVIEWED APPLICATION

Section d Part 3 Response

Upon looking at the zoning map this is the only property in a three mile stretch of Lindbergh zoned B1. All other properties are zoned B3 or B5, so we would like to update the zoning map which will allow us to move forward in developing this property as a Laundromat. The footprint for this property is ideal for this type of business and would well serve the residents of Florissant.

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

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

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

(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: *See attached*

- (1) Names & addresses of all partners _____
- (2) Telephone numbers _____
- (3) Business address *442 Shadowridge Court Wildwood, MO 63011*
- (4) Name under which business is operated *Tamara Properties, LLC*
- (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. (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.

REZONING APPLICATION PARTNERSHIP INFORMATION:

Haytham Aydi

16639 Clayton Road

Wildwood, MO 63011

(636) 448-8441

Mohammed Al-Aidi

442 Shadowridge Court

Wildwood, MO 63011

(636) 541-0424

Gus Aydi

16705 Clayton Road

Wildwood, MO 63011

(636) 448-5141

STAFF CHECK LIST –PLAT REVIEW SHEET

ADDRESS OF PROPERTY _____ CURRENT ZONING _____

PROPERTY OWNER OF RECORD _____ PHONE NO. _____

AUTHORIZED AGENT _____ PHONE NO. _____

PROPOSAL _____

INFORMATION REQUIRED ON PLATS

A. Preliminary Plat. The preliminary plat shall show:

- 1. The location of present property, U.S. survey, section, township and range lines of incorporated areas.
- 2. The location and width of streets, alleys, lots, building and setback lines and easements.
- 3. Existing sanitary and storm sewers, water mains, culverts and other underground structures within the tract or immediately adjacent thereto. The location and size of the nearest water main and sewer or outlet are to be indicated upon the plat.
- 4. The title under which the proposed subdivision is to be recorded and the name of the subdivider platting the tract.
- 5. The names and adjoining boundaries of all adjoining subdivisions and the names of owners of adjoining parcels of unsubdivided land as shown on public records.
- 6. Existing contours with intervals of not more than five (5) feet referred to sea level datum.
- 7. North point, scale and date.
- 8. Location of parks and other public or semi-public area.
- 9. Statement of type of sanitary sewers or other sewage disposal facilities.

B. Final Plat. The final plat shall show:

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

Please provide a Plat with the following information requested:

1. The location of present property, U.S. survey, section, township and range lines of incorporated areas.
2. The proposed location and width of streets, alleys, lots, building and setback lines and easements.
3. Existing sanitary and storm sewers, water mains, culverts and other underground structures within the tract or immediately adjacent thereto. The location and size of the nearest water main and sewer or outlet are to be indicated upon the plat.
4. The title under which the proposed subdivision is to be recorded and the name of the petitioner platting the tract.
5. The names and adjoining boundaries of all adjoining subdivisions and the names of owners of adjoining parcels of un-subdivided land as shown on public records.
6. Existing contours with intervals of not more than five (5) feet referred to sea level datum.
7. North point, scale and date.
8. Location of parks and other public or semi-public area.
9. Statement of type of sanitary sewers or other sewage disposal facilities.

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

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

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, list full written legal description with bearings and distances.

PROVIDE LOCATION MAP SHOWING AREA INVOLVING THIS PETITION

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

The seal and signature should be in substantially the following form:

I, _____, Missouri Land Surveyor, do hereby certify that this plat is a correct representation of a survey made by me on the ____ day of _____, 20 ____, at the request of _____ for the purpose of subdividing said tract into lots as shown.

LAND
SURVEYOR'S
SEAL

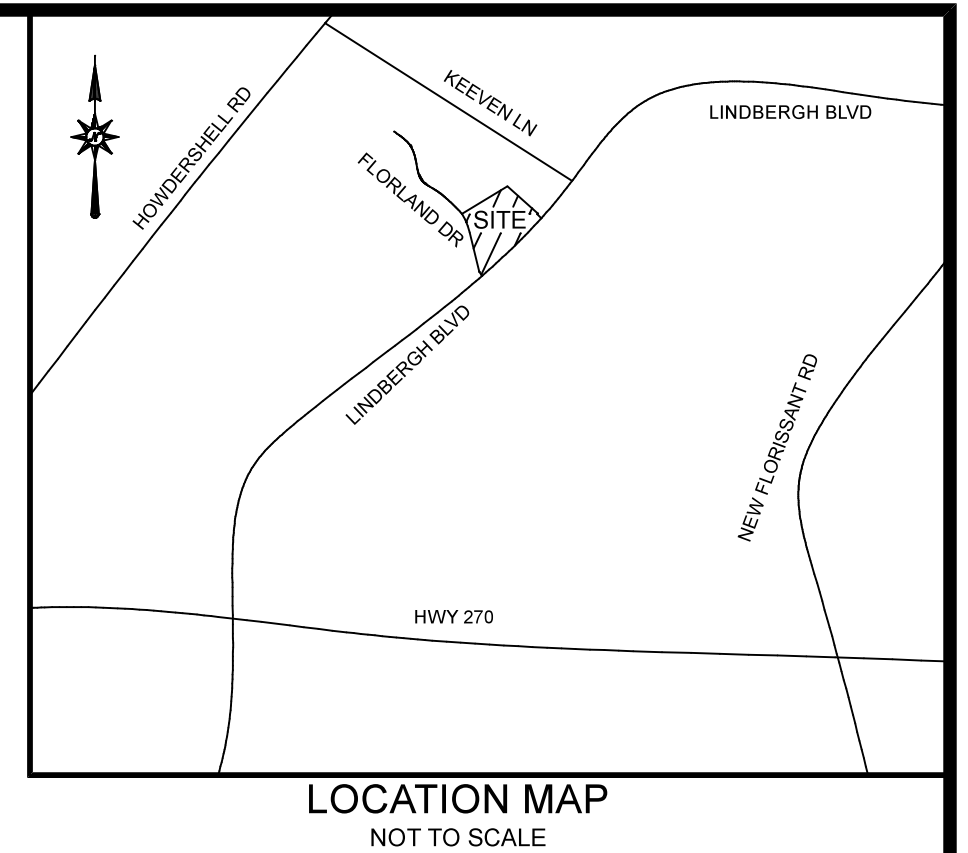
Surveyor's Name. L.S. Number

12. Private restrictions and trusteeships and their periods of existence. Should such restrictions and trusteeships be filed as a separate instrument, reference to such instrument shall be made on the plat. Plats shall contain proper acknowledgments of owners and holders of deeds of trust.

Staff recommendations for site development plans: _____

General Staff Comments: _____

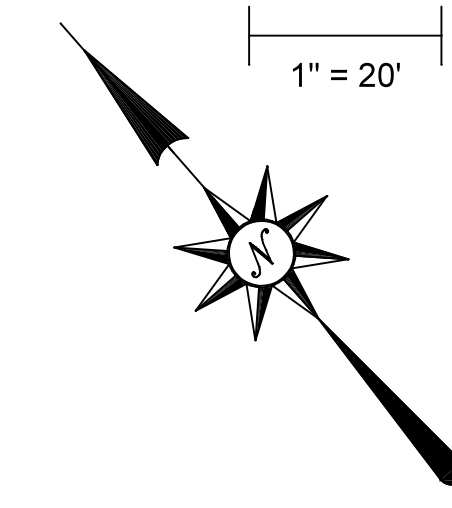
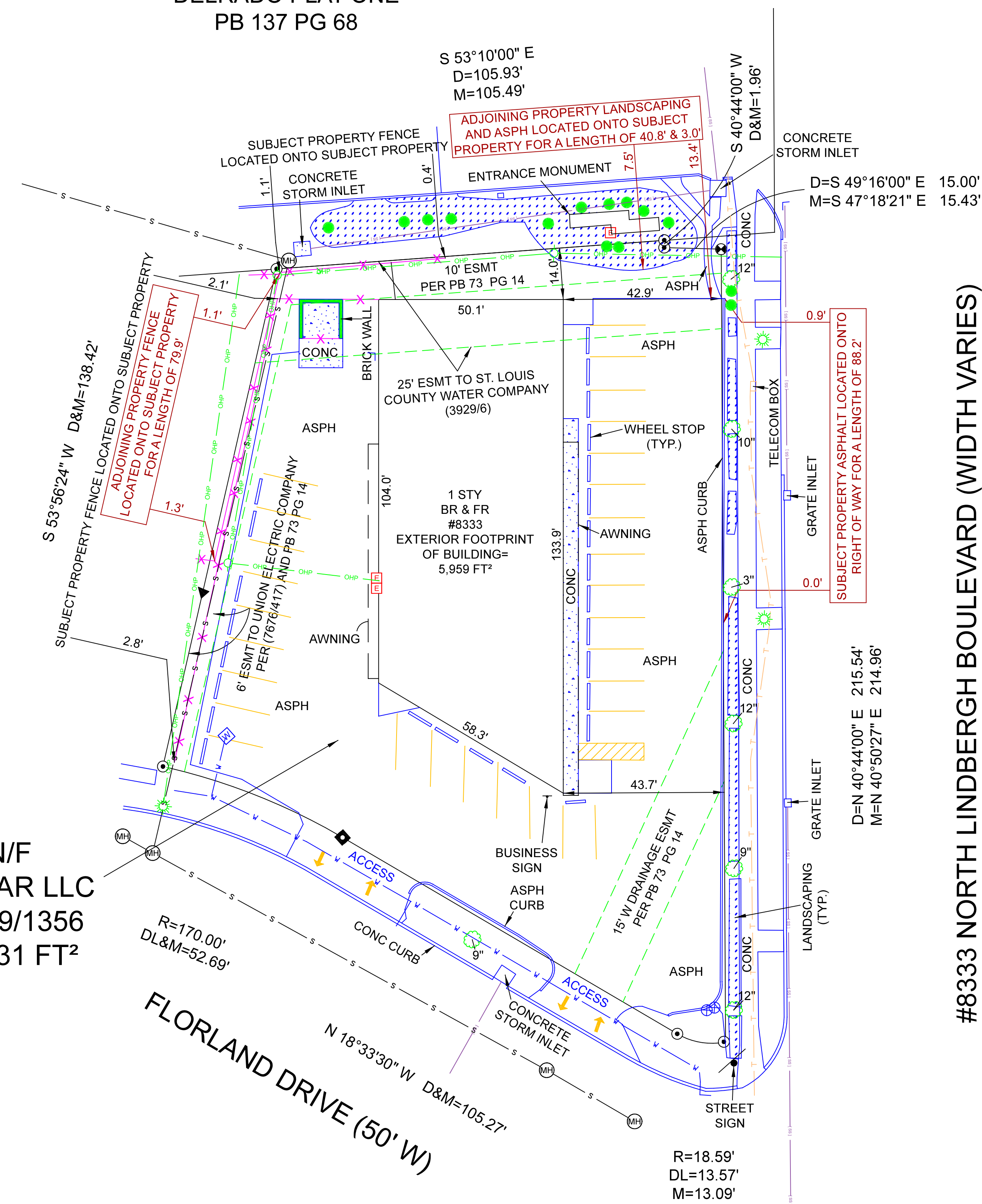
A TRACT OF LAND IN SURVEY 162 OF ST FERDINAND COMMON FIELDS DB 20509 PG 1356, ST LOUIS COUNTY, MISSOURI



