



FLORISSANT CITY COUNCIL AGENDA
City Hall
955 Rue St. Francois
MONDAY, JULY 10, 2023
7:00 PM
Karen Goodwin, MMC/MRCC



I. PLEDGE OF ALLEGIANCE

II. ROLL CALL OF MEMBERS

III. APPROVAL OF MINUTES

6-26-2023	City Council Minutes	
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IV. HEARING FROM CITIZENS

V. COMMUNICATIONS

VI. PUBLIC HEARINGS

VII. OLD BUSINESS

	BILLS FOR SECOND READING	
9886	Ordinance authorizing a Special Use Permit to Town Grill to allow for the operation of a carry-out restaurant for the property located at 18 Patterson Plaza Shopping Center in a 'B-3' Extensive Business District.	Caputa

VIII. NEW BUSINESS

	BOARD APPOINTMENTS	
Ward 5	Appointment of Doug Keil to the Landmarks and Historic District (LHDC).	
	REQUESTS	
Ward 4	Request for a transfer of Special Use Permit no. 8821 from United Mart, Inc. to Ma Bahuchar, LLC d/b/a Mini Market	Jignasha Patel

	6 for the operation of a Package Liquor store located at 22 Patterson Plaza Shopping Center.	
Ward 4	Request for a Full Package Liquor license and Tasting for Ma Bahuchar, LLC d/b/a Mini Market 6 located at 22 Patterson Plaza Shopping Center.	Jignasha Patel
Ward 3	Request to approve a Beer and Wine and Sunday License for Thai Kitchen located at 8458 N. Lindbergh Blvd.	Sombut Ongartsutikul
	BILLS FOR FIRST READING	
9887	Ordinance authorizing a transfer of Special Use Permit no. 8821 from United Mart, INC. to Ma Bahuchar, LLC d/b/a Mini Market 6 for the operation of a Package Liquor store located at 22 Patterson Plaza Shopping Center.	Caputa
9888	Ordinance authorizing an amendment to Chapter 605 "Busiess Regulations" Article III "Dance Halls and Similar Businesses" by deleting it in its entirety and replacing it with a new Article III " Special Event Permit".	Eagan
9889	Ordinance authorizing an appropriaton of \$57,267 from the Park Improvement Fund to Account no. 20-52450-400-000000 "Software Purchase and Maintenance" for the purchase of New Recreation Software.	Eagan
9890	Ordinance authorizing an appropriation of \$180,000.00 from the Capital Improvement Fund to account no. 403-56100-301-2300XX "Capital Additions-Public Works" for the purchase of new vehicles for the Senior Bus service.	Eagan

IX. COUNCIL ANNOUNCEMENTS

X. MESSAGE FROM THE MAYOR

XI. ADJOURNMENT

THIS AGENDA WAS POSTED ON THE BULLETIN BOARD IN THE LOBBY AT CITY HALL AND ON THE CITY WEBSITE AT FLORISSANTMO.COM ON JULY 7, 2023 BY 12:00 PM.

ANYONE WISHING TO ATTEND THE COUNCIL MEETING WHO HAS SPECIAL NEEDS SHOULD CONTACT THE CITY CLERK BY NOON ON MONDAY, JULY 10, 2023

CITY OF FLORISSANT



COUNCIL MINUTES

Monday, June 26, 2023

The Florissant City Council met in regular session at Florissant City Hall, 955 Rue St. Francois on Monday, June 26, 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: Manganelli, Eagan Caputa, Schildroth, O'Donnell, Pagano, Parson, Siam, and Harris. Also present was Mayor Timothy Lowery, City Clerk Karen Goodwin, and City Attorney Jackie Graves. A quorum being present the Chair stated that the Council Meeting was in session for the transaction of business.

III. APPROVAL OF MINUTES

6-12-2023. City Council Minutes 6-12-2023

Councilman Harris made a motion to approve the City Council Minutes of June 12, 2023, seconded by Pagano. Motion carried.

IV. HEARING FROM CITIZENS

June Schmidt, 1470 Estes Dr, thanked the City Council for their service to the City of Florissant. She stated she has no problem with the rezoning of the property at 1 Flower Valley Shopping Center, but is against another car wash being built. Ms. Schmidt stated there are two car washes near this proposed car wash. She noted she does not think this request should be approved until the council has more information on what other businesses will be proposed for the location.

V. COMMUNICATIONS

There were none.

VI. PUBLIC HEARINGS

23-06-012. Request to authorize a Special Use Permit to Town Grill to allow for the operation of a carry-out restaurant for the property located at 18 Patterson Plaza Shopping Center in a 'B-3' Extensive Business District. (Planning and Zoning recommended approval 6-5-2023)

The Clerk reported that Public Hearing 23-06-012 for the Request to authorize a Special Use Permit to Town Grill to allow for the operation of a carry-out restaurant for the property located at 18 Patterson Plaza Shopping Center in a 'B-3' Extensive Business District. The Chair declared the Public Hearing to be open.

Ibraheem Esheh, petitioner, noted he wants to open a carry-out sandwich/burger shop. Mr. Esheh stated all cooking would take place inside the building and the hours of operation would be from 10am to 7pm, 7 days a week. Councilman Caputa noted his concerns with trash at the front and rear of the building and asked the petitioner to keep his area clean as well as add a trash can outside the front of his business. Mr. Esheh noted he would not be serving any alcohol at his business. He

stated he previously had 3 businesses around St. Louis County, but had to sell them and intends to employ 2 to 3 employees. Mr. Eshel noted he does intend to add an indoor seating area in the future at 17 Patterson Plaza, but would be working with the city on the project. The previous cooking area in the rear would not be used and the dumpster will be located next to the previous outdoor cooking area.

Being no further comments, Councilman Caputa made a motion to close the Public Hearing, seconded by Siam. Motion carried.

VI. OLD BUSINESS

BILLS FOR SECOND READING

S9885. Ordinance to rezone the property located at 1 Flower Valley Shopping Center from 'B-3' Extensive Business District to a 'B-5' Planned Commercial District to allow for a car wash (Brite Worx).

Councilman Harris made a motion to accept Substitute Bill No. 9885, seconded by Manganeli. Motion carried.

Councilman Siam moved that Substitute Bill No. 9885 be read for a second time, seconded by Manganeli. Motion carried and Substitute Bill No. 9885 was read for a second time.

Councilman Siam moved that Substitute Bill No. 9885 be read for a third time, seconded by Parson. Motion carried and Substitute Bill No. 9885 was read for a third time and placed upon its passage.

Councilman O'Donnell stated he understands the public's feelings about the car washes in Florissant and wanting something different. He noted he sees potential for development of the parcel and the intention is to demolish the old building to allow for better development of the property.

Councilman Caputa made a motion to suspend the rules to speak to Kevin Kamp, seconded by Eagan. Motion carried.

Kevin Kamp, engineer, noted the intention is to break down the old K-Mart building some time next year as agreements are approved. Mr. Kamp stated the demolition contractor for the business is capable of demolishing the building and certified to safely tear down the building.

Mike Yavorski, 2959 Willow Creek Estates Dr, thanked Mr. O'Donnell for his comments on the Bill. He stated he does not have an opinion of the car wash on the building, but is concerned if the Bill is not approved, what would happen to the site.

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

VOTING

Motion by: Councilman Siam, Tommy

Second by: Councilman Parson Jr., Robert

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

Whereupon the Chair declared Substitute Bill No. 9885 to have passed and become Ordinance No. 8891.

VII. NEW BUSINESS

BOARD APPOINTMENTS

Ward 5. Re-Appointment of Jennifer Osborne to the Parks and Recreation Advisory Board
 Re-Appointment of Christine Keil to the Landmarks and Historic District Commission

Councilman Schildroth made a motion to re-appoint Jennifer Osborne to the Parks and Recreation Advisory Board as a member from Ward 5 with a term expiring July 8, 2026. Seconded by Parson, motion carried.

Councilman Schildroth made a motion to re-appoint Christine Keil to the Landmarks and Historic District Commission as a member from Ward 5 with a term expiring April 14, 2026. Seconded by Manganelli, motion carried.

Mayor. Appointment of Lucy Baker to Youth Advisory Commission as a representative from Ward 6

Councilman Caputa moved to accept the mayor's appointment of Lucy Baker to the Youth Advisory Commission as a member from Ward 6 with a term expiring June 26, 2026. Seconded by Parson, motion carried.

BILLS FOR FIRST READING

9886. Ordinance authorizing a Special Use Permit to Town Grill to allow for the operation of a carry-out restaurant for the property located at 18 Patterson Plaza Shopping Center in a 'B-3' Extensive Business District.

Bill No. 9886 was read for the first time.

VIII. COUNCIL ANNOUNCEMENTS

Councilman O'Donnell noted Fritz's Frozen Custard had an issue with a neighbor due to a light in the rear of the building and caused a disturbance. He stated he reached out to the owner of the business and worked to resolve the problem. Councilman O'Donnell thanked Fritz's for being good neighbors and a great corporation in the City.

Councilman Caputa stated next Tuesday is July 4th and wished everyone a safe 4th of July. He reminded residents to secure their firearms safely in their homes.

IX. MESSAGE FROM THE MAYOR

Mayor Lowery reminded residents that fireworks are prohibited within the city limits of Florissant. Mayor Lowery noted the city's Fourth of July Celebration will take place at the Eagan Center beginning at 7:15pm and fireworks beginning at 9:15pm.

The next plaque dedication is on June 28th, 2023 for the late Herold "Bud" and Bernice Foley directly across from City Hall with a Wednesday Night Out to follow at Jefferson St and St. Francois.

The First Responder Canteen Bowling Fundraiser which will raise money to help provide food and drinks to first responders during and after a major incident. The event will take place on July 8th from 1pm to 4pm at Crest Bowl in Florissant.

X. ADJOURNMENT

The Council President stated the next regular City Council Meeting will be Monday, July 10, 2023 at 7:00 pm.

Councilman Harris moved to adjourn the meeting, seconded by Schildroth. Motion carried.

Adjourned at 7:27 PM

Respectfully submitted,



Karen Goodwin, MPPA/MMC/MRCC
City Clerk

Bill No. 9885 Ord. No. 8891



Agenda Request Form

For Administration Use Only:

Meeting Date: 6/26/2023

Open Closed

Report No. 32/2023

Date Submitted:

To: City Council

Title: Ordinance authorizing a Special Use Permit to Town Grill to allow for the operation of a carry-out restaurant for the property located at 18 Patterson Plaza Shopping Center in a 'B-3' Extensive Business District.

Prepared by: Administrator

Department: Public Works

Justification:

Please see attached documents

Attachments:

1. PH Notice - Town Grill
2. Staff Report - Town Grill
3. Application - Town Grill
4. Site Plan - Town Grill

INTRODUCED BY COUNCILMAN CAPUTA
JUNE 26, 2023

BILL NO. 9886

ORDINANCE NO.

ORDINANCE AUTHORIZING A SPECIAL USE PERMIT TO TOWN GRILL TO ALLOW FOR THE OPERATION OF A CARRY-OUT RESTAURANT FOR THE PROPERTY LOCATED AT 18 PATTERSON PLAZA SHOPPING CENTER IN A 'B-3' EXTENSIVE BUSINESS DISTRICT.

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 Ibraheem Esheh d/b/a Town Grill to allow for the operation of restaurant located at 18 Patterson Plaza Shopping Center, and

WHEREAS, the Planning and Zoning Commission at their meeting on June 5, 2023, recommended that a Special Permit be granted; and

WHEREAS, due notice of public hearing no. 23-06012 on said application to be held on the 26th of June 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 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 for Ibraheem Esheh d/b/a Town Grill for the operation of a carry-out restaurant at 18 Paterson Plaza, in a 'B-3' Extensive Business District with the following conditions being part of the record:

1. Fencing shall remain for outdoor cooking; however, no outdoor cooking is allowed.
2. Restaurant shall be for carryout only at 18 Patterson Plaza and may not expand into 17 Patterson Plaza until permits are obtained for openings into this space and an amendment of the special use to allow for sit-down patrons.