DELRAO PLAT ONE
PB 137 PG 68

FLORLAND
PLAT NO. 1
PB 73 PG 14

N/F
BESTAR LLC
20509/1356
24,431 FT²



- X— FENCE
- ⊙ MANHOLE
- D DEEDED DISTANCE
- L PLATTED LENGTH
- P PLATTED DISTANCE
- M MEASURED DISTANCE
- ▲ SET POINT ON LINE
- SET COTTON SPINDLE
- FOUND REBAR
- ⊙ FOUND IRON PIPE
- FOUND RIGHT OF WAY MARKER
- UTILITY POLE
- ⊙ BOLLARD
- ⊙ MANHOLE
- ⊙ WATER VALVE
- ⊙ GAS VALVE
- ⊙ LIGHT POLE
- ⊙ FIRE HYDRANT
- ⊙ WATER METER
- ⊙ ELECTRIC METER
- ⊙ GAS METER
- ⊙ TELECOM BOX
- ⊙ DECIDUOUS TREE
- BUSH
- X— FENCE
- E— ELECTRIC LINE
- OH— OVERHEAD UTILITY
- W— UNDERGROUND WATER LINE
- G— UNDERGROUND GAS LINE
- S— SANITARY SEWER LINE
- T— TELECOMMUNICATION LINE
- [SS]— STORM SEWER LINE

TITLE DESCRIPTION:

A TRACT OF LAND IN SURVEY 162 OF ST. FERDINAND COMMON FIELDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 13 IN BLOCK 1 OF FLORLAND PLAT NO. 1, A SUBDIVISION AS RECORDED IN PLAT BOOK 73 PAGE 41 IN THE ST. LOUIS COUNTY, MISSOURI, RECORDER'S RECORDS; THENCE SOUTH 53 DEGREES 10 MINUTES 00 SECONDS EAST (ASSUMED BEARING) A DISTANCE OF 105.93 FEET; THENCE SOUTH 40 DEGREES 44 MINUTES 00 SECONDS WEST, PARALLEL WITH AND 50.00 FEET DISTANT FROM (AS MEASURED NORMALLY TO) THE CENTER LINE OF NORTH LINDBERGH BOULEVARD (ALSO KNOWN AS STATE HIGHWAY M. 140) A DISTANCE OF 1.96 FEET; THENCE SOUTH 49 DEGREES 16 MINUTES 00 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 40 DEGREES 44 MINUTES 00 SECONDS WEST, PARALLEL WITH AND 45.00 FEET DISTANT FROM SAID CENTER LINE OF NORTH LINDBERGH BOULEVARD (AS MEASURED NORMALLY TO) A DISTANCE OF 215.54 FEET TO THE BEGINNING OF A 18.59 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT HAVING A CHORD 13.27 FEET IN LENGTH BEARING NORTH 39 DEGREES 29 MINUTES 06 SECONDS WEST; THENCE NORTHWESTERLY ALONG SAID CURVE BEING ALSO THE EASTERLY RIGHT-OF-WAY LINE OF FLORLAND (50 FEET WIDE) DRIVE, AN ARC DISTANCE OF 13.57 FEET; THENCE NORTH 18 DEGREES 33 MINUTES 30 SECONDS WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 105.27 FEET TO THE BEGINNING OF A 170.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 52.69 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 13; THENCE NORTH 53 DEGREES 58 MINUTES 24 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 13, A DISTANCE OF 138.42 FEET TO THE POINT OF BEGINNING.

SURVEYORS NOTES:

1. BASIS OF BEARING ADOPTED FROM DEED BOOK 20509 PAGE 1356 OF THE ST LOUIS COUNTY RECORDS.
 2. UTILITY LINES AS SHOWN ON THIS DRAWING ARE THOSE LINES THAT WERE VISIBLY IDENTIFIED AT THE TIME OF FIELD WORK AND LOCATED PER MISSOURI ONE CALL TICKET NUMBER 232771084. ADDITIONAL LINES AND UTILITIES MAY BE LOCATED ON THE SUBJECT PROPERTY.
 3. PARKING SPACE: 28 REGULAR SPACES
0 HANDICAP SPACES
28 TOTAL SPACES
 4. NO BUILDING LINES ARE SHOWN GRAPHICALLY ON THE RECORD PLAT. SETBACK AND SIDEYARD REQUIREMENTS MAY EXIST ACCORDING TO CURRENT ORDINANCE AND ZONING STANDARDS AND ARE NOT SHOWN ON THIS DRAWING.
 5. NO RESEARCH PERTAINING TO EASEMENTS WAS COMPLETED BY CARDINAL SURVEYING & MAPPING AND THE PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS. ITEMS LOCATED INTO EASEMENT AREAS MAY OR MAY NOT BE AT RISK. SEEK LEGAL ADVICE IF YOU HAVE QUESTIONS. THE EASEMENTS SHOWN ON THIS DRAWING ARE THOSE THAT ARE SHOWN GRAPHICALLY ON THE RECORD PLAT AND THOSE LISTED IN THE TITLE COMMITMENT PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, REVISION #3 ON OCTOBER 6, 2022, COMMITMENT NO 16029ATG. PROPERTY SUBJECT TO FOLLOWING EXCEPTIONS PER TITLE COMMITMENT SCHEDULE B-II AS FOLLOWS:
- ITEMS 1 & 2 - STANDARD EXCEPTIONS
- ITEM 3 - ALL ASSESSMENTS AND TAXES FOR THE YEAR 2022 AND ALL SUBSEQUENT YEARS FOR THE COUNTY OF ST LOUIS AND THE CITY OF FLORISSANT
- ITEM 4 - INTENTIONALLY DELETED (BUILDING LINES, EASEMENTS, COVENANTS, RESTRICTIONS, AND SET BACKS WHICH ARE SHOWN ON THE PLAT RECORDED IN PLAT BOOK 73 PAGE 14. PROPERTY NOT IN SUB)
- ITEM 5 - EASEMENT TO THE METROPOLITAN ST LOUIS SEWER DISTRICT RECORDED IN BOOK 3904 PAGE 544. DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY.
- ITEM 6 - EASEMENT TO ST LOUIS COUNTY WATER COMPANY RECORDED IN BOOK 3929 PAGE 6. PLOTTED AND NOTED.
- ITEM 7 - EASEMENT TO STATE OF MISSOURI RECORDED IN BOOK 6217 PAGE 402. TEMPORARY CONSTRUCTION EASEMENT DATED 3/15/1967, ASSUMED EXPIRED.
- ITEM 8 - EASEMENT TO UNION ELECTRIC COMPANY RECORDED IN BOOK 7676 PAGE 417. PLOTTED AND NOTED.
- ITEMS 9 - 11 - STANDARD EXCEPTIONS

SURVEYORS CERTIFICATE

To: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, ALLIANCE TITLE GROUP, TAMARA PROPERTIES INC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 4, 7(a), 7(b)(1), 8, 9, 11(a), 11(b), & 13 OF TABLE A THEREOF. FIELDWORK WAS PERFORMED ON OCT 6, 2023. THIS SURVEY WAS EXECUTED IN COMPLIANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS (20 CSR 2030-16) OF THE MISSOURI CODE OF STATE REGULATIONS. THIS SURVEY MEETS THE ACCURACY STANDARDS SET FORTH FOR AN URBAN PROPERTY.

DATE OF PLAT OR MAP: 10/9/2023
William Jacob Clark DATE: 10/9/2023

WILLIAM JACOB CLARK PLS 2002014101
STATE OF MISSOURI

CARDINAL SURVEYING AND MAPPING INCORPORATED
CORPORATE #2005000229

REVISIONS: NONE	

PO BOX 278 COTTLEVILLE, MO 63338
 636.922.1001 OFFICE 636.922.1002 FAX
 WWW.CARDINALSURVEYING.COM
 INBOX@CARDINALSURVEYING.COM
 DRAWN BY: TAO,ARS,VAS CHECKED BY: WJC
 FIELDWORK BY: PND/JAC/MBM
 JOB #2310058 FB 726:18
 8333 N LINDBERGH BLVD, FLORISSANT, MO 63031



2022112300015

CERTIFIED-FILED FOR RECORD

11/23/2022 7:01:38AM

GERALD E. SMITH
RECORDER OF DEEDS
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 28
RECORDING FEE: \$102.00

THIS DOCUMENT WAS ERECORDED

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 S. CENTRAL AVE., CLAYTON, MO 63105-1799

Type of Instrument: DEED OF TRUST
Grantor: TAMARA PROPERTIES LLC
Grantee: CADENCE BANK

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES of the GRANTOR and GRANTEE** as well as the **DESCRIPTION of the REAL PROPERTY** affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the **ATTACHED DOCUMENT governs**. Only the **DOCUMENT NUMBER**, the **DATE** and **TIME** of filing for record of the recorded Document is taken from this **CERTIFICATION SHEET**.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

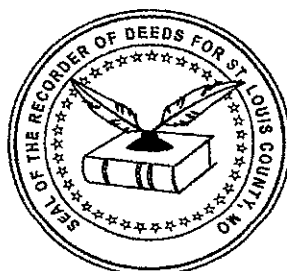
STATE OF MISSOURI)
 SS.
COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 28 pages, (this page inclusive), was filed for record in my office on the 23 day of November 2022 at 7:01 am and is truly recorded as the document number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

JDK

Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

Form 201

Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
 For-Profit Corporation**

**Filed in the Office of the
 Secretary of State of Texas
 Filing #: 804355125 12/18/2021
 Document #: 1103773200002
 Image Generated Electronically
 for Web Filing**

Article 1 - Entity Name and Type

The filing entity being formed is a for-profit corporation. The name of the entity is:

Camino ML Two Corporation

The name must contain the word "corporation," "company," "incorporated," "limited," or an abbreviation of one of these terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

LegalCorp Solutions, LLC

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

3 Greenway Plaza #1320 Houston TX 77046

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Directors

The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are set forth below:

Director 1: **Khalid Ramadan**

Address: **18018 Overlook Loop #106 San Antonio TX, USA 78259**

Article 4 - Authorized Shares

The total number of shares the corporation is authorized to issue and the par value of each of such shares, or a statement that such shares are without par value, is set forth below.

Number of Shares	Par Value (must choose and complete either A or B)	Class	Series
10,000	<input checked="" type="checkbox"/> A. has a par value of \$0.001 <input type="checkbox"/> B. without par value.	Common	

If the shares are to be divided into classes, you must set forth the designation of each class, the number of shares of each class, and the par value (or statement of no par value), of each class. If shares of a class are to be issued in series, you must provide the designation of each series. The preferences, limitations, and relative rights of each class or series must be stated in space provided for supplemental information.

Article 5 - Purpose

The purpose for which the corporation is organized is for the transaction of any and all lawful business for which corporations may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer is set forth below.

Sonia Becerra 1000 N. West St. Suite 1200, Wilmington, DE 19801

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Sonia Becerra

Signature of organizer

FILING OFFICE COPY



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Comptroller.Texas.Gov

January 14, 2022

CAMINO ML TWO CORPORATION
3 GREENWAY PLZ STE 1320
HOUSTON TX 77046-0305

Taxpayer number	32082351365
File number	0804355125
WebFile number	FQ607428

Dear Taxpayer:

Congratulations on registering your business with the Texas Secretary of State. In addition to being the state's chief financial officer and tax collector, I am a strong advocate for growth in our economy, and my office plays an important role in ensuring businesses like yours continue to thrive in the state of Texas. Part of that responsibility is to be a resource when your business needs assistance.

Customer service is my top priority, and my staff is ready to help you with questions related to your business' state tax responsibilities. The agency website, www.comptroller.texas.gov, contains a wealth of resources about the various taxes we administer. There you can find publications, answers to frequently asked questions, tax rules, electronic reporting options and more. In the right hand corner of each page, there is a link to "contact us," where you will find information on how to reach us if you do not find your answer online.

The Secretary of State notified us that your company was recently registered with their office. The company you registered is subject to the franchise tax, which my office administers. Accordingly, we have created a franchise tax account based on the information you provided at the time of registration.

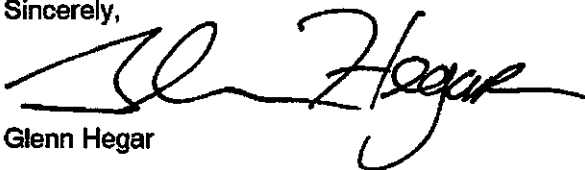
Please review and update your account information at your earliest convenience. Most important is to ensure the address we have on file is the address where your company wants to receive tax mailings from us.

To view and correct your account information, go to www.comptroller.texas.gov/taxes/file-pay/. If you have not used WebFile before, you will register as a new user, and there is a video to assist you with that process. When you are ready to get started, select the Franchise Tax Accountability Questionnaire under Other Electronic Reporting Tools. Select "continue to log in" at the bottom of the page to sign in. You will need the WebFile number located at the top of this letter.

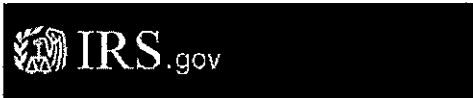
The company's first franchise tax report is due on 05/16/2022 . We will send you a reminder letter with filing instructions well before the due date. You can contact our office for assistance at 1-800-252-1381.

I appreciate the work you do and the contributions you make to Texas. I wish you the best of luck in all your business endeavors.

Sincerely,



Glenn Hegar



EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ **5. EIN Confirmation**

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **87-4270336**

Legal Name: **CAMINO ML TWO CORPORATION**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)

Help Topics

[? Can the EIN be used before the confirmation letter is received?](#)



Agenda Request Form

For Administration Use Only:

Meeting Date: 10/16/2023

Open Closed

Report No. 77/2023

Date Submitted:

To: City Council

Title: Ordinance to authorize a Special Use Permit for Tea N Tea located at 8192 N Lindbergh to allow for the operation of a carry-out restaurant.

Prepared by: Administrator

Department: Public Works

Justification:

Please see attachments

Attachments:

1. Signed Motion
2. Application
3. Plans

INTRODUCED BY COUNCILMAN EAGAN
NOVEMBER 13, 2023

BILL NO. 9930

ORDINANCE NO.

**ORDINANCE TO AUTHORIZE A SPECIAL USE PERMIT FOR TEA N TEA
LOCATED AT 8192 N LINDBERGH TO ALLOW FOR THE OPERATION OF
A CARRY-OUT RESTAURANT.**

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 carry-out restaurant in the City of Florissant; and

WHEREAS, an application has been filed by Tea N Tea, LLC to allow for the operation of carry-out restaurant located at 8192 N. Lindbergh, and

WHEREAS, the Planning and Zoning Commission at their meeting on October 16, 2023 recommended that a Special Permit be granted; and

WHEREAS, due notice of public hearing no. 23-11-030 on said application to be held on the 13th day of November, 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 carry-out restaurant 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 Tea N Tea LLC to allow for the operation of a carry-out restaurant located 8192 N. Lindbergh per the plans attached hereto.

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 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

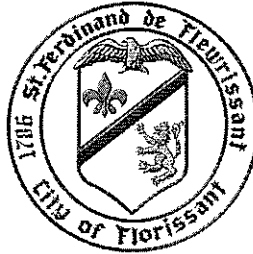
ATTEST: _

Karen Goodwin, MPPA/MMC/MRCC

City Clerk

1

MEMORANDUM



CITY OF FLORISSANT

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

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3

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6

To: Planning and Zoning Commissioners Date: October 12, 2023

8

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

10

11

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Subject: Request approval of a Special Use Permit for the for the operation of a restaurant, at **8192 N Lindbergh (Tea N Tea)** in a 'B-5' Zoning District.

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STAFF REPORT

CASE NUMBER PZ-101623-2

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22

I. PROJECT DESCRIPTION:

This is a request for approval of a special use permit to allow for the operation of a restaurant, at **8192 N Lindbergh (Tea N Tea)** in a 'B-5' Zoning District.

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II. EXISTING SITE CONDITIONS:

The existing property at 8192 N Lindbergh has been vacant. The site is a tenant space within Florissant Marketplace Shopping Center and has multiple tenants. The site is predominantly paved except for a grassy area along N. Highway 67.

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The front facing (West) wall of the building is aluminum and glass storefront with stucco plaster, painted. The tenants are allowed signage areas on the building fascia.

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33

There are ample parking spaces in front of this tenant space with off street parking in front.

34

35

36

37

III. SURROUNDING PROPERTIES:

38

39 The property to the East is a R-4 District, it is also bounded by Lindbergh to the West and
40 the property to the south is a B-5 District and M-1 district. The property across
41 Lindbergh are also B-5 properties.

42
43

44 **IV. STAFF ANALYSIS:**

45 The application is accompanied by a plan. There are no tables shown in the customer
46 lobby.

47

48 The current zoning allows for a restaurant if a Special Use is granted by City Council and
49 since the current special use has expired, a new Special Use is required.

50

51 **VI. STAFF RECOMMENDATIONS:**

52 If the Special Use Permit is approved, staff recommends that the applicant submit plans
53 compliant with the 2021 International Existing Building Code and obtain the necessary
54 permits for remodeling and signage.

55

56 **Suggested Motion 8192 N Lindbergh**

57

58 I move to recommend approval for a Special Use Permit to allow for a restaurant,
59 subject to the conditions set forth below with these conditions being part of the
60 record.