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

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: 18 Paterson plaza Florissant Mo 63031

Property Owners Name: Chris pezzimenti Phone #: 636-262-3262

Property Owners Address: 1062 Crosswinds ct Wentzville Mo 63385

Business Owners Name: Ibraheem Eshah Phone #: 314-477-7777

Business Owners Address: 913 weatherstone Dr st charls Mo 63304

DBA (Doing Business As) TOWN GRILL

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

Agents Address: _____ Phone #: _____

Request _____

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

Applicant's Signature _____

27
4-27 2023
Date

OFFICE USE ONLY

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

STAFF REMARKS: _____

DATE APPLICATION REVIEWED: 5/30/23

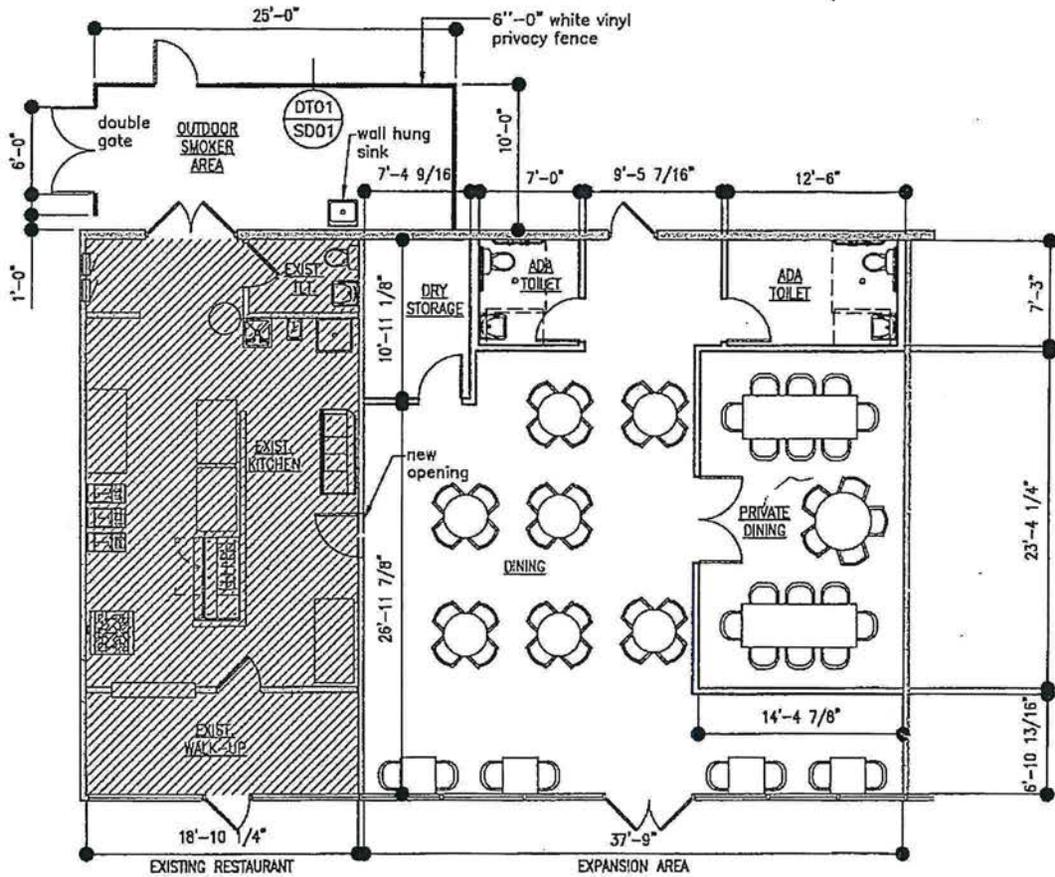
SIGNATURE OF STAFF WHO REVIEWED APPLICATION _____

COMMISSION ACTION TAKEN:

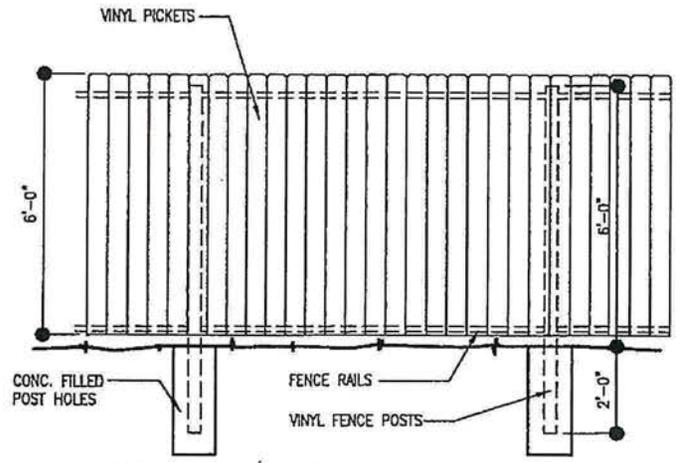
RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

SIGN. _____

DATE: 6-5-23 9

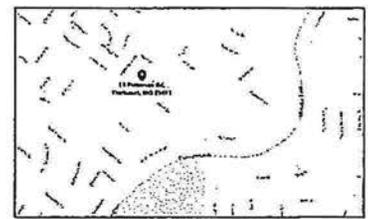


SD01 **PROPOSED FLOOR PLAN**
 SCALE: 1/8"=1'-0" DATE: 05.14.2019

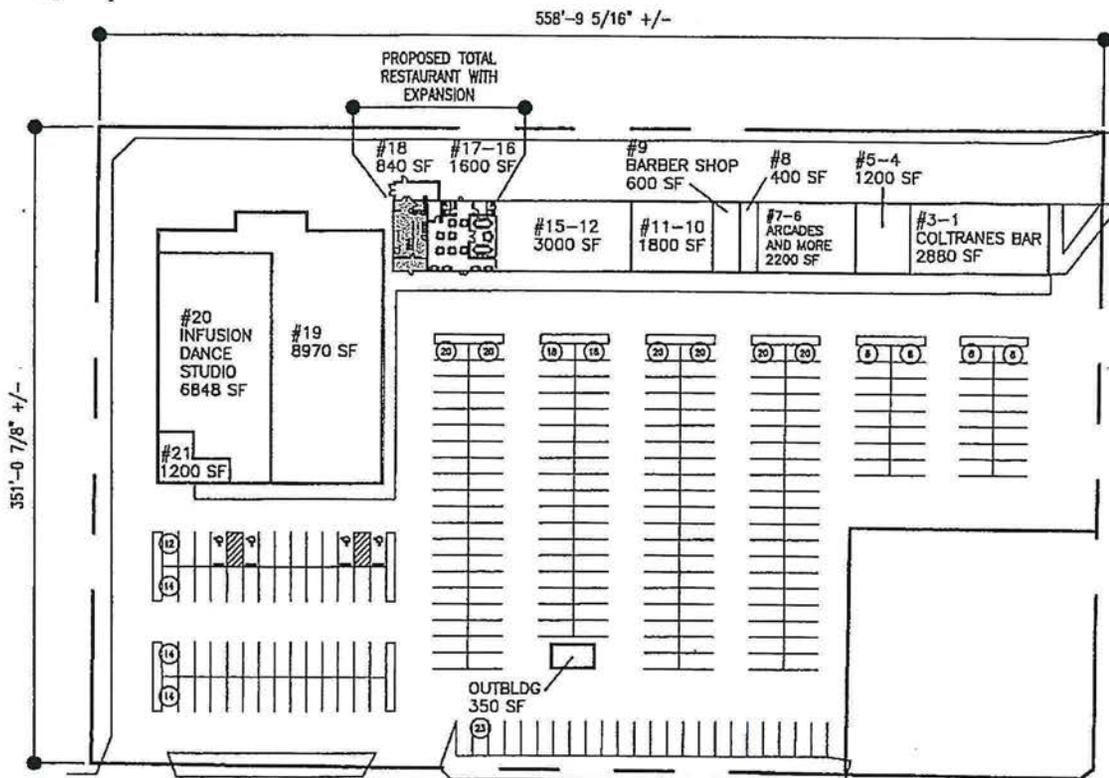


DT01 **FENCE SECTION**
 SCALE: 3/8"=1'-0" 6' f

EXISTING RESTAURANT = 723 S.F.
 EXPANSION SPACE = 1447 S.F.
 TOTAL SQUARE FOOTAGE = 2170 S.F.
 SEATS = 57



18 PATTERSON PLAZA, FLORISSANT, MO



SUITE #	BUSINESS NAME	SQUARE FOOTAGE
1-3	COLTRANES BAR	2880 SF
4-5	VACANT	1200 SF
6-7	ARCADES AND MORE	2200 SF
8	VACANT	400 SF
9	NECESSITY BARBER SHOP	600 SF
10-11	VACANT	1800 SF
12-15	VACANT	3000 SF
16-18	JUST ONE TASTE CATERING	2440 SF
19	VACANT	8970 SF
20	INFUSION DANCE STUDIO	6848 SF
21	VACANT	1200 SF
TOTAL MAIN BUILDING		31,538 SF

OUT BLDG. CONVENIENCE ONE LIQUOR	350 SF
TOTAL DEVELOPMENT	31,888 SF

PARKING RATIO - RESTAURANTS		
SUITE #	BUSINESS NAME	SQUARE FOOTAGE
1-3	COLTRANES BAR	2880 SF
16-18	JUST ONE TASTE CATERING	2440 SF
TOTAL RESTAURANT SF		5320 SF

12 PS PER 1000 SF
 $5320 / 1000 = 5.32 \times 12 = 63.84$ OR 64 PS

PARKING RATIO - DANCE / EXERCISE		
SUITE #	BUSINESS NAME	SQUARE FOOTAGE
20	INFUSION DANCE STUDIO	6848 SF

1 PS PER 100 SF (EXERCISE AREA)
 $6848 SF / 100 = 68.48$ OR 65 PS

PARKING RATIO - RETAIL		
SUITE #	BUSINESS NAME	SQUARE FOOTAGE
4-5	VACANT	1200 SF
6-7	ARCADES AND MORE	2200 SF
8	VACANT	400 SF
9	NECESSITY BARBER SHOP	600 SF
10-11	VACANT	1800 SF
12-15	VACANT	3000 SF
19	VACANT	8970 SF
21	VACANT	1200 SF
OUT BLDG. CONVENIENCE ONE LIQUOR		350 SF
TOTAL RETAIL / VACANCY		19,720 SF

4 PS PER 100 SF (RETAIL USE)
 $19,720 SF / 1000 = 19.72 \times 4 = 78.88$ OR 79 PS

CUP existing siteplan

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

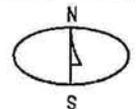
DATE: 06.05.2019

PARKING COUNT SUMMARY:	
RESTAURANT PARKING REQUIRED	= 64 PS
DANCE / EXERCISE PARKING REQUIRED	= 65 PS
RETAIL / VACANCY PARKING REQUIRED:	= 79 PS
TOTAL PARKING REQUIRED	= 208 PS

TOTAL PARKING PROVIDED = 265 PS > 208 PS THEREFORE OK



18 PATTERSON PLAZA, FLORISSANT, MO





Agenda Request Form

For Administration Use Only:

Meeting Date: 7/10/2023

Open

Closed

Report No. 9/2023

Date Submitted:

To: City Council

Title: Request for a transfer of Special Use Permit no. 8821 from United Mart, INC. to Ma Bahuchar, LLC d/b/a Mini Market 6 for the operation of a Package Liquor store located at 22 Patterson Plaza Shopping Center.

Department: City Clerk

Justification:

See Attached application

Attachments:

1. Special Use Transfer Application
2. Special Use Transfer additional information
3. 22 Patterson Lease

TRANSFER OF SPECIAL PERMIT

AUTHORIZED BY ORDINANCE NUMBER (S) 8821

DW Patel

314-603-7066

FROM UNITED MART INC.

TO MA BAHUCHAR LLC

FOR OPERATION OF A PACKAGE LIQUOR STORE

ADDRESS 22 PATTERSON PLAZA, FLORISSANT, MO-63031

Ward 4 Zoning _____ Date Filed _____ Accepted By _____

TRANSFER OF SPECIAL USE PERMIT PETITION

TO THE CITY COUNCIL OF THE CITY OF FLORISSANT:

1. Comes now MA BAHUCHAR LLC / JIKWASHA PATEL and states to the City Council that he (she) (they) has (have) the following legal interest in the property located at 22 PATTERSON PLAZA 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 JIKWASHA PATEL J. J. Patel
Individual's Name

FOR: MA BAHUCHAR 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 J. J. Patel

ADDRESS 461 OLDE COURT RD, ST. CHARLES, MO-63303

Telephone No. 314-223-3008 Email address JAG-DISHUOS @ HOTMAIL.COM
314-603-7066

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

J. J. Patel
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.

[Signature]
SIGNATURE OF OWNER

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

Type of Operation: (Select One)

Individual

Partnership

Corporation

LLC

INDIVIDUAL:

Name & address _____

Telephone number & email address _____

Business name/address/phone _____

Copy of fictitious name registration, if applicable _____

PARTNERSHIP:

Name & address of partner (s) _____

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

Business name/ address /phone _____

Copy of fictitious name registration, if applicable _____

CORPORATION OR LLC:

Name & address of all corporate officers JAGWASHA PATEL , DEV PATEL

461 OLDE COURT RD, ST. CHARLES, MO-63303

Telephone numbers & email addresses 314-223-3008 314-603-7066 JAGWASHA405@HOTMAIL.COM

Business name/address/phone MINI MARKET 6, 461 OLDE COURT RD, ST. CHARLES, MO-63303

Date of incorporation/LLC 06-06-2023

Copy of fictitious name registration, if applicable

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

Photocopy of Corporation/LLC Articles and Certificate

TRANSFER OF SPECIAL USE PERMIT

The undersigned hereby acknowledges receipt of a copy of Ordinance
Number 8821 which authorized a Special Permit:

TO: MA BANUCHAR LLC

FOR: OPERATION OF A PACKAGE LIQUOR STORE

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.