61

Carryout only

62

1. The uses permitted shall be limited to a Restaurant.

63

64

65

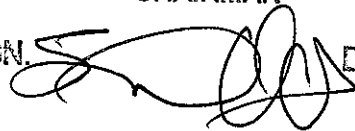
66

(end report and suggested motion)

67

RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

SIGN.



DATE:

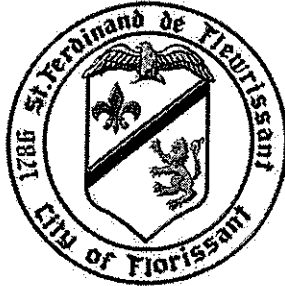
10-16-2023

SECRETARY

SIGN.

DATE:

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

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

LOCATION 8192 N. Lindbergh Blvd. Florissant, MO
Address of property.

1) Comes Now Tea N Tea LLC, DBA Tea N Tea
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) Gregg Williams, of Trident Pacific Real Estate Group, Inc.
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 selling boba tea, coffee 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)

Brian Luo  teaatea331@gmail.com
PRINT NAME SIGNATURE email and phone

FOR Tea N Tea LLC
(company, corporation, partnership)

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

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

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

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

PRESENTOR SIGNATURE _____

ADDRESS _____
STREET CITY STATE ZIP CODE

TELEPHONE / EMAIL _____
BUSINESS

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

Signature of Petitioner authorizing an agent

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

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

REQUIRED INFORMATION

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

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

(a) If an individual:

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

(b) If a partnership:

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

(c) If a corporation:

- (1) Names & addresses of all partners Brian Guo, 11441 Pineview Crossing Drive, Maryland Heights, MO, 63043.
 Sherry Wang, same above
- (2) Telephone numbers 3145830766, 3148032294, 7075929829
- (3) Business address 8192 N Lindbergh, Florissant, MO, 63031
- (4) State of Incorporation & a photocopy of incorporation papers MO
- (5) Date of Incorporation 6/22/2023
- (6) Missouri Corporate Number LC014623252
- (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 Tea N Tea
- (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 Tea N Tea

Address _____

Property Owner Gregg Williams

Location of property 8192 N Lindbergh, Florissant, MO 63031

Dimensions of property _____

Property is presently zoned _____ Requests Rezoning To _____

Proposed Use of Property _____

Type of Sign _____ Height _____

Type of Construction _____ Number Of Stories _____

Square Footage of Building 1,400 sf Number of Curb Cuts _____

Number of Parking Spaces _____ Sidewalk Length _____

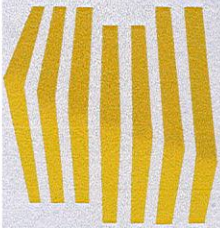
Landscaping: No. of Trees _____ Diameter _____

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.



FLORISSANT MARKETPLACE

MARKET AERIAL

JOE LODES
314.818.1564 (OFFICE)
314.852.8234 (MOBILE)
Joe@LocationCRE.com

SCOTT BITNEY
314.818.1550 (DIRECT)
314.276.4673 (MOBILE)
Scott@LocationCRE.com

ALEX APTER
314.818.1562 (OFFICE)
314.488.5900 (MOBILE)
Alex@LocationCRE.com



LOCATION.

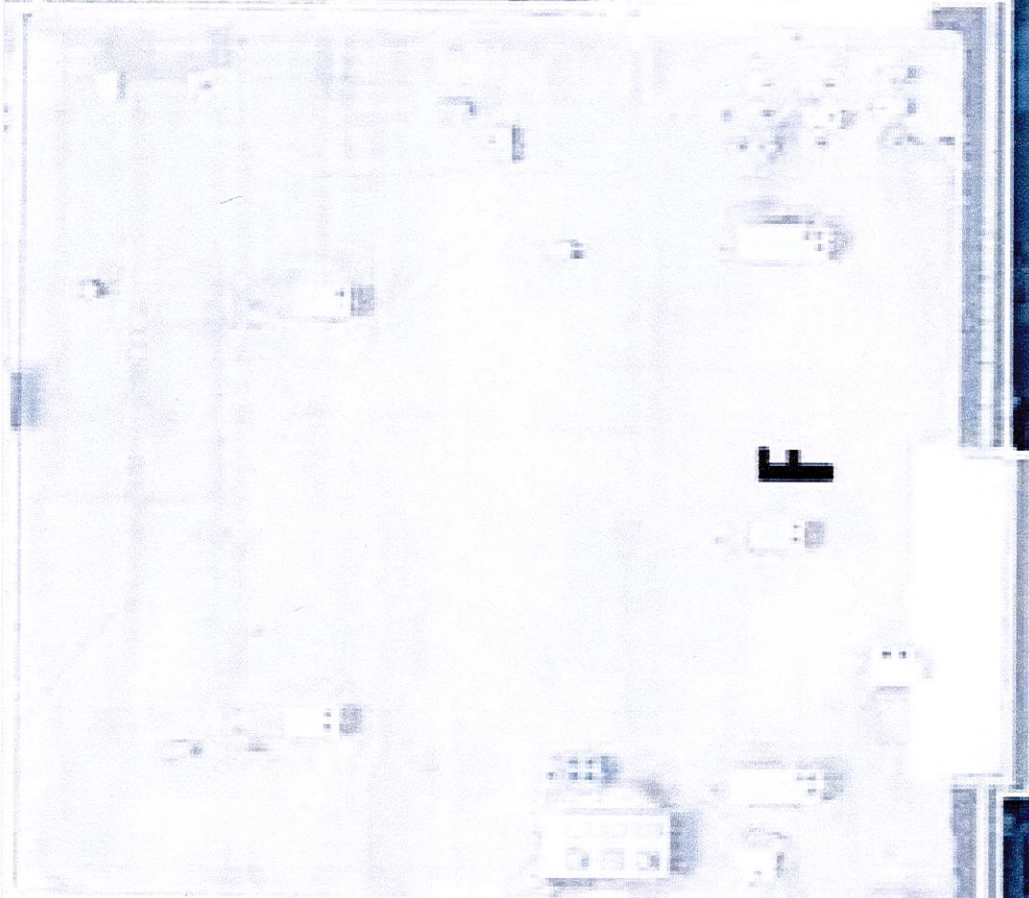
commercial real estate



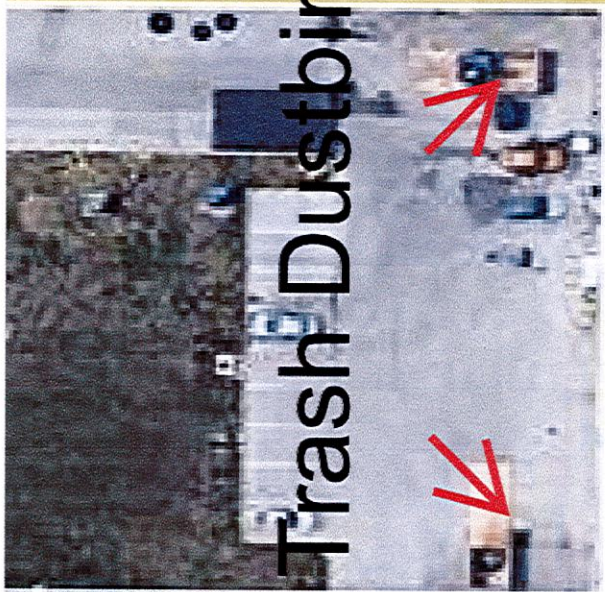
RESOURCES
MEMBER

WWW.LOCATIONCRE.COM

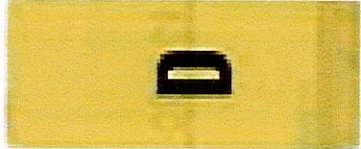
THE INFORMATION IN THIS FLYER HAS BEEN OBTAINED FROM SOURCES BELIEVED RELIABLE. WHILE WE DO NOT DOUBT ITS ACCURACY, WE HAVE NOT VERIFIED IT AND MAKE NO GUARANTEE ABOUT THE RESPONSIBILITY TO INDEPENDENTLY CONFIRM ITS ACCURACY AND COMPLETENESS. ANY PROJECTIONS, OPINIONS, ASSUMPTIONS OR ESTIMATES USED ARE FOR EXAMPLE ONLY AND DO NOT REPRESENT THE FUTURE PERFORMANCE OF THE PROPERTY. THE VALUE OF THIS TRANSACTION TO YOU DEPENDS ON TAX AND OTHER FACTORS WHICH SHOULD BE EVALUATED BY YOUR TAX, FINANCIAL AND LEGAL ADVISORS.