JIONASHA PATEL

PRINT - NAME OF APPLICANT

J. J. Patel

SIGNATURE OF APPLICANT

Date of this notice: 06-06-2023

Employer Identification Number:
93-1727581

Form: SS-4

Number of this notice: CP 575 A

MA BAHUCHAR LLC
MINI MARKET 6
% JIGNASHA PATEL MBR
461 OLDE COURT RD.
SAINT CHARLES, MO 63303

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-1727581. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

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

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2023
Form 940	01/31/2024
Form 1065	03/15/2024

Your Form 11C and/or 730 becomes due the month after your wagering starts.

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

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

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/nefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

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

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

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

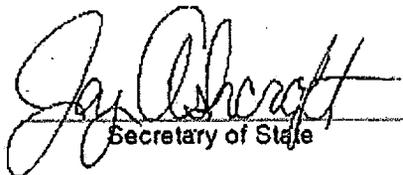
WHEREAS,

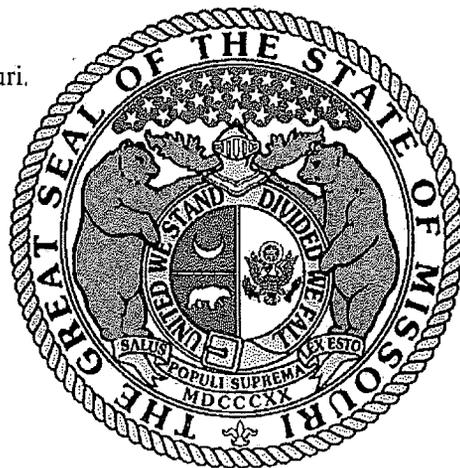
MA BAHUCHAR, LLC
LC014468987

filed its Articles of Organization with this office on the 6th 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 6th 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 6th day of June, 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

LC014468987
Date Filed: 6/6/2023
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

MA BAHUCHAR, LLC

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

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

TO OWN AND OPERATE LIQUOR STORE, AND TO PERFORM ANY AND ALL LEGAL ACTIVITIES AS PERMITTED BY THE STATE OF MISSOURI

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

JIGNASHA PATEL 461 Olde Court Rd Saint Charles, MO 63303-4075
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))

Table with 3 columns: Name, Address, City/State/Zip. Rows include PATEL, JIGNASHA and PATEL, DEV.

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: RAJESH VORA
Address: Email: arti@rajvoracpa.com
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):

461 Olde Court Rd

Saint Charles, MO 63303-4075

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 organizer's must sign:

JIGNASHA PATEL

JIGNASHA PATEL

06/06/2023

Organizer Signature

Printed Name

Date of Signature

DEV PATEL

DEV PATEL

06/06/2023

Organizer Signature

Printed Name

Date of 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

X001770320
Date Filed: 6/22/2023
Expiration Date: 6/22/2028
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: MINI MARKET 6

Business Address: 22 Patterson Plz
(PO Box may only be used in addition to a physical street address)

City, State and Zip Code: Florissant, MO 63031-3007

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%
MA BAHUCHAR, LLC	LC014468987	461 Olde Court Rd	Saint Charles, MO	63303 - 4075	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)

MA BAHUCHAR, LLC - Jignasha Patel MA BAHUCHAR, LLC - JIGNASHA PATEL 06/22/2023
Owner's Signature or Authorized Signature of Business Entity *Printed Name* *Date*

Name and address to return filed document:

Name: jagdish patel

Address: Email: jagdish405@hotmail.com

City, State, and Zip Code: _____

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

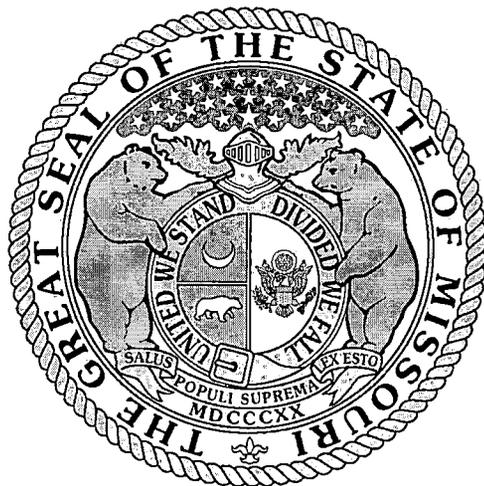
I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

MA BAHUCHAR, LLC
LC014468987

was created under the laws of this State on the 6th day of June, 2023, and is active, having fully complied with all requirements of this office.

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



Certification Number: CERT-06222023-0132



Agenda Request Form

For Administration Use Only:

Meeting Date: 7/10/2023

Open

Closed

Report No. 10/2023

Date Submitted:

To: City Council

Title: Request for a Full Package Liquor license and Tasting for Ma Bahuchar, LLC d/b/a Mini Market 6 located at 22 Patterson Plaza Shopping Center.

Prepared by: Administrator

Department: City Clerk

Justification:

Please see application

Attachments:

1. Liquor License application
2. Business information

APPLICATION FOR LIQUOR LICENSE

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

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

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

Type of License Requested:

Individual

Corporation (Attach list of Officers, Addresses, &

Phone Numbers)

Limited Liability

Partnership (Attach list of partners)

Business Name: MINI MARKET 6 Phone: 314-223-3008

Business Address: 22 PATTERSON PLAZA, FLORISSANT Email: JACKDISH405@HOTMAIL.COM
MO-63031

Name of Applicant, Corp., or LLC: MA BAHUCHAR LLC

Address of Owner: 461 OLDE COURT RD, ST. CHARLES MO 63303 Phone: 314-223-3008
Street City State Zip

Managing Officer Name: JIGNASHA PATEL

Home Address: 461 OLDE COURT RD, ST. CHARLES MO-63303 Years at Address: 16
Street City State Zip

Managing Officer: Date of Birth: 08/31/1976 Cell Phone: 314-223-3008

Driver's License No. [REDACTED]
(Provide photo copy)

Social Security No. [REDACTED]
*for identification in running record check

Email: JACKDISH405@HOTMAIL.COM Phone: 314-223-3008

Managing Officer: Personal Property Taxes 20 22 Paid? Yes No (Attached)

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

Have you ever been arrested? NO What Charge? _____

Where? _____ Disposition? _____

Citizen of U.S.A.? Yes No Naturalized? Yes Date 07/17/2009 No

If Naturalized, Give Number: [REDACTED] Dist. US DISTRICT COURT EASTERN MISSOURI
(Provide Documents)

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

Give details: MINI MARKET 4 1763 N NEW FLORISSANT RD

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

If so, when & where? CURRENT, MINI MARKET 4, 1763 N NEW FLORISSANT RD

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

Give details: _____

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

Give details: _____

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

Yes No

Give details: _____

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

Yes No

Provide name: CONVENIENCE ONE

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

Yes No

If Individual Applicant: below: If Partnership, Corp., or LLC, complete

Trade Name MA BAHUCHAR LLC

J. J. Patel
Signature of Managing Officer

STATE OF Missouri)SS

COUNTY OF St. Charles)

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

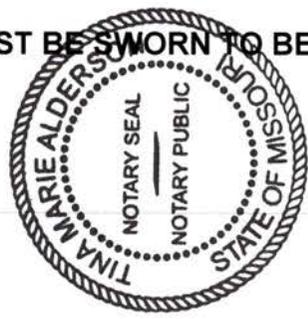
J. J. Patel
Signature of Managing Officer

Subscribed and sworn to before me this 20 day of June, 2023.

My Commission Expires: 3-29-27

Tina Marie Alderson
Notary Public

APPLICATION MUST BE SWORN TO BEFORE A PUBLIC NOTARY.



TINA MARIE ALDERSON
Notary Public - State of Missouri
St. Charles County
Commission No. 1563911
My Commission Expires: March 29, 2027

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

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

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

1. FULL NAME: JIWASHA PATEL
SOC. SEC. NO. [REDACTED] SEX: FEMALE
DATE OF BIRTH: 08/31/1976 PLACE OF BIRTH: INDIA
PHONE NUMBER: 314-223-3008
ADDRESS: 461 OLDE COURT RD, ST. CHARLES, MO-63303
LAST PREV. ADDRESS: 12844 POLO PARC DR, MARYLAND HTS, MO-63146
NO. OF YEARS AT ADDRESS: 16

2. FULL NAME: DEV PATEL
SOC. SEC. NO. [REDACTED] SEX: MALE
DATE OF BIRTH: 04/04/2000 PLACE OF BIRTH: USA
PHONE NUMBER: 314-603-7066
ADDRESS: 461 OLDE COURT RD, ST. CHARLES, MO-63303
LAST PREV. ADDRESS: 12844 POLO PARC DR, MARYLAND HTS, MO-63146
NO. OF YEARS AT ADDRESS: 16

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

PLEASE FILL OUT THIS FORM AND RETURN WITH YOUR LICENSE APPLICATION

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

EMERGENCY CONTACT INFORMATION

PROPERTY OWNER CHRIS PEZZIMENTI PHONE 636-262-3262

ADDRESS 1062 CROSSWINDS CT, WENTZVILLE, MO-63385

NAME OF BUSINESS MINI MARKET 6 PHONE 314-223-3008

ADDRESS 22 PATTERSON PLAZA

BUSINESS HOURS 8:30 AM To 10:00 PM

OWNER/MANAGER DEV PATEL PHONE 314-603-7066

HOME ADDRESS 461 OLDE COURT RD, ST. CHARLES, MO-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 HAS KEY? YES NO

NAME JAGDISH PATEL ADDRESS 461 OLDE COURT RD

CITY & STATE ST. CHARLES, MO-63303 PHONE 314-223-3008

CONTACT #2 HAS KEY? YES NO

NAME DEV PATEL ADDRESS 461 OLDE COURT RD

CITY & STATE ST. CHARLES, MO-63303 PHONE 314-603-7066

ARE THERE LIGHTS LEFT ON AFTER HOURS? YES NO

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

IF YES, WHO? _____

ARE ANY VEHICLES PARKED AT YOUR BUSINESS AFTER HOURS? YES NO

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

DO YOU HAVE A SAFE OF ANY KIND? YES NO

WHERE IS IT LOCATED? _____

CAN IT BE SEEN FROM THE OUTSIDE? YES NO

IS YOUR BUSINESS PROTECTED WITH AN ALARM SYSTEM? YES NO

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

CITY OF FLORISSANT



FLORISSANT, MISSOURI

WAIVER

Authorization to complete record check

I, JIGNASHA PATEL, RESIDING AT IN THE

CITY OF ST. CHARLES

STATE OF MISSOURI

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



Witness



Signature

Date

08/31/1976

Date of Birth

Social Security Number**

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

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

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

TYPE OF OPERATION:

Individual

Partnership

Corporation

Limited Liability Corp

BUSINESS NAME MINI MARKET 6

LOCATION 22 PATTERSON PLAZA, FLORISSANT MO-63031 **PHONE** 314-223-3008

EXACT TRADE NAME, LLC, OR CORP MA BAHUCHAR LLC

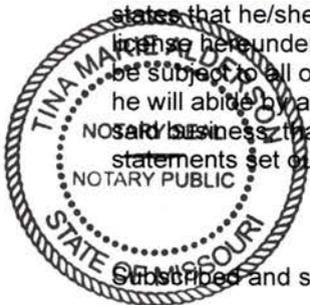
The undersigned (Individual, Partnership, Corporation, LLC), hereby makes application to the City Clerk, City of Florissant, St. Louis County, Missouri for a "By the Drink/Package Liquor License" authorizing the sale of retail liquor on Sundays from 9:00 am to midnight for the period beginning on JULY and expiring on June 30, 2024, on the above described premises and agrees that if the license herein applied for is granted, and the licensee shall violate any provisions of the State Liquor Control Act or of the City of Florissant Code and particularly any provision of Chapter 600 of the Florissant City Code pertaining to alcoholic beverages or permit any other person to do so upon the licensed premises, the City Council, by a majority vote, may suspend or revoke such license.

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

STATE OF Missouri)SS

COUNTY OF St. Charles)

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



Subscribed and sworn to before me this 20 day of June 2023.