F



Trash Dustbin

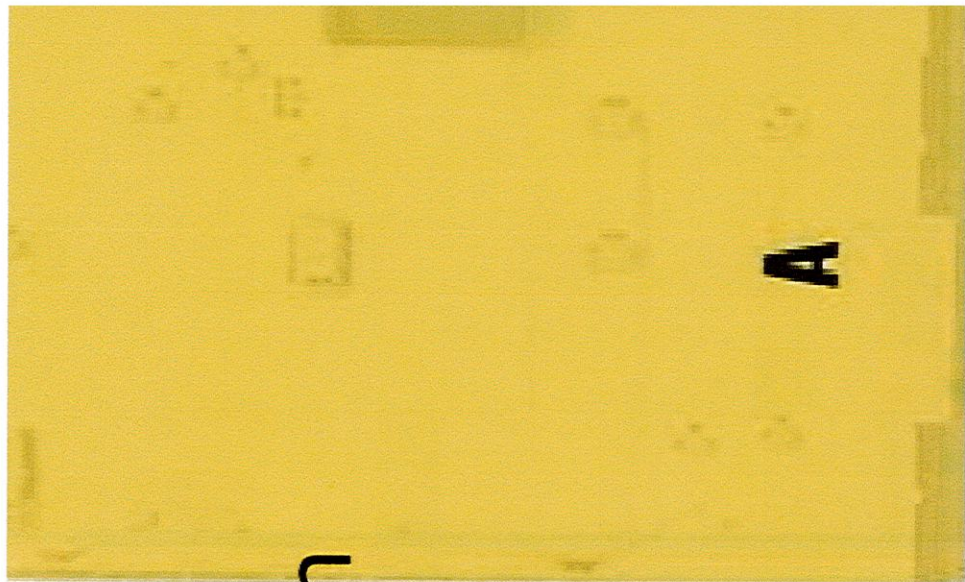


E

D

C

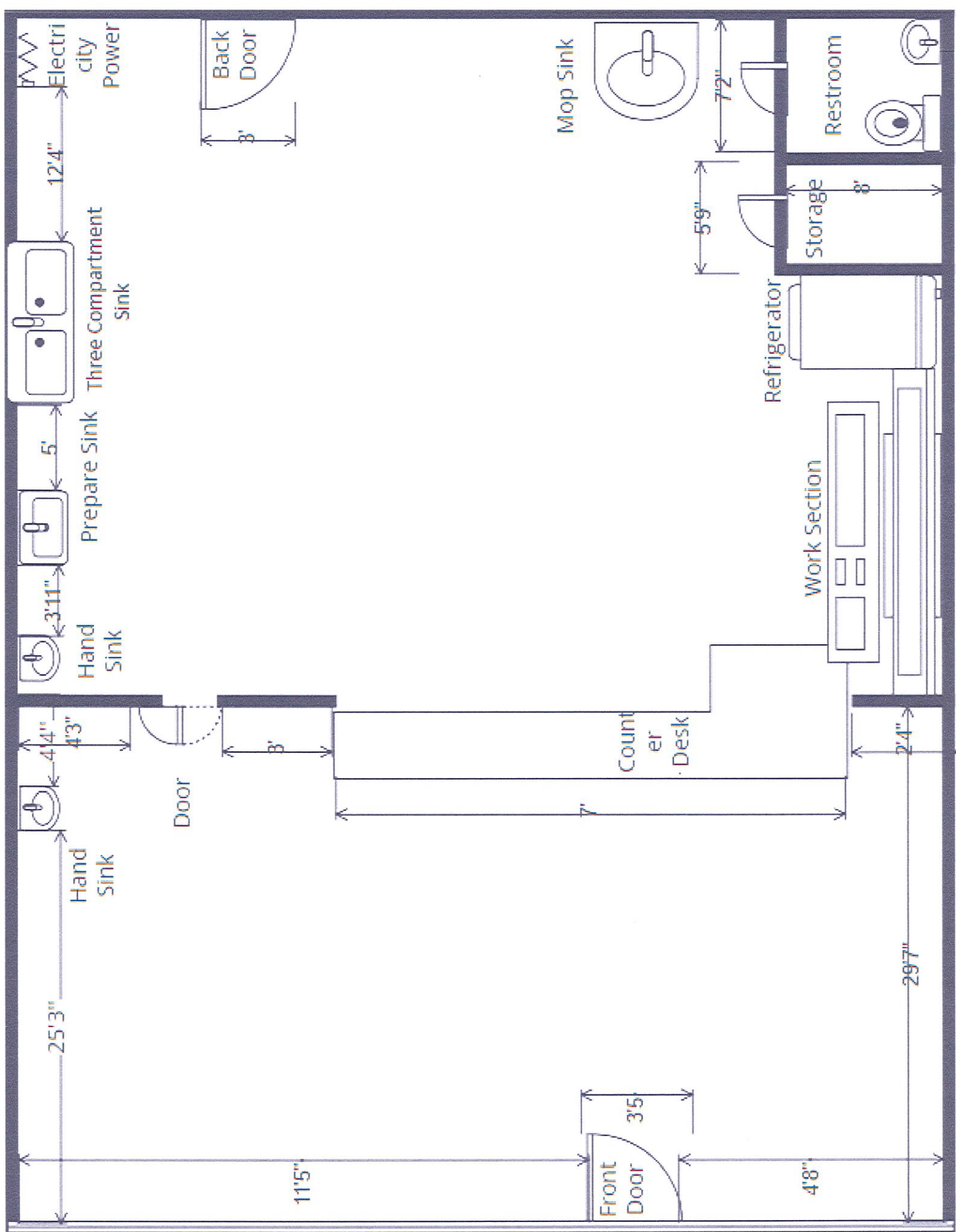
B



A



Parking Spot



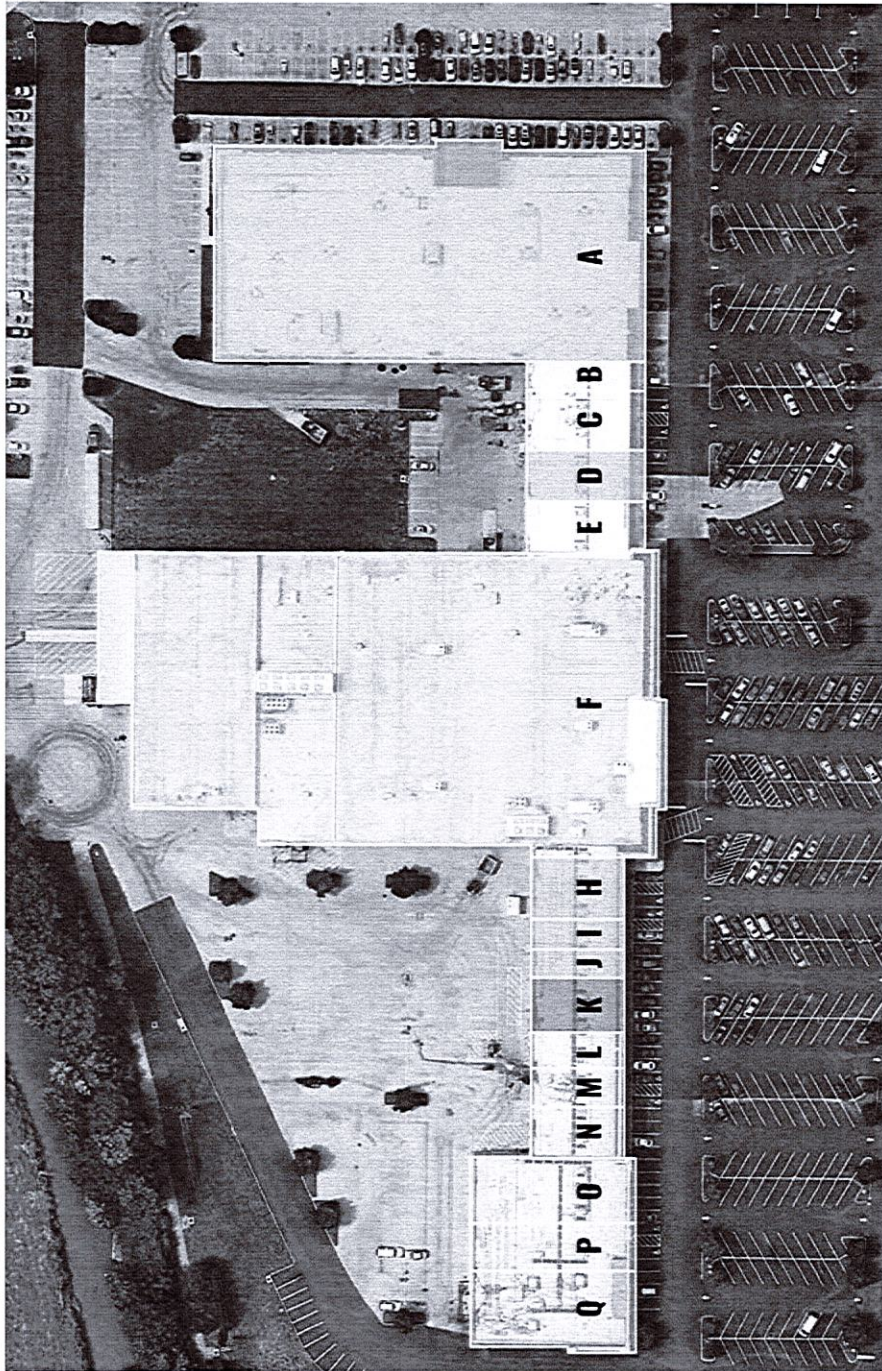
FLORISSANT MARKETPLACE

SITE PLAN

JOE LODES
 314.818.1564 (OFFICE)
 314.852.8234 (MOBILE)
 Joe@LocationCRE.com

SCOTT BITNEY
 314.818.1550 (DIRECT)
 314.276.4673 (MOBILE)
 Scott@LocationCRE.com

ALEX APTER
 314.818.1562 (OFFICE)
 314.488.5900 (MOBILE)
 Alex@LocationCRE.com



- 1,400 SF (FORMER PAPA MURPHY'S) & 1,200-6,000 SF SMALL SHOP SPACE AVAILABLE
- 39,900 SF FORMER GOLD'S GYM AVAILABLE FOR LEASE
- STRONG SCHNUCK'S ANCHORED COMMUNITY CENTER
- OVER 47,000 VPD ON HEAVILY TRAVELED LINDBERGH BLVD
- EXCELLENT VISIBILITY TO LINDBERGH BLVD
- CALL BROKER FOR PRICING