J. J. Patel
Signature of Managing Officer

TINA MARIE ALDERSON

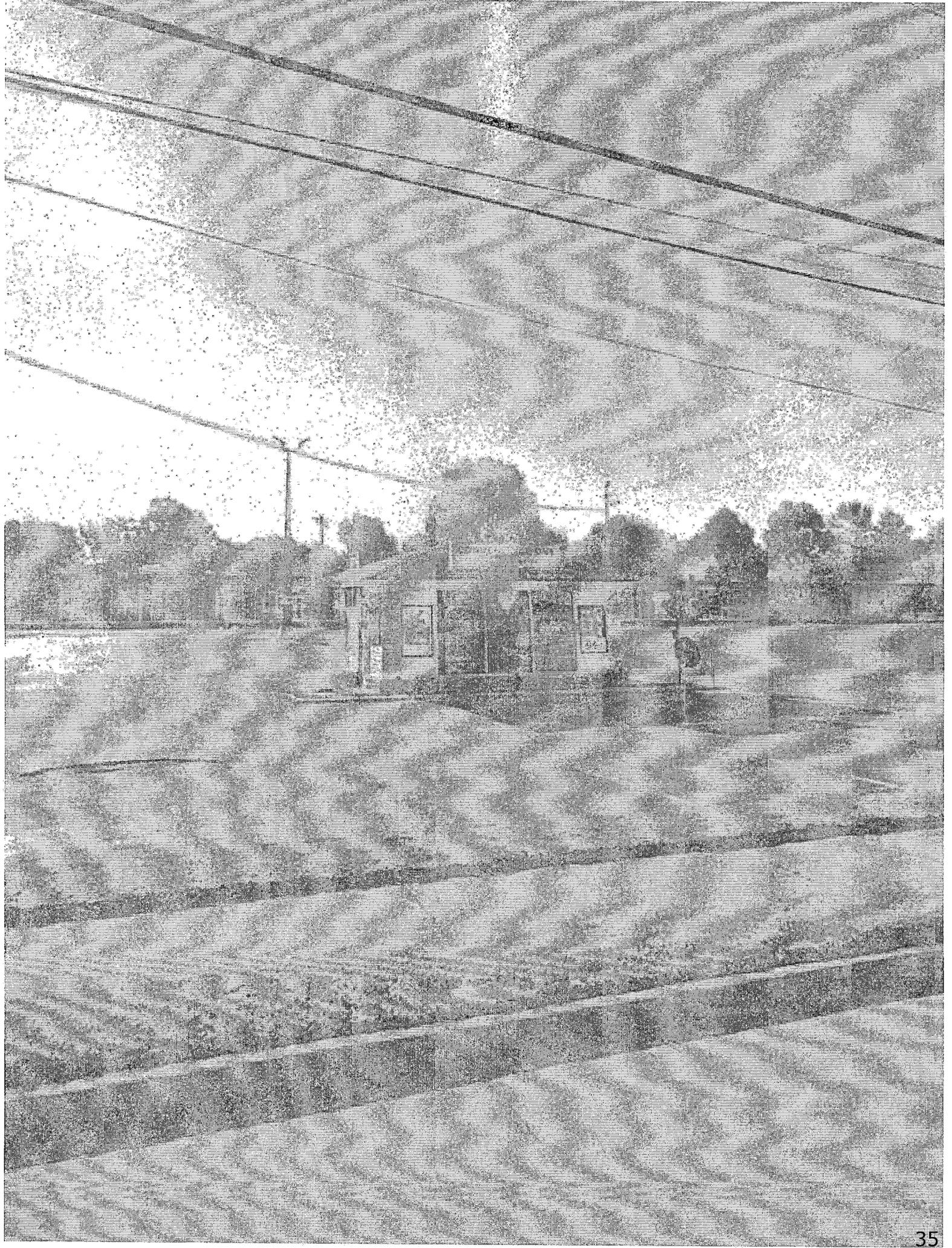
Notary Public - State of Missouri

St. Charles County

Commission No. 15639151

My Commission Expires: 3-29-27

Tina Marie Alderson
Notary Public

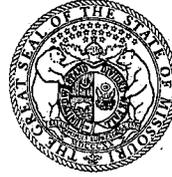


CERTIFICATE OF REGISTRATION

STATE

OF

MISSOURI



COUNTY

OF

ST. CHARLES

This is to certify that **JIGNASHA PATEL**, is an active registered voter in Precinct **701** of **FRONTIER** Township of St. Charles County, having registered on **07/16/2009**. We further certify that the following information was given, under oath, by the applicant:

Current Address:

461 OLDE COURT RD

ST CHARLES, MO 63303

Age or Birth Date: **08/31/1976**

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 **May 26, 2023**.

Attest:

A handwritten signature in black ink, appearing to read "KMB".

Director of Elections



Date of this notice: 06-06-2023

Employer Identification Number:
93-1727581

Form: SS-4

Number of this notice: CP 575 A

MA BAHUCHAR LLC
MINI MARKET 6
% JIGNASHA PATEL MBR
461 OLDE COURT RD
SAINT CHARLES, MO 63303

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-1727581. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

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

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2023
Form 940	01/31/2024
Form 1065	03/15/2024

Your Form 11C and/or 730 becomes due the month after your wagering starts.

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

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

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

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

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

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

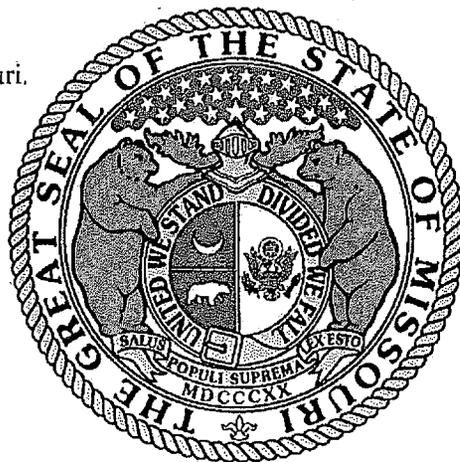
MA BAHUCHAR, LLC
LC014468987

filed its Articles of Organization with this office on the 6th 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 6th 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 6th day of June, 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

LC014468987
Date Filed: 6/6/2023
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
MA BAHUCHAR, LLC

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

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

TO OWN AND OPERATE LIQUOR STORE, AND TO PERFORM ANY AND ALL LEGAL ACTIVITIES AS PERMITTED BY THE STATE OF MISSOURI

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

JIGNASHA PATEL 461 Olde Court Rd Saint Charles, MO 63303-4075
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 additon to a physical street address):

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

Table with 3 columns: Name, Address, City/State/Zip. Rows include PATEL, JIGNASHA and PATEL, DEV.

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: RAJESH VORA
Address: Email: arti@rajvoracpa.com
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):

461 Olde Court Rd

Saint Charles, MO 63303-4075

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:

JIGNASHA PATEL

Organizer Signature

JIGNASHA PATEL

Printed Name

06/06/2023

Date of Signature

DEV PATEL

Organizer Signature

DEV PATEL

Printed Name

06/06/2023

Date of 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

X001770320
Date Filed: 6/22/2023
Expiration Date: 6/22/2028
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: MINI MARKET 6

Business Address: 22 Patterson Plz
(PO Box may only be used in addition to a physical street address)

City, State and Zip Code: Florissant, MO 63031-3007

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%
MA BAHUCHAR, LLC	LC014468987	461 Olde Court Rd	Saint Charles, MO	63303 - 4075	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)

MA BAHUCHAR, LLC - Jignasha Patel MA BAHUCHAR, LLC - JIGNASHA PATEL 06/22/2023
Owner's Signature or Authorized Signature of Business Entity Printed Name Date

Name and address to return filed document:
 Name: jagdish patel
 Address: Email: jagdish405@hotmail.com
 City, State, and Zip Code: _____

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

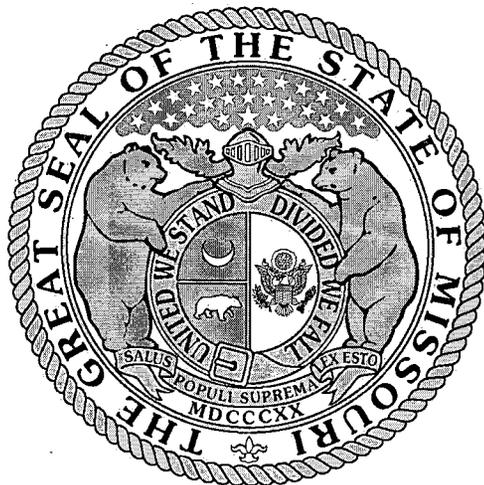
I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

MA BAHUCHAR, LLC
LC014468987

was created under the laws of this State on the 6th day of June, 2023, and is active, having fully complied with all requirements of this office.

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



Certification Number: CERT-06222023-0132



Agenda Request Form

For Administration Use Only:

Meeting Date:

Open Closed

Report No. 11/2023

Date Submitted:**To:** City Council**Title:** Request to approve a Beer and Wine and Sunday License for Thai Kitchen located at 8458 N. Lindbergh Blvd.**Prepared by:** City Clerk**Department:** City Clerk**Justification:**

Please see attached application

Attachments:

1. Liquor License application

#14

APPLICATION FOR LIQUOR LICENSE

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

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

The undersigned hereby makes application for the renewal of liquor license issued under Chapter 600 of the Florissant Code of Ordinances.

Type of License Requested:

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

Name of **Business**: THAI KITCHEN Phone: (314) 695-5039

Business Address: 8458 N LINDERGH BLVD Email: thaikitchen01@gmail.com

Names of **Applicant, Corp., or LLC**: ONGART LLC

Address of Owner: 943 ZOHNER CT, FLORISSANT, MO 63031 Phone: (314) 422-6749
Street City State Zip

Name of **Managing Officer**: SOMBUT ONGARTSUTIKUL

Home Address: 943 ZOHNER CT, FLORISSANT, MO 63031 Years at Address: 2021
Street City State Zip

Managing Officer: Date of Birth: 01/01/1971 Cell Phone: (314) 422-6749

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

Email: thaikitchen01@gmail.com

Managing Officer: Personal Property Taxes 2022 Paid? Yes No (Attached recent)

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

Have you ever been arrested? NO What Charge? _____

Where? _____ Disposition? _____

Citizen of U.S.A.? Yes No Naturalized? Yes Date 01/27/2023 No

If Naturalized, Give Number: 44184326 Dist. EASTERN MO
(Provide Documents)

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

Give details: _____

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

If so, when & where? _____

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

Give details: _____

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

Give details: _____

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

Give details: _____

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

Provide name: _____

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

If Individual Applicant:

If Partnership, Corp., or LLC, complete below:

THAI KITCHEN

Trade Name



Signature of Managing Officer

S

STATE OF MISSOURI) SS
COUNTY OF ST. LOUIS)

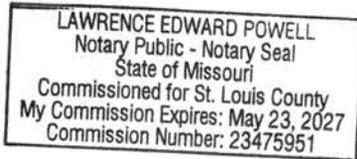
SOMBUT ONGARTSUTIKUL, of lawful age, being first duly sworn upon _____
(Individual or Managing Officer)

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

N

Sombut ONGARTSUTIKUL
Signature of Individual or Managing Officer

Subscribed and sworn to before me this May day of 23, 2023.



Lawrence Edward Powell
Notary Public

My Commission Expires: 5-23-2027

APPLICATION MUST BE SWORN TO BEFORE A PUBLIC NOTARY.

SUPPLEMENT TO APPLICATION FOR LIQUOR LICENSE
CORPORATION & LIMITED LIABILITY COMPANY:
Copy of Certification of Incorporation/Registration &
Articles of Organization papers must be attached

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

Date 07/03/2023

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

1. FULL NAME: SOMBUT ONGARTSUTIKUL
SOC. SEC. NO. [REDACTED] SEX: M
DATE OF BIRTH: 01/01/1971 PLACE OF BIRTH: THAILAND
PHONE NUMBER: (314) 422-6749
ADDRESS: 943 ZOHNER CT, FLORISSANT, MO 63031
LAST PREV. ADDRESS: 1408 KEARNEY DR., OFALLON, MO 63368
NO. OF YEARS AT ADDRESS: 6+

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

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

PLEASE FILL OUT THIS FORM AND RETURN WITH YOUR LICENSE APPLICATION

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

EMERGENCY CONTACT INFORMATION

OWNER OF PROPERTY JEFF KEEVEN PHONE 314-504-4384
ADDRESS 8460 N LINDBERGH, FLORISSANT, MO 63031
NAME OF BUSINESS THAI KITCHEN PHONE (314) 695-5039
ADDRESS 8458 N LINDBERGH, FLORISSANT, MO 63031
BUSINESS HOURS 11 AM - 8:30 PM WED - MON, TUE CLOSED
OWNER/MANAGER SOMBUT ONGARTSUTIKUL PHONE (314) 422-6749
HOME ADDRESS 943 ZOHNER CT, FLORISSANT, MO 63031

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

CONTACT #1 HAS KEY YES NO
NAME CHALALAI ONGARTSUTIKUL ADDRESS 943 ZOHNER CT
CITY & STATE FLORISSANT, MO 63031 PHONE (314) 422-6749

CONTACT #2 HAS KEY YES NO
NAME _____ ADDRESS _____
CITY & STATE _____ PHONE _____

ARE THERE LIGHTS LEFT ON AFTER HOURS? YES NO
IS ANYONE AUTHORIZED TO BE ON THE PREMISES AFTER BUSINESS HOURS? YES NO

IF YES, WHO? _____
ARE ANY VEHICLES PARKED AT YOUR BUSINESS AFTER HOURS? YES NO

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

DO YOU HAVE A SAFE OF ANY KIND? YES NO

WHERE IS IT LOCATED? _____

CAN IT BE SEEN FROM THE OUTSIDE? YES NO

IS YOUR BUSINESS PROTECTED WITH AN ALARM SYSTEM? YES NO

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

#15

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

Authorizing the sale of retail liquor by the drink or package in the City of Florissant on **SUNDAY** from 9:00 am to midnight.

TYPE OF OPERATION:

Individual Partnership Corporation Limited Liability Corp

NAME OF BUSINESS THAI KITCHEN

LOCATION 8458 N LINDBERGH BLVD **PHONE** (314) 695-5039

EXACT TRADE NAME, LLC, OR CORP ONGART LLC

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

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

STATE OF MISSOURI)SS
COUNTY OF ST. LOUIS)

I SOMBUT ONGARTSUTIKUL of lawful age, being first duly sworn upon my oath, depose and say that I (Print name of Managing Officer) have read this application and that I fully understand the same; that I know the contents thereof and the statements contained therein and that the same are true of my own knowledge.

Sombut Ongartsutikul

Signature of Individual or Managing Officer

Subscribed and sworn to before me this 11th day of 2023.

LAWRENCE EDWARD POWELL
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: May 23, 2027
Commission Number: 23475951

My Commission Expires: 5-23-2027

Lawrence Edward Powell
Notary Public

CITY OF FLORISSANT



FLORISSANT, MISSOURI

WAIVER

Authorization to complete record check

I, SOMBUT ONGARTSUTIKUL, RESIDING AT

943 ZOHNER CT IN THE

CITY OF FLORISSANT STATE OF
MISSOURI

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

N

Witness

Sombut Ongartsutikul
Signature

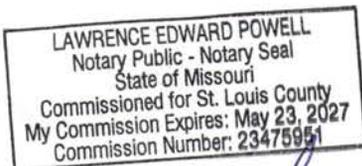
Date

01/01/1971
Date of Birth

Social Security Number

Driver's License Number

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



Lawrence Edward Powell



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: 07/06/2023

Name (1): SOMBUT ONGARTSUTIKUL

Name (2):

Name (3):

Date Of Birth: 01/01/1971

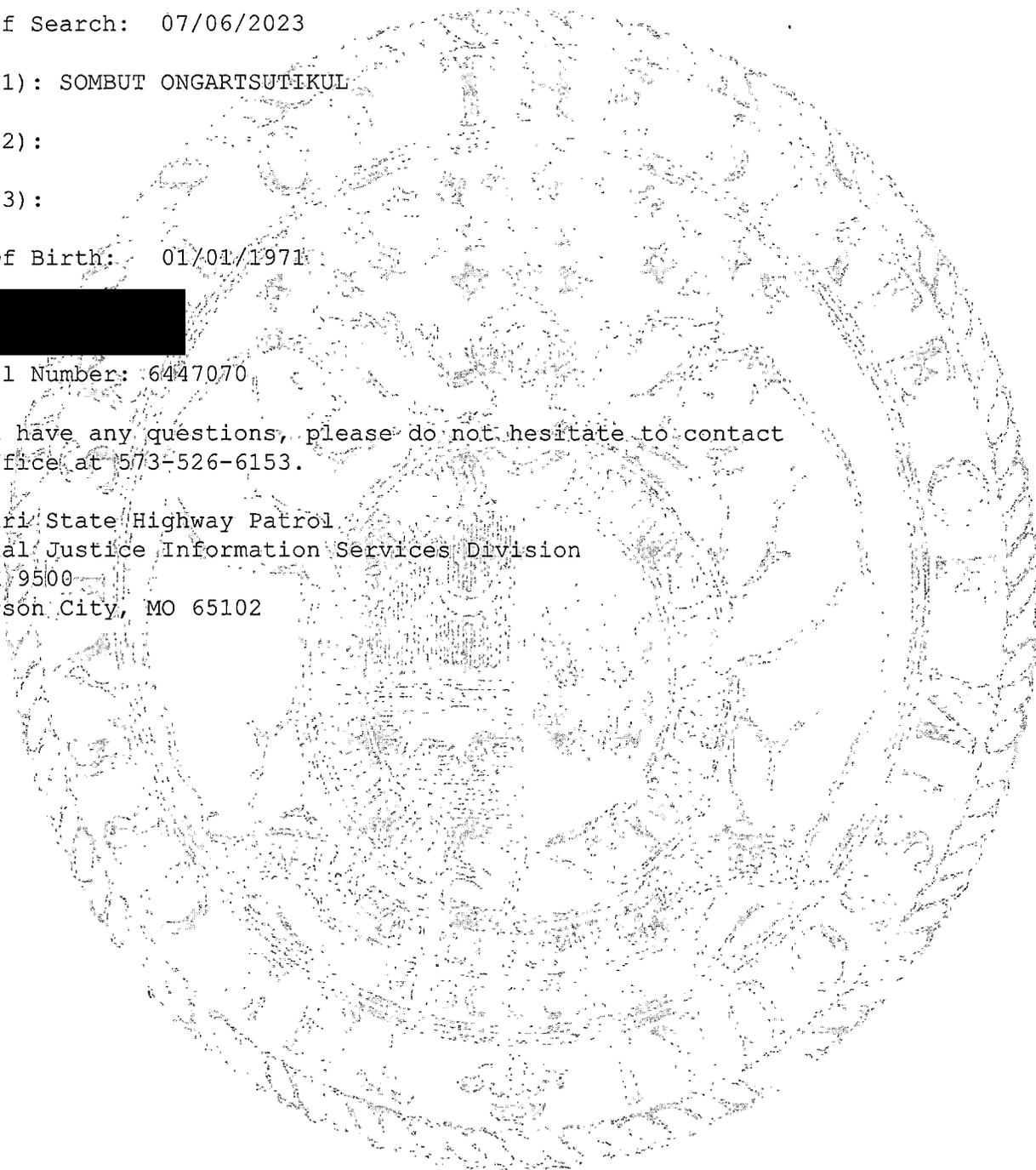
SSN:



Control Number: 6447070

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

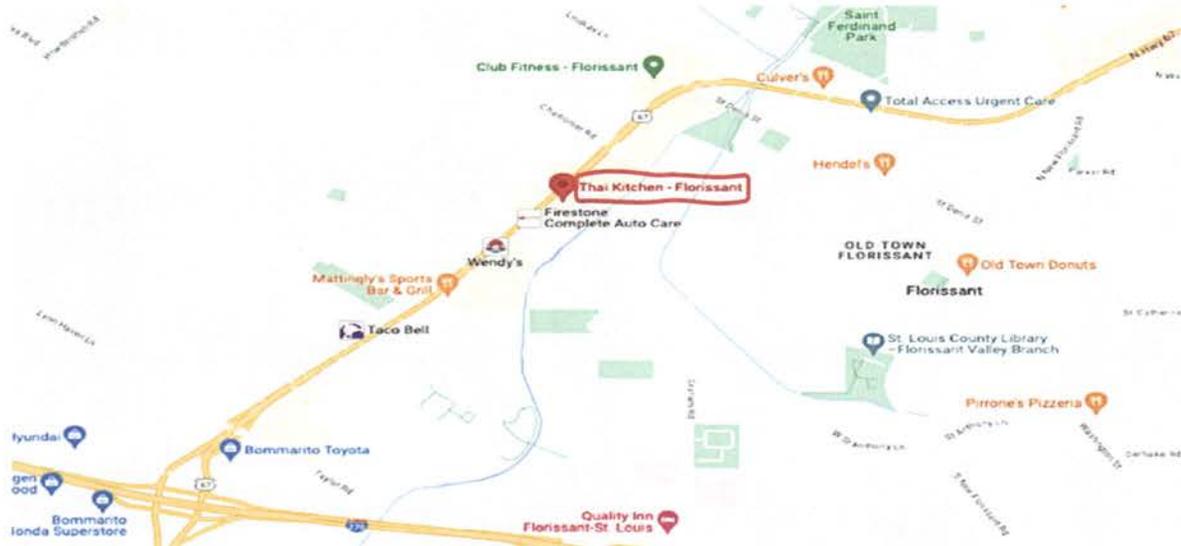
Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102



1 & 2. pictures of Managing Officer and LLC officer, same person.



3. Picture of Location: Thai Kitchen, 8458 N Lindbergh Blvd.



4. voter registration for managing officer, Sombut Ongartsutikul.

Saint Louis COUNTY
ELECTION BOARD
725 NORTHWEST PLAZA DRIVE
ST. ANN, MO 63074

NONPROFIT
US POSTAGE
PAID
SAINT LOUIS, MO
PERMIT NO 2160



RETURN SERVICE REQUESTED

Precinct: NW.039 Party: Unaffiliated
Voter ID: 752503574

Saint Louis COUNTY
ELECTION BOARD
2023

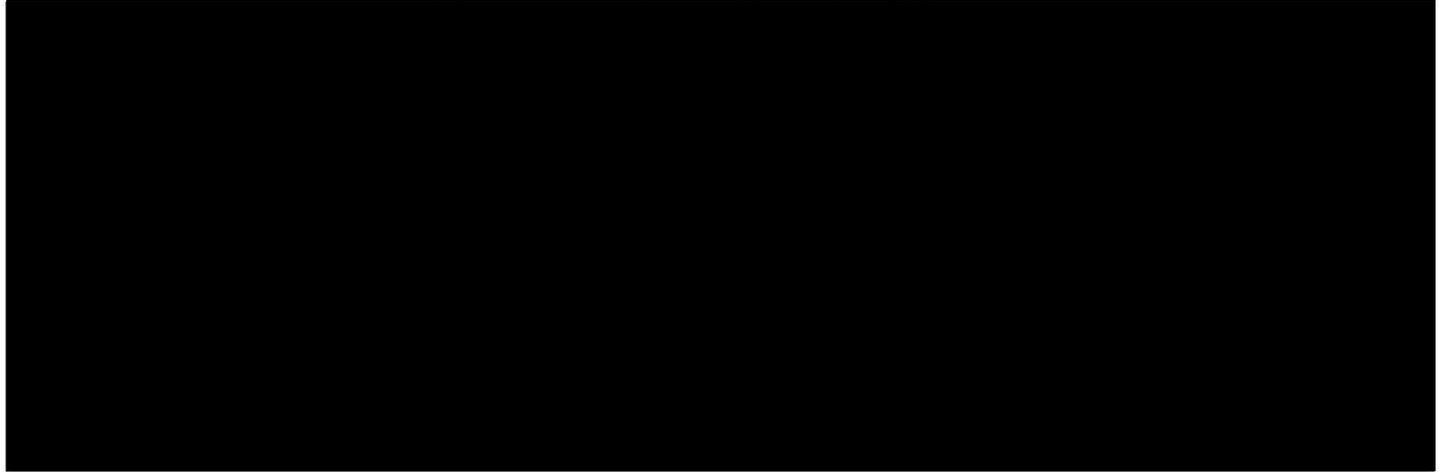
ADDRESS VERIFICATION NOTICE
Sombut Ongartsutikul
943 Zohner Ct
Florissant MO 63031-8549

17
10
4004



5. Bill of Sale: N/A

6. Lease Signed: See attachment.



8. LLC certificate and articles.

9. Petition: See attachment.

10. No school, church, playground, or place of worship is within 100 feet of the restaurant.

11. fictitious name report: See attachment.

12. personal property tax receipt of Managing Officer: See attachment.

13. Documentation of naturalized citizens: See attachment.

14. Application

15. Sunday Application

MEADOW PARK PLAZA LEASE

THIS AGREEMENT made this 1st day of July 1, 2023 between Keeven Development, herein called "Lessor", and ONGART LLC THAI KITCHEN, herein called "Lessee".

WITNESSETH:

Lessor and Lessee hereby agree with each other as follows:

1. Premises: In consideration of the rent to be paid and the other covenants and agreements to be performed or observed by Lessee, Lessor hereby leases unto Lessee and Lessee hereby leases from Lessor the premises (herein referred to as the "premises" or "Demised Premises") described in Exhibit A attached hereto and made a part hereof by reference, upon the terms and conditions herein set forth. The premises located at 8458 N. Lindbergh shall consist of approximately 2,000 square feet measured to the outside of the front and rear walls and to the middle and inside of sidewalls.

2. Term. To have and to hold the Premises for an initial term consisting of Five (5) year beginning on the date of JULY 1st 2023 and ending on JUNE 30 2028.

3. Basic Rent. Rental shall be Thirty Four Thousand Two Hundred Dollars per Year. (\$2,850.00) per Month for the first 5 Years. Option to renew lease for a additional 5 Years the rent will increase 4% per Year. All rent shall be paid at the office of Keeven Development LLC, 6754 Barnwood Dr., Hazelwood, Missouri 63042 or at such other place Lessor, from time to time may direct in writing.

Options to Renew:

(a) Lessor hereby grants to Lessee the option to extend this Lease for an additional term of one (1) years, commencing upon the expiration of the initial term. Lessee shall exercise its option to extend the term of this lease by written notice to Lessor at least six (6) month prior to the date of expiration of the initial term of this lease. The option period shall be upon the same terms, covenants and conditions as those provided in this lease for the initial term of this lease.