FLORISSANT MARKETPLACE

TENANT ROSTER

A	8182	AVAILABLE	39,900
B	8184	SUPPLEMENT SUPERSTORE	1,400
C	8186	QUEST	2,800
D	8192	DIAGNOSTICS AVAILABLE	1,400
		(FORMER PAPA MURPHY'S)	
E	8194	AAA TRAVEL	4,125
F	8200	SCHNUCKS	70,262
H	8206	AVAILABLE	3,600
I	8212	AVAILABLE	1,200
J	8214	AVAILABLE	1,200
		(FORMER HAIR SALON)	
K	8218	LEASE PENDING	2,400
L	8220	67 NAILS	1,200
M	8222	WINGSTOP	1,650
N	8226	AT&T	1,866
O	8230	PET SUPPLIES PLUS	5,000
P	8232	PET SUPPLIES PLUS	2,500
Q	8234	BANDANA'S BBQ	5,500

360 VIRTUAL TOURS AVAILABLE SUITES



SUITE 8192

SUITE 8212

SUITE 8214

GOLD'S GYM



RESOURCES
MEMBER

WWW.LocationCRE.CO

LOCATION.
commercial real estate

THE INFORMATION IN THIS FLYER HAS BEEN OBTAINED FROM SOURCES BELIEVED RELIABLE. WHILE WE DO NOT DOUBT ITS ACCURACY, WE HAVE NOT VERIFIED IT AND MAKE NO GUARANTEE ABOUT IT. IT IS YOUR RESPONSIBILITY TO INDEPENDENTLY CONFIRM ITS ACCURACY AND COMPLETENESS. ANY PROJECTIONS, OPINIONS, ASSUMPTIONS OR ESTIMATES USED ARE FOR EXAMPLE ONLY AND DO NOT REPRESENT THE CURRENT FUTURE PERFORMANCE OF THE PROPERTY. THE VALUE OF THIS TRANSACTION TO YOU DEPENDS ON TAX AND OTHER FACTORS WHICH SHOULD BE EVALUATED BY YOUR TAX, FINANCIAL AND LEGAL ADVISORS. YOU A



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

LC014473252
Date Filed: 6/22/2023
John R. Ashcroft
Missouri Secretary of State

Articles of Organization

(Submit with filing fee of \$105.00)

1. The name of the limited liability company is

TEA N TEA 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:

boba tea shop

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

<u>Brian Guo</u>	<u>11441 Pineview Crossing Dr</u>	<u>Maryland Heights, MO 63043-5103</u>
<i>Name</i>	<i>Street Address: May not use PO Box unless street address also provided</i>	<i>City/State/Zip</i>

4. The management of the limited liability company is vested in: managers 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))

<i>Name</i>	<i>Address</i>	<i>City/State/Zip</i>
<u>Guo, Brian</u>	<u>11441 Pineview Crossing Dr</u>	<u>Maryland Heights MO 63043-5103</u>
<u>Xiong, Letian</u>	<u>7550 Mandy Dr</u>	<u>Sacramento CA 95823- 3500</u>

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: <u>Brian Guo</u>
Address: <u>Email: TeaNTea331@gmail.com</u>
City, State, and Zip Code: _____

8. Principal Office Address (OPTIONAL) of the limited liability company (PO Box may only be used in addition to a physical street address):

11441 Pineview Crossing Dr

Maryland Heights, MO 63043-5103

Address (PO Box may only be used in conjunction with a physical street address)

City/State/Zip

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

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

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

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

All organizers must sign:

Brian Guo

BRIAN GUO

06/22/2023

Organizer Signature

Printed Name

Date of Signature

Letian Xiong

LETIAN XIONG

06/22/2023

Organizer Signature

Printed Name

Date of Signature

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

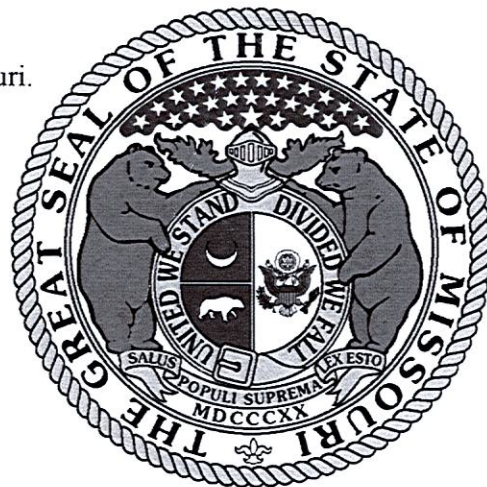
TEA N TEA LLC
LC014473252

filed its Articles of Organization with this office on the 22nd day of June, 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 22nd day of June, 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 22nd day of June, 2023.


Secretary of State





Agenda Request Form

For Administration Use Only:

Meeting Date: 11/13/2023

Open Closed

Report No. 75/2023

Date Submitted:**To:** City Council**Title:** Ordinance amending ordinance no. 8843 establishing a new compensation plan for seasonal employees of the City of Florissant and containing an effective date clause.**Prepared by:** Mrs. Human Resources Director Sonya Brooks-White**Department:** Human Resources**Justification:**

The request is to make a small adjustment and amend the Seasonal compensation plan to add an Assistant Rink Manager position. With this addition, the Rink Manager will move up a grade. This ordinance shall become effective as of January 2, 2024.

Attachments:

1. 2024 Proposed Seasonal Scale

INTRODUCED BY COUNCILMAN EAGAN
 NOVEMBER 13, 2023

BILL NO. 9931

ORDINANCE NO.

ORDINANCE AMENDING ORDINANCE NO. 8843 ESTABLISHING A NEW COMPENSATION PLAN FOR SEASONAL EMPLOYEES OF THE CITY OF FLORISSANT AND CONTAINING AN EFFECTIVE DATE CLAUSE.

WHEREAS the City Council feels it is in the best interest of the city to make a small adjustment to the scale and amend the Seasonal compensation plan to add an Assistant Rink Manager position moving the Rink Manager up a grade; and

WHEREAS the change will become effective on January 2nd, 2024.

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

Section 1: Ordinance no. 8843 is hereby amended by deleting the schedule entirely and replacing it with the following:

**Seasonal Scale Proposed 2024
 Effective 01/02/2024**

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Sports Official	S11	\$20.00	\$20.40	\$20.81	\$21.22	\$21.65
Pool Manager - Outdoor Camp Director Rink Manager						
Engineering Intern	S10	\$18.00	\$18.36	\$18.73	\$19.10	\$19.48
Assistant Rink Manager Assistant Pool Manager	S9	\$16.50	\$16.83	\$17.17	\$17.51	\$17.86
Headguard	S8	\$16.25	\$16.58	\$16.91	\$17.24	\$17.59
Laborer - Street, Health, Parks,	S7	\$16.00	\$16.32	\$16.65	\$16.98	\$17.32
Golf Food & Beverage Manager Golf Pro Shop Manager	S6	\$15.75	\$16.07	\$16.39	\$16.71	\$17.05
Asst. Camp Director Admission/Concession Manager Volunteer	S5	\$15.50	\$15.81	\$16.13	\$16.45	\$16.78
Lifeguard	S4	\$15.25	\$15.56	\$15.87	\$16.18	\$16.51
Camp Counselor	S3	\$14.50	\$14.79	\$15.09	\$15.39	\$15.70
Golf Pro-Shop Attendant	S2	\$14.25	\$14.54	\$14.83	\$15.12	\$15.42

Rink Guard						
Cashier						
Concession Cashier						
Golf Beverage Cart Attendant						
Golf Cart Attendant						
Golf Food & Beverage Attendant	S1	\$14.00	\$14.28	\$14.57	\$14.86	\$15.15

Section 2: This ordinance shall become in force and effect on January 2nd, 2034.

Adopted this ____ day of _____, 2023.

Joseph Eagan, Council President

Approved this ____ day of _____, 2023.

Timothy J. Lowery, Mayor

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk



Agenda Request Form

For Administration Use Only:

Meeting Date: 11/13/2023

Open

Closed

Report No. 76/2023

Date Submitted:

To: City Council

Title: Ordinance authorizing a transfer of Special Use Permit No. 8244 from Leo Liu d/b/a Lucky House to Dao Tien Express LLC for the operation of a restaurant located at 728 South New Florissant.

Prepared by: Administrator

Department: City Clerk

Justification:

Please see the attached applicaiton

Attachments:

1. SPU Xfer App
2. SPU Xfer Ordinances

INTRODUCED BY COUNCILWOMAN PAGANO
NOVEMBER 13, 2023

BILL NO. 9932

ORDINANCE NO.

ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE PERMIT NO. 8244 FROM LEO LIU D/B/A LUCKY HOUSE TO DAO TIEN EXPRESS LLC FOR THE OPERATION OF A RESTAURANT LOCATED AT 728 SOUTH NEW FLORISSANT.

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

WHEREAS Bo Jiang d/b/a Lucky House was issued Special Use Permit no. 7036 for the operation of a restaurant located at 728 S. New Florissant Road; and

WHEREAS Special Use Permit no. 7036 was transferred to Alexander Wong by ordinance no. 7377; and

WHEREAS Special Use transfer ordinance no. 7377 was subsequently transferred to Leo Liu by ordinance no. 8244;

WHEREAS Dao Tien Express LLC has filed an application to transfer Special use Permit no. 8244 authorizing the location and operation of a restaurant located at 728 S. New Florissant Road to its name; and

WHEREAS, the City Council of the City of Florissant determined at its meeting on November 13, 2023 that the business would be operated in substantially identical fashion as set out herein; and

WHEREAS, Dao Tien Express LLC has accepted the terms and conditions as they apply to a special use permit for a restaurant and any terms required in the original and any transfer ordinances.

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

Section 1: Special Use Permit no. 8244 is hereby transferred from Leo Liu d/b/a Lucky House to Dao Tien Express LLC for the operation of a restaurant located at 728 South New Florissant..