If any monthly rental installment is not received by Lessor on or before the tenth day of the month for which said monthly installment is due, a service charge of \$10.00 shall become due and payable in addition to the monthly installment owed. If any rent or additional rent check from Lessee is returned unpaid by the bank upon which it is drawn for any reason, Lessee agrees to pay Lessor a service charge of \$25.00 upon demand. The parties agree that said service charges are for the purpose of reimbursing Lessor for the extra costs and expenses incurred in connection with the collection, handling, and processing of late monthly installment and returned checks.

4. Use. The Premises shall be used or occupied only for the purpose for (Thai-Kitchen Restaurant) for no other purpose. At Lessee's expense, Lessee shall obtain from appropriate governmental agencies any and all permits, licenses and approvals required to permit Lessee to occupy the Premises for the purpose herein stated.

5. Public Liability and Other Insurance. Lessee covenants to provide on or before the commencement of the initial term of this Lease and to keep in force during the entire term of this Lease and renewal periods a comprehensive liability policy of insurance which names Lessor, its designee(s) and Lessee as insured, and which protects them against any liability for injury to persons and/or property and death of any person (s) occurring in, on or about the Premises, or any appurtenances thereto. Each such policy is to be written by one or more responsible insurance companies satisfactory to Lessor, and the limits of liability thereunder shall not be less than the amount of Five Hundred Thousand (\$500,000.00) in respect to injuries to persons in any one accident, and comprehensive in the amount of Five Hundred Thousand Dollars (\$500,000.00) in respect to property damages. Lessee shall also provide and keep in force insurance coverage on all plate and other glass in the Premises for and in the name of Lessor and Lessee.

(1)

All such insurance may be carried under a blanket policy covering the Premises and any other of Lessee's stores. Lessee agrees to deliver to Lessor at least fifteen (15) days prior to the time such insurance is first required to be carried by Lessee, and thereafter at least fifteen (15) days prior to the expiration of any such policy, either a duplicate original hereunder together with evidence of payment therefor and including an endorsement which states that such insurance may not be canceled except upon ten (10) days written

notice to Lessor.

6. **Fire Insurance Rate.** Lessee agrees, at its own cost and expense, to comply with all of the rules and regulations of the Fire Insurance Rating Organization having jurisdiction, or any similar body. If, at any time or from time to time, as a result of or in connection with any failure by Lessee to comply with the foregoing sentence or any act of omission or commission by Lessee, its employees, agents, contractors or licensees, or as a result of or in connection with the use to which the Demised Premises are put by Lessee (notwithstanding that such use may be for the purposes herein before permitted or that such use may have been consented to by Lessor), the fire insurance rate(s) applicable to the Demised Premises, or the building in which same are located, or to any other premises in said building, or to any adjacent property owned or controlled by Lessor, or an affiliate of Lessor and/or to the contents in any or all of the aforesaid properties, shall be higher than that which would be applicable for the least hazardous type of occupancy legally permitted therein, lessee agrees that it will pay to Lessor, on demand, as additional rent, such portion of the premiums for all fire insurance policies in force with respect to the aforesaid properties and the contents of any occupant thereof as shall be attributable to such higher rate(s). If Lessee installs any electrical equipment that overloads the lines in the Demised Premises or the building in which the Demised Premises are located, Lessee shall at its own cost and expense, make whatever changes are necessary to comply with the requirements of the Board of Fire Insurance Underwriters or an similar body and any governmental authority having jurisdiction thereof. For the purposes of this paragraph, any finding or schedule of the Fire Insurance Rating Organization having jurisdiction thereof shall be deemed to be conclusive.

7. **Fire and Other Casualties.** If the building or other improvements of which the Premises are a part shall be damaged or destroyed by fire or other casualty covered by Lessor's fire and extended coverage insurance, Lessor shall proceed promptly and with all reasonable diligence to repair and restore the building and other improvements so damaged or destroyed to the condition the same were immediately prior to such damage or destruction, with such changes, if any, as Lessor and Lessee may agree upon. The damage or destruction of the building or other improvements shall not give either party the right to terminate this Lease. No rental or additional rental under this Lease shall be abated on account of any damage or destruction of such building or other improvements. If the premises and other improvements are not repaired and restored in accordance with this paragraph within 90 days after said damage or destruction, then Lessee may terminate this Lease by written notice to Lessor given within 120 days after the date of said damage or destruction.

8. **Utilities.** Lessee shall pay all charges for all utilities, including but not limited to electricity, gas, water, fuel, trash, and telephone services (including the installation of telephone equipment) used in or on the Premises, including utilities used by Lessee prior to the term, as they become due and payable and shall contract for such utilities in its own name. Lessor shall not be responsible for any discontinuation or interruption of any utility service and no such discontinuation or interruption shall give either party the right to terminate this Lease. The rent and additional rent provided for by this Lease shall not be abated because of any such discontinuation or interruption.

9. **Repairs and Alterations.**

A. **Lessor's Obligation to Repair:** Lessor shall, upon reasonable notice from Lessee, make necessary structural repairs to the exterior walls and shall keep in good order, condition and repair the exterior foundations, the structure of the roof of the Premises and the plumbing and sewage system outside of the building in which the Premises are located (but excluding the exterior and interior of all windows, doors, plate glass, store front signs, which shall be Lessee's sole obligation to repair and/or replace, and repairs required by any casualty except as otherwise covered by the provisions of the Lease under Paragraph 9 hereof) except for any damage caused by any act, omission or negligence of Lessee, any sublessee or concessionaire, or their respective employees, agents, invitees, licensees or contractors.

B. **Lessee's Obligation to repair:** Except for those matters within Lessor's obligation to repair, Lessee shall keep and maintain in good order, condition and repair the Premises, and any part thereof, including specifically, but not being limited to, the inside walls, ceilings, floors door and door jambs, both

(2)

inside and outside, loading docks, windows and window casings and sills, both inside and outside, and plate or other glass windows and doors, and to make at Lessee's expense, all repairs and to do all acts of maintenance becoming necessary during the term of this Lease to, and to replace all worn out and broken parts of, the heating, plumbing and electrical systems and equipment as well as the air conditioning and sprinkler systems and equipment, if any. If Lessee does not maintain the Premises in good and tenant able repair or does not make all necessary repairs as required herein, then, after ten (10) days written notice to Lessee of the need for such maintenance or repairs, if Lessee does not commence said necessary

maintenance or repairs within said ten (10) day period, Lessor may, but shall not be obligated to, perform such maintenance or make such repairs, and Lessee agrees to reimburse Lessor for the cost of such maintenance or repairs upon demand. Lessor will assign to Lessee any warranties on heating and air conditioning equipment.

Any penetration of the roof membrane made on the account of Lessee shall be made only by reputable roofers approved by Lessor and at Lessee's sole expense. Said approval shall not be unreasonably withheld. Lessee shall at its expense in the spring and fall of each year have a preventative maintenance service call made by a reputable contractor acceptable to Lessor for the purpose of inspecting, cleaning, maintaining and servicing the heating and air conditioning systems. Lessee shall send Lessor a copy of the service report and of the paid invoice by June 1st or November 1st respectively.

C. Alterations. Lessee shall, at Lessee's expense, make such alterations and modifications to the Premises as may be required by building or other applicable regulations or codes in jurisdiction in which the Premises are located. Furthermore no such alterations and modifications, or any other alteration, modification, addition or installation Lessee may wish to make, shall be made unless Lessor shall first have given written approval of the plans and specifications therefor, and shall have been protected, to Lessor's satisfaction against any cost or damage incident thereto, and unless Lessee shall first have secured all necessary building and other permits. All such alterations, modifications, additions, or installations, when made, shall become, unless Lessor elects otherwise as provided in paragraph 21 hereof, the property of Lessor and shall remain upon and be surrendered with said Premises as a part thereof at the end of the term of this Lease. Lessor agrees that it will not unreasonably withhold its consent to any such alterations, modifications, additions or installations. If the Lessee should make any such alterations, the Lessee hereby agrees to indemnify and defend the Lessor from any liability which may devolve upon the Lessor as a consequence thereof.

10. Liens. Lessee shall not do or allow anything to be done whereby the Premises, or any part thereof, may be encumbered by a mechanic's lien or similar lien, and if, whenever and as often as any mechanic's or other similar lien is filed against the Premises, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Premises, done by, for or under the authority of Lessee, or anyone claiming by, through or under it, Lessee shall discharge the same of record within ten (10) days after service upon it of notice of the filing thereof. And Lessee resumes any liens occurred in the business 8458 N. Lindbergh, Florissant, Mo.63031.

11. Condemnation.

A. Total or Substantial Condemnation: If the whole of the Premises shall be taken for any public or any quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that title shall be taken. If any part of the Premises shall be so taken as to render the remainder thereof unusable for the purposes for which the Premises were leased, then Lessor and Lessee shall each have the right to terminate this Lease on thirty (30) days' notice to the other given within ninety (90) days after the date of such taking. In the event that this Lease shall terminate, or be terminated, or if access to the Premises is taken or if more than 25% of the shopping center is taken, the rental shall, if and as necessary, be adjusted to the date of the taking.

B. Partial Taking Where Lease Unaffected: If any part of the Premises shall be so taken and this Lease shall not terminate or be terminated under the Provisions of Paragraph A hereof, then the rental shall be equitably apportioned according to the space so taken, and Lessor shall, at its own cost and expense, restore the remaining portion of the Premises to the extent necessary to render same reasonably suitable for the purposes for which the premises were leased, and shall make all repairs to the building in which the Premises are located to the extent necessary to constitute the remaining portion of the building a complete architectural unit, provided that such work shall not exceed the scope of the work required to be done by Lessor in originally constructing such building.

(3)

C. In the event of a taking of the whole, or substantially all or less than substantially all of the Premises, Lessee shall have no claim against Lessor and Lessee shall not have any claim or right to any portion of the amount awarded as damages or paid as a result of such taking; it being agreed that the full amount of such award made by the taking authority shall be paid to and retained by Lessor, free of any claim by Lessee to any portion thereof, and all rights of Lessee thereto, if any, are hereby assigned by Lessee to Lessor. Lessee shall have no claim against Lessor for the value of the unexpired term of this Lease.

12. Parking and Common Areas.

A. Lessor to Provide Parking Area: Lessor shall provide a parking area for the common use of the tenants of the shopping center. Lessee shall have the non-exclusive right to use, for its intended purposes, such parking area for itself, its employees, agents, invitees and licensees, subject, however, to the right given Lessor and the other Lessee's. Lessor shall have the right to change the size, location, elevation and/or nature of the parking area. It shall be Lessor's obligation to have the parking area blacktopped, striped and available for use at the time Lessee opens for business and the parking area shall be available for use by Lessee's customers as well as customers of other businesses in the shopping center.

Lessor shall have the right with respect to the parking area:

- (i) To change the entrances, exits, driving lanes and parking areas as Lessor deems necessary;
- (ii) To close temporarily all or any portion thereof to discourage non-customer use;
- (iii) To establish, modify or enforce reasonable rules or regulations with respect to the use of said area, and Lessee agrees that it, its concessionaires and their respective employees, agents invitees and licensees shall comply with such rules and regulations upon notice thereof.

13. Lessee's Operations. Lessee shall not perform any acts or carry on any practices which may injure the Premises or be a nuisance or a menace to other Lessee's of Lessor, and shall keep the Premises under its control, clean and free from rubbish and dirt at all times and free of insects, rodents, vermin, termites and other pests and in a clean and sanitary condition in accordance with the laws, directions, rules and regulations of the governmental agencies having jurisdiction, at the sole cost and expense of Lessee; and in all respects Lessee shall comply with all requirement of law applicable to the Premises. Lessee shall not operate any machinery in the Premises which may cause excessive vibration or damage to the Premises and shall not use a loud speaker which can be heard outside the Premises, or extend curb service to customers. Lessee shall observe all reasonable rules and regulations established by Lessor from time to time for the conduct of tenants of the shopping center so long as the same are not discriminatory with respect to Lessee, but Lessor shall, except in an emergency, give Lessee at least five (5) days notice of the establishment thereof.

Lessee shall not use the sidewalk adjacent to, or any other space outside the Premises for display or sale of merchandise or any other purpose, unless approved by Lessor. Lessee shall not misuse the plumbing facilities in the Premises. Lessee shall place his trash, waste and refuse in one of the trash receptacles furnished by Lessor for use of the Lessee's of the shopping center.

(4)

Lessee will not conduct any auction, "Lost our Lease", fire, going-out-of business, or bankruptcy sales (except pursuant to court order) without first obtaining Lessor's written consent, or utilize any unethical method of business operation, provided however, that this provision shall not preclude the conduct of periodic, seasonal, promotional or clearance sales. Lessee will not use or permit the use of any apparatus for sound reproduction or transmission of any musical instrument in such manner that the sounds so reproduced, transmitted or produced shall be audible beyond the interior of the lease Premises; will not cause or permit odors or gases to emanate or be dispelled from the Premises; and will not solicit business in the parking lot or other common areas or distribute handbills or other advertising matter in said areas.