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, Council President

Approved this ____ day of _____, 2023.

Mayor Timothy J. Lowery

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk

TRANSFER OF SPECIAL PERMIT

AUTHORIZED BY ORDINANCE NUMBER (S) 7036, 7377, +8244

FROM LEO LIU d/b/a Luck House Restaurant
TO DAO TIEN EXPRESS LLC
FOR RESTAURANT
ADDRESS 728 South New Florissant Rd
Ward 7 Zoning 'B-3' Date Filed 11-7-23 Accepted By SOB

TRANSFER OF SPECIAL USE PERMIT PETITION

TO THE CITY COUNCIL OF THE CITY OF FLORISSANT:

1. Comes now MATTHEW Brannon - DAO TIEN Express LLC and states to the City Council that he (she) (they) has (have) the following legal interest in the property located at 728 S. New Florissant Rd in the City of Florissant, Missouri. Legal interest: Lease or Simple Title
(Attach signed copy of lease or deed)
2. The petitioner(s) further state that he (she) (they) has (have) not made any arrangement to pay any commission, gratuity, or consideration, directly or indirectly to any official, employee, or appointee of the City of Florissant, with respect to this petition.
3. The applicant will operate the business in the same manner and under the same conditions as set out in the original ordinance granting the special permit or any amendments thereto, except for any proposed change in sign face of an authorized sign.

PETITIONER SIGNATURE Matthew Brannon
Individual's Name

FOR: DAO TIEN EXPRESS LLC
Company, Corporation, Partnership

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

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

SIGNATURE Matthew Bruno

ADDRESS 11565 Wickshire Ct Bridgeton, MO 63044

Telephone No. 314-556-1351 Email address deotienbistro11@yahoo.com

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

Matthew Bruno
PETITIONER SIGNATURE

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

5. Acknowledgement and consent of (**current**) owner to Transfer the Special Use Permit.

Leo Liu
SIGNATURE OF OWNER

TRANSFER OF SPECIAL USE PERMIT

The undersigned hereby acknowledges receipt of a copy of Ordinance
Number 8244 which previously authorized a Special Use Permit:

TO: DAO TIEN EXPRESS LLC

FOR: RESTAURANT

Located at: 728 South New Fleurissant Rd

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

Matthew Brannon

PRINT - NAME OF APPLICANT

Matthew Brannon

SIGNATURE OF APPLICANT

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

Type of Operation: (Select One)

Individual Partnership Corporation LLC

INDIVIDUAL:

Name & address MATTHEW BRANNON

Telephone number & email address 314-556-1351 - daotienbistro11@yahoo.com

Business name/address/phone DAOTIEN EXPRESS LLC / 728 S. New Florissant Rd
(314) - 274-8008

Copy of fictitious name registration, if applicable _____

PARTNERSHIP:

Name & address of partner (s) _____

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

Business name/ address /phone _____

Copy of fictitious name registration, if applicable _____

CORPORATION OR LLC:

Name & address of all corporate officers MATTHEW BRANNON

11565 WICKSHIRE CT. BRIDGETON, MO 63044

Telephone numbers & email addresses 314-556-1351 - daotienbistro11@yahoo.com

Business name/address/phone DAOTIEN EXPRESS LLC, 728 S. New Florissant Rd.
(314) 274-8008

Photocopy of Corporation/LLC Articles and Certificate _____

Date of incorporation/LLC _____

Copy of fictitious name registration, if applicable

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



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

LC014499239
Date Filed: 10/10/2023
Effective: 10/11/2023
John R. Ashcroft
Missouri Secretary of State

Articles of Organization
(Submit with filing fee of \$105.00)

1. The name of the limited liability company is
DAO TIEN EXPRESS 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:
Restaurant

3. The name and address of the limited liability company's registered agent in Missouri is:
MATTHEW MATIA
BRANNON 11565 Wickshire Ct Bridgeton, MO 63044-3015
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 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))

<i>Name</i>	<i>Address</i>	<i>City/State/Zip</i>
<u>Brannon, Matthew Matia</u>	<u>11565 Wickshire Ct</u>	<u>Bridgeton MO 63044-3015</u>

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: <u>Matthew Matia Brannon</u>
Address: <u>Email: daotienbistro11@yahoo.com</u>
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

X001781182
Date Filed: 10/10/2023
Expiration Date: 10/10/2028
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 _____ Charter number Amendment _____ Charter number Correction _____ Charter number

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

Business name to be registered: DAO TIEN EXPRESS

Business Address: 728 S New Florissant Rd
(PO Box may only be used in addition to a physical street address)

City, State and Zip Code: Florissant, MO 63031-7749

Owner Information:

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

Name of Owners, Individual or Business Entity	Charter # Required If Business Entity	Street and Number	City and State	Zip Code	If Listed, Percentage of Ownership Must Equal 100%
BRANNON, MATTHEW MATIA		11565 Wickshire Ct	Bridgeton, MO	63044 - 3015	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)

MATTHEW MATIA BRANNON
Owner's Signature or Authorized Signature of Business Entity

MATTHEW MATIA BRANNON
Printed Name

10/10/2023
Date

Name and address to return filed document:

Name: Matthew Matia Brannon

Address: Email: daotienbistro11@yahoo.com

City, State, and Zip Code: _____

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

DAO TIEN EXPRESS LLC
LC014499239

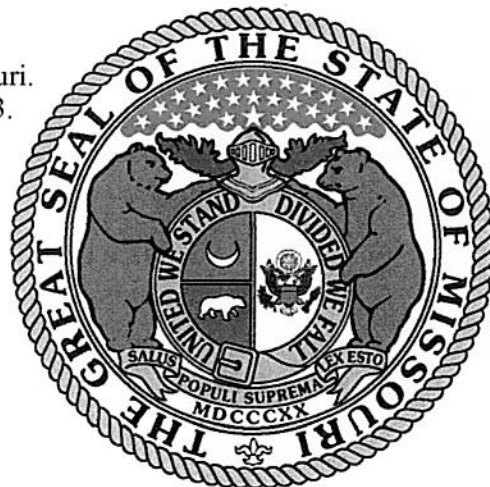
filed its Articles of Organization with this office on the 10th day of October, 2023, and that filing was found to conform to the Missouri Limited Liability Company Act.

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 10th day of October, 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 10th day of October, 2023.

Effective Date: October 11, 2023


Secretary of State



1 INTRODUCED BY COUNCILWOMAN MCKAY
2 JULY 12, 2004
3
4

5 BILL NO. 7937

ORDINANCE NO. 7036

6
7 **AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO BO JIANG**
8 **D/B/A LUCKY HOUSE RESTAURANT FOR THE OPERATION OF A**
9 **DINE-IN/CARRY-OUT, DELIVERY RESTAURANT LOCATED AT 728**
10 **S. NEW FLORISSANT ROAD**
11

12 WHEREAS, the Florissant Zoning Ordinance authorizes the City Council of the City of
13 Florissant, by Special Use Permit, after public hearing thereon, to permit the operation of a dine-
14 in/carry-out, delivery; and

15 WHEREAS, an application has been filed by Bo Jiang d/b/a Lucky House Restaurant for
16 the operation of a dine-in/carry-out, delivery restaurant located at 728 S. New Florissant Road;

17 WHEREAS, the Planning and Zoning Commission of the City of Florissant, at their
18 meeting of June 21, 2004 has recommended that the said Special Use Permit be granted with
19 certain conditions; and

20 WHEREAS, due notice of a public hearing on said application to be held on the July 12,
21 2004 at 8:00 P.M. by the Council of the City of Florissant was duly published, held and
22 concluded; and

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

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

29 Section 1: A Special Use Permit is hereby granted to Bo Jiang d/b/a Lucky House
30 Restaurant located 728 S. New Florissant Road with the following stipulations:

- 31 a. All roof mounted mechanical equipment must be screened.
32 b. Exhaust fans must be vented through the roof.
33 c. A trash enclosure must be erected at the rear of the building and be
34 constructed of either masonry or vinyl fencing with metal gates.
35 d. Rear door to be closed at all times with the exception of deliveries.
36 e. Hours of operation: 11 a.m. - 10 p.m. M-Th & 11 a.m. - 10:30 p.m. F-Sun.

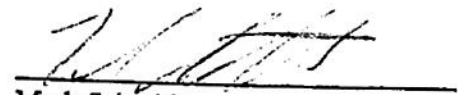
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Section 2: Said Permit herein authorized shall remain in full force and effect and subject to all of the ordinances of the City of Florissant.

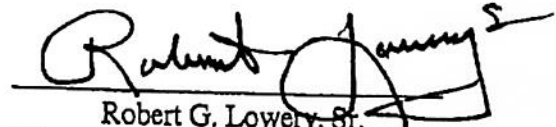
Section 3: When the named permittee discontinues the operation of said business, the Special Use Permit herein granted shall no longer be in force and effect.


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

Adopted this 26th day of July, 2004.


Mark Schmidt
President of the Council
City of Florissant

Approved this 2nd day of August, 2004.