Lessee will not operate an incinerator or burn trash or garbage; will not receive or ship articles of any kind except through the rear of the Premises; will conduct its business in the Premises in all respects in a dignified manner and in accordance with high standards of store operation; will not deface or injure the quiet enjoyment of any other tenant in the Shopping Center.

Except for those exclusively for the use by employees of Lessee which are not visible from the sales area of Lessee or the exterior of the premises. Lessee shall not operate any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services, including but not limited to, pay telephones, scales, and amusement devices and machines for the sale of beverages, foods, candy, cigarettes or other commodities, without the prior written consent of the Lessor.

14. Signs. Lessee agrees not to erect or install any signs, decorations, or anything of any kind on the exterior of the Premises, not to place any advertising signs or posters on the interior of the show windows, and not to change the color of the exterior painting, without the prior written approval of Lessor, which will not be unreasonably withheld. Lessee shall requisite permits and licenses for all signs approved by Lessor and all such signs shall comply with all requirements of all authorities having jurisdiction over the premises. Lessor hereby approves Lessee's signs as shown on Exhibit B, which is attached hereto and incorporated herein by reference. If Lessor (at Lessor's sole cost and expense)

remodels the store fronts and/or fascia of the Shopping Center, Lessee or Lessor in Lessee's behalf, shall remove Lessee's signage (at Lessee's cost and expense). At the completion of the remodeling, Lessee may erect signage in accordance with the then current shopping center sign regulations.

15. Assignment and Subletting. Lessee shall not, voluntarily or by operation of law, assign or in any manner transfer or otherwise encumber this Lease or any estate, interest or benefit therein, or sublet the Premises or any part thereof, or enter into a license or concession agreement, or permit the use of the Premises or any part thereof by anyone other than Lessee without the prior written consent of Lessor, and any such unauthorized act shall be grounds for termination of this Lease by Lessor, at the option of the Lessor. Lessor agrees not to unreasonably withhold its consent. Lessor and Lessee agree that the following are reasonable criteria for the Lessor's evaluation of the request for approval and that the Lessor may consider them and such other relevant factors as shall bear on a specific request.

- (a) Whether the proposed use is permitted under the lease;
- (b) Whether the use of the Premises will violate any other agreements affecting the Premises, the Lessor, or any other tenants in the Shopping Center;
- (c) Whether the proposed operator has a financial net worth and operating and managerial experience sufficient to reasonably assure a successful operation;
- (d) Whether the reputation of the proposed operator conforms to generally accepted business standards;
- (e) Whether the proposed use adversely affects the tenant mix or retail image in the shopping center.

The request for consent by the Lessor shall be accompanied by an executed copy of the documents reflecting the assignment, sublease, license or concession agreement, or other arrangement, together with credit and financial information and data on the operating experience of the proposed operator.

For the purpose of this section, if Lessee is a corporation, any merger, consolidation, dissolution or liquidation or any change in the ownership of or power to vote the majority of the outstanding voting stock shall constitute an assignment. If Lessee is a partnership, any change in the partnership interest which results in a change in the present effective control of the Lessee by the person or persons having a majority interest therein on the date of this Lease shall constitute an assignment. Lessee shall promptly give Lessor notice of any such proposed assignment and failure to give such notice shall be deemed a default under this Lease. Lessee shall accompany such notice with the pertinent credit and financial information and data on prior experience if the operation and management of the premises is proposed to be changed.

(5)

Any assignment of this Lease or subletting of the Premises or any part thereof or grant of a license or concession with the written consent of the Lessor or any subletting or assignment not requiring the consent of Lessor shall not operate to release the Lessee named herein and such Lessee shall remain liable for the performance of all of the covenants and agreements herein contained to be performed by Lessee. Any consent by Lessor to any assignment, subletting, license or concession shall apply only to the specific transaction thereby authorized and shall not authorize any subsequent assignment, subletting, license or concession without the prior written consent of the Lessor.

If this lease is assigned or the Premises or any part thereof sublet without the Lessor's prior written consent, Lessor may collect rent from the assignee or sublessee and apply the net amount collected to the rents herein reserved, but same shall not be deemed a waiver of the covenant against assignment and subletting, or the acceptance of the assignee or subtenant as Lessee hereunder, or constitute a release of lessee from the further performance by Lessee of the terms and provisions of this Lease.

Provided that the use of the Premises is that permitted under the lease, none of the following assignments or sublettings or transactions shall be deemed to require the consent of the Lessor: (A) assignment or subletting by a corporate Lessee to any parent or wholly owned subsidiary corporation of the Lessee; (B) assignment or subletting by a corporate Lessee to any shareholder of the Lessee (defined as any party or entity with beneficial ownership of more than twenty (20%) of Lessee), or to any descendant or heir of such shareholder, or to any trust for the benefit of any of the foregoing shareholders or persons; or (C) any transfer of shares of stock in Lessee to or between the heirs or descendants or respective spouses of any of the shareholders, or to or between any of them, and a trust for the benefit of any of the foregoing persons, their heirs, descendants or respective spouses.

16. Access to Premises. *At any time during the term of this Lease, Lessee shall permit Lessor to enter and inspect the Premises and make such repairs as Lessor desires to make and permit Lessor to show the Premises to prospective purchasers at all reasonable times *during normal business hours upon two (2) days notice (except in an emergency) and within (90) days prior to the expiration of this Lease to show the Premises to prospective tenants and to exhibit therein notices for lease. Lessee shall permit Lessor to

erect, use and maintain pipes, wiring and conduits in and through the Premises.

17. Lessor not Liable. Lessee, for himself, his heirs, executors, administrators successors and assigns, hereby releases, relinquishes and discharges Lessor, its successors and assigns, its agents, servants and employees and lessee agrees that neither Lessor, nor its successors, assigns, agents, servants or employees shall be liable for, and Lessee waives all claims for, and claims, demands, damages and liability of any kind or nature whatsoever, arising out of, directly or indirectly from injury to or death of any person or persons and for damage to or loss of any property, resulting from or caused by, directly or indirectly, any defect, deterioration, or change in the condition of the Premises or the Shopping Center, or by the sprinkling systems, air conditioning or heating equipment, or any defect therein, or by any water, snow, frost or steam which may leak into, enter or flow into the Premises from any part of the Shopping Center or from any source whatever or by excessive heat or cold, or by falling plaster or other material, or by fire, explosive, smoke, or any other casualty or by broken glass, sewage, gas odors, or by the bursting or leaking of pipes or plumbing fixtures, or by any act or neglect of any other tenant or occupant of any other portion of the Shopping Center or their invitees or customers, or by any theft or burglary, or by the Premises or any other part of the Shopping Center becoming out of repair or from any act or neglect or Lessor or its agents, servants or employees, or from any cause whatsoever.

18. Indemnity. Lessee covenants and agrees to make no claim against Lessor and to assume the responsibility of defending, at Lessee's expense, any claim which shall be made against Lessor by any agent, employee or servant of Lessee or by others claiming the right to be on or in the Premises through or under Lessee for any injury, loss or damage to person or property occurring upon the Premises from any cause. Lessee covenants and agrees to indemnify and save harmless Lessor against and from any and all liability, damages, expense, causes of action, suits, claims or judgments of any person or persons, firm or corporation, arising out of or in any manner connected with injury or death to person, and damage to or loss of property, in or on the Premises, by reason of acts, failure to act or negligence of Lessee or Lessee's agents, servants, and employees or Lessor's negligence.

19. Default. This Lease is made on condition also that if any one or more of the following events (herein referred to as an "event of default") shall happen:

A. Lessee shall default in the due and punctual payment of the rent on any additional rent payable hereunder, and such default shall continue for ten (10) days after receipt of written notice from Lessor; or

(6)

B. Lessee shall neglect or fail to perform or observe any of the covenants herein contained on Lessee's part to be performed or observed and Lessee shall fail to remedy the same within thirty (30) days after Lessor shall have given to Lessee written notice specifying such neglect or failure (or within such additional period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within said thirty (30) days period); or

C. This Lease or the Premises or any part thereof shall be taken upon execution or by other process of law directed against Lessee, or shall be taken upon or subject to any attachment at the instance of any creditor of or claimant against Lessee, and said attachment shall not be discharged or disposed of within thirty (30) days after the levy thereof; or

D. Lessee shall vacate or abandon the Premises, or fail to operate Lessee's business in the Premises for more than thirty (30) days; or

E. Lessee shall be involved in financial difficulties as evidenced by (a) its making an assignment of all or a substantial part of its property for the benefit of its creditors, (b) its seeking or consenting to or acquiescing in the appointment of a receiver or trustee for all or a substantial part of its property, or of the Premises, or of its interest in this Lease (c) the entry of a Court Order without its consent which Order shall not be vacated, set aside or stayed within thirty (30) days from the date of entry (i) appointing a receiver or trustee for all or a substantial part of its property; then, in any such event, Lessor shall have the right at its election, then, or at any time thereafter, and while such event of default shall continue, and without limiting Lessor in the exercise of any other right or remedy Lessor may have on account of such default, either:

(1) To give Lessee written notice of their termination of this Lease on the date of such notice or on any later date specified therein; and on the date specified in such notice, Lessee's right to possession of the Premises shall cease and this Lease shall thereupon be terminated; or

(2) Without demand or notice to re-enter and take possession of the Premises, or any part thereof, and repossess the same as of Lessor's former estate and expel Lessee and those claiming through or under Lessee, and remove the effects of both or either (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants. Should Lessor elect to re-enter as provided in this paragraph (2), or should Lessor take

possession pursuant to legal proceedings or pursuant to any notice provided by law, Lessor may, from time to time, without terminating this lease, relet the Premises, or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor may deem advisable, with the right to make alterations and repairs to the Premises. No such re-entry or taking of possession of the Premises shall be construed as election on Lessor's part to terminate this Lease unless a written notice of such termination is given to Lessee or unless said termination is decreed by a court of competent jurisdiction.

No termination or repossession referred to in this paragraph shall relieve Lessee of its liability and obligations under this Lease, all which shall survive such termination or repossession.

In the event of any such termination or repossession, Lessee shall pay the rent and all additional rent and other sums as herein provided up to the time of such termination or repossession and thereafter, Lessee, until the end of what would have been the term of this Lease in the absence of such termination or repossession and whether or not the Premises shall have been relet, shall be liable to Lessor for, and shall pay to Lessor;

A. The rent, and additional rent and other sums as herein provided, which would be payable hereunder if such termination or repossession had not occurred;

less

B. The net proceeds, if any, of any reletting of the Premises, after deducting all Lessor's expenses in connection with such reletting, including, without limitation, all repossession cost, brokerage commissions, legal expenses, attorney's fees, expenses of employees, alteration costs and expenses of preparation for such reletting.

Lessor shall pay such sums to Lessor on the days on which the basic rent would have been payable hereunder if this Lease had not been terminated, and Lessor shall be entitled to receive the same from Lessee on each such day. In determining the amount of the additional rent which would be payable hereunder if such termination or repossession had not occurred, the parties agree that the said additional rent payable by Lessee during the calendar year preceding the calendar year in which such termination or repossession occurred.

(7)

The remedies of Lessor as herein provided are in addition to and not exclusive of any other remedy of Lessor herein given or which may be permitted by law. Any re-entry as provided for herein shall be allowed by Lessee without hindrance, and Lessor shall not be liable in damages or guilty of trespass because of any such re-entry.

Notwithstanding any other provision hereof, Lessor shall not be required to give any notice under this section more than twice during any one calendar year during the term of this Lease and, in the event of default by Lessee more than twice during any one calendar year during the term hereof, Lessor shall at its option have the right to exercise any remedy available to it for default of Lessee without affording Lessee the opportunity to cure such default.

20. No Waiver. No payment by Lessee or receipt by Lessor of an amount less than the monthly rent reserved in this Lease, shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check or a letter accompanying such payment of rent be deemed an accord and satisfaction, but Lessor may accept such payment without prejudice to Lessor's rights to collect the balance of the rent. The failure of Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease shall not be a waiver or a relinquishment for the future, of such covenant, but such covenant shall continue and remain in full force and effect. The receipt by Lessor of rent, with knowledge of any breach by Lessee of this Lease, shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision hereof shall be deemed to have been made unless in writing and signed by Lessor. The delivery of the keys to the Premises to Lessor shall not operate as a termination of this Lease or as a surrender thereof.

21. Surrender of Premises. Upon any expiration or termination of this Lease, Lessee shall surrender immediately possession of the Premises and all building and improvements then on the same to Lessor in good and tenant able repair in a broom clean condition, reasonable wear and tear and damage from fire or other casualty or peril excepted, and remove all goods and effects not belonging to Lessor. If possession be not immediately surrendered, Lessor, with or without process of law, may forthwith re-enter said Premises and repossess the same or any part thereof and expel and remove therefrom all persons and property, using such force as may be necessary without being deemed guilty of any unlawful act and without prejudice to any other legal remedy available to Lessor. Lessor shall hold the Premises after any such re-entry free of any right, privilege or estate of Lessee and without any duty or obligation to Lessee in

respect of any subsequent use, reletting or disposition of the Premises.