Robert G. Lowery, Sr.
Mayor, City of Florissant

ATTEST:

Karen Goodwin-Raftery, MMCA/MRCC
City Clerk

1 INTRODUCED BY COUNCILWOMAN MCKAY
2 JANUARY 22, 2007

3
4 BILL NO. 8293

ORDINANCE NO. 7377

5
6
7 **AN ORDINANCE TRANSFERRING SPECIAL USE PERMIT NO. 7036**
8 **FOR THE LOCATION AND OPERATION OF A RESTAURANT**
9 **LOCATED AT 728 S. NEW FLORISSANT ROAD FROM BO JAING**
10 **D/B/A LUCKY HOUSE TO ALEXANDER WONG D/B/A LUCKY**
11 **HOUSE.**

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

16 WHEREAS, pursuant to Ordinance No. 7036, Bo Jaing d/b/a Lucky House was
17 granted a Special Use Permit for the location and operation of a restaurant on the property
18 known as 728 S. New Florissant Road; and

19 WHEREAS, an application has been filed by Alexander Wong to transfer the Special Use
20 Permit authorized by Ordinance No. 7036 to his name; and

21 WHEREAS, the City Council of the City of Florissant determined at its meeting on
22 January 22, 2007 that the business operated under Ordinance No. 7036 would be operated in a
23 substantially identical fashion as set out herein; and

24 WHEREAS, Alexander Wong has accepted the terms and conditions set out in
25 Ordinance No. 7036.

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

28
29
30 Section 1: The Special Use Permit authorized by Ordinance No. 7036 is hereby
31 transferred from Bo Jaing to Alexander Wong. .

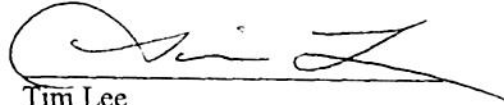
32 Section 2: The Special Use Permit herein authorized shall terminate if the restaurant
33 ceases operation for a period of more than ninety (90) days or when the named permittee ceases
34 to be the owner and operator of the said restaurant operation.

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

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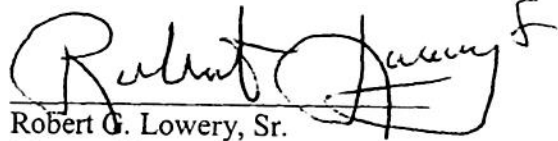
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Adopted this 12 day of Feb, 2007.



Tim Lee
President of the Council
City of Florissant

Approved this 21 day of Feb, 2007.



Robert G. Lowery, Sr.
Mayor, City of Florissant

ATTEST:



Karen Godwin, MMCA/MRCC
City Clerk

1 INTRODUCED BY COUNCILWOMAN PAGANO
2 JULY 11, 2016

3
4 BILL NO. 9205

ORDINANCE NO. 8244

5
6
7 **ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE PERMIT**
8 **NO. 7377 FROM ALEXANDER WONG TO LEO LIU D/B/A LUCKY HOUSE**
9 **RESTAURANT LOCATED AT 728 S. NEW FLORISSANT RD.**

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

14 WHEREAS, pursuant to Ordinance No. 7036, Bo Jaing d/b/a Lucky House was
15 granted a Special Use Permit for the location and operation of a restaurant on the property
16 known as 728 S. New Florissant Road and subsequently transferred by Ordinance No. 7377 to
17 Alexander Wong; and

18 WHEREAS, an application has been filed by Leo Liu to transfer the Special Use Permit
19 authorized by Ordinance No. 7377 to his name; and

20 WHEREAS, the City Council of the City of Florissant determined at its meeting on July
21 11, 2016 that the business operated under Ordinance No. 7377 would be operated in a
22 substantially identical fashion as set out herein; and

23 WHEREAS, Leo Liu has accepted the terms and conditions set out in Ordinance No.
24 7377.

25 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
26 FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:
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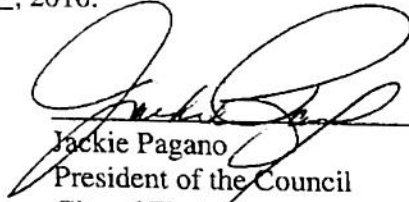
28
29 Section 1: The Special Use Permit authorized by Ordinance No. 7377 is hereby
30 transferred from Alexander Wong to Leo Liu d/b/a Lucky House restaurant.

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

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

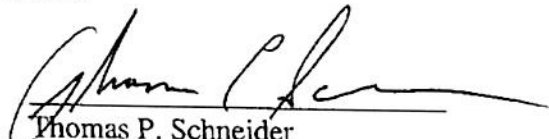
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Adopted this 11 day of July, 2016.




Jackie Pagano
President of the Council
City of Florissant

Approved this 13 day of July, 2016.



Thomas P. Schneider
Mayor, City of Florissant

ATTEST:


Karen Goodwin, MMCA/MRCC
City Clerk



Agenda Request Form

For Administration Use Only:

Meeting Date: 11/13/2023

Open Closed

Report No. 78/2023

Date Submitted:

To: City Council

Title: Ordinance to authorize an appropriation of \$85,000 from the Capital Improvement Fund to account no. Fund 403-56100-201-23XXX "Capital Addition – Police Station Sidewalk Repair".

Prepared by: Mr. Major Randy Boden

Department: Police Department

Justification:

Repair and replace all existing concrete sidewalks and steps in front of the police station.

INTRODUCED BY COUNCILMAN EAGAN
NOVEMBER 13, 2023

BILL NO. 9933

ORDINANCE NO.

ORDINANCE TO AUTHORIZE AN APPROPRIATION OF \$85,000 FROM THE CAPITAL IMPROVEMENT FUND TO ACCOUNT NO. FUND 403-56100-201-23XXX "CAPITAL ADDITION – POLICE STATION SIDEWALK REPAIR".

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

Section 1: There is hereby authorized an appropriation of \$85,000 from the Capital Improvement Fund to account no. 403-56100-201-23xxx “Capital Addition-Police Station Sidewalk Repair” for the repair and replacement of sidewalks at the police department.

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



Agenda Request Form

For Administration Use Only:

Meeting Date: 11/13/2023

Open Closed

Report No. 79/2023

Date Submitted:**To:** City Council**Title:** Ordinance authorizing a transfer of \$10,000 within the Park Improvement Fund from account no. 209-51600-400 "Contract Services" to account no. 209-52604-400 "Utilities – Parks" for year end balancing.**Prepared by:** Mrs. Finance Director Kimberlee Johnson**Department:** Finance**Justification:**

Park Improvement Fun Year End Re-Appropriations are needed for year end balancing.

We are requesting the following transfer:

From 209-51600-400 "Contract Services"	\$ 10,000
To 209-52604-400 "Utilities – Parks"	\$ 10,000

INTRODUCED BY COUNCILMAN EAGAN
NOVEMBER 13, 2023

BILL NO. 9934

ORDINANCE NO.

ORDINANCE AUTHORIZING A TRANSFER OF \$10,000 WITHIN THE PARK IMPROVEMENT FUND FROM ACCOUNT NO. 209-51600-400 "CONTRACT SERVICES" TO ACCOUNT NO. 209-52604-400 "UTILITIES – PARKS" FOR YEAR END BALANCING.

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

Section 1: \$10.000 is hereby transferred from account no. from account no. 209-51600-400 "Contract Services" to account no. 209-52604-400 "Utilities – Parks" for yearend balancing.

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



Agenda Request Form

For Administration Use Only:

Meeting Date: 11/13/2023

Open Closed

Report No. 80/2023

Date Submitted:**To:** City Council**Title:** Ordinance authorizing various transfers within the General Revenue Fund for year end balancing.**Prepared by:** Mrs. Finance Director Kimberlee Johnson**Department:** Finance**Justification:**

General Fund Year End Re-Appropriations as follows:

From Accounts:

101-5xxxx-301 Salaries and benefits-Public Works \$321,000.00

To Accounts:

101-51600-102 Contract Services – Admin \$50,000.00

101-55703-102 Insurance Deductibles \$75,000.00

101-55705-102 Insurance-Property \$50,000.00

101-55706-102 Auto Insurance \$33,000.00

101-55707-102 Law Enforcement Liability \$23,000.00

101-5xxxx-107 Salaries & Benefits – IT/Media \$32,000.00

101-55002-402 Prof Serv – Bank Fees - Theatre \$3,000.00

101-52600-405 Utilities – Golf \$45,000.00

101-52600-301 Utilities – Public Works \$10,000.00

From Accounts:

101-51600-401 Contract Services – Center \$40,000.00

101-50001-401 Wages – Part-Time \$20,000.00

101-50002-401 Wages – Seasonal \$20,000.00

101-51012-401 Medical Insurance \$20,000.00

To Accounts:

101-52602-401 Utilities – Centers \$100,000.00

INTRODUCED BY COUNCILMAN EAGAN
 NOVEMBER 13, 2023

BILL NO. 9935

ORDINANCE NO.

**ORDINANCE AUTHORIZING VARIOUS TRANSFERS WITHIN THE
 GENERAL REVENUE FUND FOR YEAR END BALANCING.**

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

Section 1: \$321,000 is hereby transferred from account no. 101-5xxxx-301“Salaries and Benefits-
 Public Works” to the following accounts:

To Accounts:		
101-51600-102	Contract Services – Admin	\$50,000.00
101-55703-102	Insurance Deductibles	\$75,000.00
101-55705-102	Insurance-Property	\$50,000.00
101-55706-102	Auto Insurance	\$33,000.00
101-55707-102	Law Enforcement Liability	\$23,000.00
101-5xxxx-107	Salaries & Benefits – IT/Media	\$32,000.00
101-55002-402	Prof Serv – Bank Fees - Theatre	\$3,000.00
101-52600-405	Utilities – Golf	\$45,000.00
101-52600-301	Utilities – Public Works	\$10,000.00

Section 2: \$100,000 is hereby transferred within the General Revenue Fund as follows:

From Accounts:		
101-51600-401	Contract Services – Center	\$40,000.00
101-50001-401	Wages – Part-Time	\$20,000.00
101-50002-401	Wages – Seasonal	\$20,000.00
101-51012-401	Medical Insurance	\$20,000.00
To Accounts:		
101-52602-401	Utilities – Centers	\$100,000.00

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.

Mayor Timothy J. Lowery

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC,
City Clerk