If Lessee shall not immediately surrender possession of the Premises at the expiration or termination of this Lease, Lessee shall become a Lessee from month to month, provided rent shall be paid to and accepted by Lessor, in advance at the rate of rental payable hereunder just prior to the expiration or termination of this Lease; but unless and until Lessor shall accept such rental from Lessee, Lessor shall continue to be entitled to re-take possession of the Premises without any prior notice whatever to Lessee. If Lessee shall fail to surrender possession of the Premises immediately upon the expiration of the term hereof, Lessee hereby agrees that all of the obligations of Lessee and all rights of Lessor applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy, whether or not a month to month tenancy shall have been created as aforesaid.

If Lessee shall have made any alterations, additions, installations or modifications in or to the Premises, whether consented to by Lessor or not, Lessee shall, if requested to do so by Lessor in writing prior to the expiration of the term of this Lease, remove the same or such thereof as may be specified in such notice, and repair any damage caused by such removal, all at Lessee's expense. If Lessee shall fail to perform any of the foregoing obligations, Lessor is authorized to do so in Lessee's behalf and to sell such articles and effects left on the Premises as may be salable. The proceeds of any such sale shall be applied toward the expenses thus incurred, and Lessee agrees to pay any balance promptly. At its option, Lessor may store such articles and effects in a public warehouse, as Lessee's agent and at Lessee's expense.

22. Security Deposit. Upon the execution of this Lease, Lessee shall deposit with Lessor the sum of (\$2,500.00) Twenty Five Hundred. Said deposit shall be held by Lessor, without liability for interest, as security for the faithful performance by Lessee of all the terms, covenants and conditions of the Lease by said Lessee to be kept and performed during the term hereof. If, at any time during the term of this Lease, any of the rent herein reserved shall be in default and unpaid, or any other sum payable by Lessee to Lessor or otherwise required to be expended by Lessee hereunder shall be in default and unpaid, then the Lessor may, at the option of the Lessor (but Lessor shall not be required to) appropriate and apply any portion of said deposit to the payment of any such defaulted rent or other sum.

(8)

In the event of the termination of this Lease, by expiration of time or otherwise, then at the option of Lessor, Lessor may appropriate and apply said entire deposit, or so much thereof as may be necessary to reimburse the Lessor for loss and or damage sustained by Lessor due to any breach of this Lease by Lessee.

In the event the Lease is not terminated, but the entire deposit, or an portion thereof, be appropriated and applied by Lessor under the terms and provisions hereof, then Lessee shall, upon the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore said security to the original sum, deposited, and Lessee's failure to do so within five (5) days of such written demand shall constitute a breach of this Lease. Should Lessee comply with all of said terms, covenants and conditions hereof and promptly pay all of the rental herein and all other sums payable by Lessee to Lessor or otherwise hereunder when due, the said deposit, or the balance remaining therein, shall be returned to Lessee without interest at the termination of this Lease by expiration of time or otherwise, once Lessee has vacated the premises.

Lessor may deliver the security deposit to the purchaser of Lessor's interest in the Demised Premises and thereupon Lessor shall be discharged from any liability with respect to such deposit, it being understood that Lessee shall thereafter look only to such purchaser with respect to the security deposit, its application and return.

(9)

25. Corporate Lessee. If Lessee is a corporation, the person(s) executing this Lease on behalf of Lessee covenant and warrant that Lessee is a duly incorporated and duly qualified corporation and authorized to do business in the state in which the Premises are located; and that the person(s) executing this Lease on behalf of Lessee is an officer or are officers of such Lessee, and that he or they as such officers were duly authorized to sign and execute this Lease.

26. Waiver of Subrogation. Lessor hereby releases Lessee and Lessee hereby releases Lessor from and against any and all claims, demand, liabilities or obligations whatsoever for damage to the property loss of rents or profits of either Lessor or Lessee resulting from or in any way connected with

any fire, accident or other casualty, whether or not such fire, accident or other casualty shall have been caused by the negligence or contributory negligence of either Lessor or Lessee or by any agent, associate or employee of either Lessor or Lessee to the extent that such damage or loss is insured under any insurance contract which at the time of such damage or loss permits waiver of subrogation right prior to a loss thereunder. In confirmation hereof, Lessor and Lessee shall execute an agreement of waiver of subrogation and deliver same to their respective insurance carriers.

27. **Broker's Commission.** Lessor and Lessee each covenant that they have not contracted with any real estate broker with respect to this Lease, nor has either party executed said Lease by reason of any action whatsoever on the part of any finder or real estate broker and each party further agrees to indemnify and save the other party harmless from any brokerage commission or finder's fee claimed arising out of this Lease.

28. **General.**

(a) The specific remedies to which Lessor or Lessee may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or threatened breach by either of them of any provision of this Lease.

(b) The covenants and agreements herein contained shall bind and insure to the benefit of Lessor and Lessee, and their successors and assigns, except as expressly otherwise herein provided.

(c) Each covenant, agreement or stipulation by a party hereto shall be performed at such party's own cost and expense, and without cost or expense to the other party.

(d) Any notice or demand required or permitted by law or any of the provisions of this Lease, shall be in writing. All notices or demands by Lessor to Lessee shall be deemed to have been properly given when sent by Registered or Certified Mail, return receipt requested, postage prepaid, addressed to Lessee at _____ or at such other place as Lessee may from time to time designate in a written notice to Lessor. All notices or demands by Lessee to Lessor shall be deemed to have been properly given when sent by Registered or Certified Mail, return receipt requested, postage prepaid, addressed to Lessor at 6754 Barnwood Dr. Hazelwood, Missouri 63042 or to such other place as Lessor may from time to time designate in a written notice to Lessee. Any such notice shall be deemed to be served on the date following such posting in the United States Mail.

(e) The headings or captions of paragraphs in this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease or the provisions of such paragraphs.

(f) No modification of any of the terms and conditions of this Lease, as expressed above, shall be effective unless reduced to writing and executed by both parties.

(g) The term "Lessee", as used herein shall be construed to mean Lessee, its successors and assigns, and the term "Lessor", as used herein, shall be construed to mean Lessor, its successors and assigns, except as otherwise provided herein.

(h) This Lease constitutes the entire agreement of the parties in respect of the premises, and there are no oral agreements between the parties.

(10)

(i) If any provisions of this Lease shall at any time be deemed to be invalid or illegal by any Court of competent jurisdiction, this Lease shall not be invalidated thereby; and in such event this lease shall be read and construed as if such invalid or illegal provision had not been contained herein.

(j) Lessor and Lessee shall within ten (10) days deliver to the requesting party an executed and acknowledged statement in writing certifying (i) that this Lease is unmodified and in full force and effect or if there has been any modification(s) thereof that the same is in full force and effect as modified, and stating the nature of the modification or modifications, (ii) that to its knowledge the requesting party is not in default under this Lease (or if any such default exists, the specific nature and extent thereof), and (iii) the date to which rent and other charges have been paid.

(k) If and so long as Lessee pays the rent and additional rent reserved by this Lease, and performs and observes all the covenants and provisions hereof to be performed or observed by Lessee, Lessee shall quietly enjoy the Premises, subject, however, to their terms of this Lease, without hindrance or ejection by any person lawfully claiming under Lessor.

It is fully understood and agreed that this covenant and any and all other covenants of Lessor contained in this Lease shall be binding upon Lessor and its successors and assigns only with respect to breaches occurring during its and their respective ownership of Lessor's interest hereunder. It is fully understood and agreed that with respect to any services to be furnished by Lessor to lessee or any

other obligation of lessor under this Lease, Lessor shall, in no event, be liable for failure to furnish the same when prevented or delaying in doing so as a result of strikes, lock-outs, labor disputes, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or after Lessor has exercised due diligence, inability to obtain, supplies, parts or employees necessary to furnish such services or do such work, or because of war or other similar emergency, or for any other causes beyond Lessor's reasonable control, or for any reasonable period of time for any cause due to any act or neglect of Lessee or its servants, agents, employees, licensees or any person claiming by, through or under Lessee, and in no event shall Lessor ever be liable to lessee for any indirect or consequential damages, nor shall the same affect the obligation of Lessee to pay rent hereunder and perform all other covenants and agreements hereunder on the part of Lessee required to be performed.

(l) In any suit or action concerning this Lease, the prevailing party shall be entitled to collect from the other party all court costs of such proceedings or actions and the reasonable attorney's fees of the prevailing party's attorney.

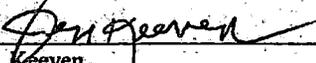
(m) It is understood and agreed that Lessor shall in no event be construed or held to be a partner or joint venturer of Lessee in the conduct of Lessee's business, nor shall Lessor be liable for any debts incurred by Lessee in the conduct of Lessee's business, but it is understood and agreed that the relationship between them is and at all times shall remain that of Lessor and Lessee, and no other.

(n) As used in this Lease the term "shopping center" means the Meadow Park Plaza shopping center, located at 8460 Suite 15, North Lindbergh Road, Florissant, Missouri 63031 as shown on Exhibit.

See attached special conditions agreement between Lessor and Lessee:

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names and affixed their seals, on the day and year first hereinbefore mentioned.

LESSOR: Keeven Development

By: 
Jeff Keeven
Keeven Development, LLC

LESSEE:

By: 
Sombut Ongartsutikul

KEEVEN DEVELOPMENT

**8460 North Lindbergh Blvd., Suite 15
Florissant, MO 63031**

PHONE: 314-921-2624 FAX: 314-921-6167

July 1, 2023

Attached special conditions agreement between Lessor and Lessee:

Keeven Development, LLC agrees to the terms for a lease at space consisting of Approximately 2,000 square feet located at 8458 N. Lindbergh, Florissant, MO 63031.

- (1) Lessor agrees to pay real-estate taxes, and building insurance, snow plowing, cutting grass and parking lot maintenance. Lessor agrees to pay for water, sewer and trash.**
- (2) Lessee responsible for (2) five ton air conditioners, Lessee responsible to maintain**
- (3) Lessor will give (1) Five year options at 4% increase per year**

#8

LC1767000
Date Filed: 03/01/2021
John R. Ashcroft
Missouri 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

Articles of Organization

Reference Number SR249199

Receipt Number TR718292

1. The name of the limited liability company is: Ongart LLC

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

THE TRANSACTION OF ANY LAWFUL BUSINESS FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE MISSOURI LIMITED LIABILITY COMPANY ACT CHAPTER 347 RSMO

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

Name SOMBUT ONGARTSUTIKUL

Address 8458 N LINDBERGH BLVD, FLORISSANT, Missouri, 63031-7136, United States

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

8458 N LINDBERGH BLVD, FLORISSANT, Missouri, 63031-7136, United States

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

Member

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

3/1/2021

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

Perpetual

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

Name SOMBUT ONGARTSUTIKUL

Address 8458 N LINDBERGH BLVD, FLORISSANT, Missouri, 63031-7136, United States

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

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

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

Name SOMBUT ONGARTSUTIKUL

Title Organizer

Date 03/01/2021

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

Ongart LLC
LC1767000

filed its Articles of Organization with this office on the 1st day of March, 2021, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on 1st day of March, 2021, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

Effective Date: March 1, 2021

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, the 1st day of March, 2021.


Secretary of State



PETITION

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

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

Thai Kitchen

NAME OF BUSINESS

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

8458 N Lindbergh Blvd

BUSINESS ADDRESS

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>
Chaojit RIEGERIX	Kim Joe Oriental Massage & Spa 8462 N Lindbergh Blvd, Florissant MO	314 972 9998 Chaojit RIEGERIX
Christina Paey	People Beauty Supply 8466 N Lindbergh Blvd, Florissant MO	314 837 3113
Taiwan Kim	Cricket Wireless 8452 N Lindbergh Blvd, Florissant MO	314 838 6000
Don Pham	Pro Nails Salon 8450 N Lindbergh Blvd, Florissant MO	314 839 0399
Jordan Goble	Domino's Pizza 8426 N Lindbergh Blvd, Florissant MO	314-838-5757
Ray Little	Blended Styles 8442 N Lindbergh Blvd, Florissant MO	314 858 6944
Samie Depp	ACE Cash Express 8434 N Lindbergh Blvd, Florissant MO	(314) 831-0303

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

Signature of Applicant Sombot ONBARISORNKUL
(Individual or Managing Officer)

Subscribed and sworn to before me this May day of 23 2023

LAWRENCE EDWARD POWELL
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: May 23, 2027
Commission Number: 23475951

Notary Public Lawrence Edward Powell

My Commission Expires: 5-23-2027

#11



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

X01436372
Date Filed: 03/01/2021
Expire Date: 03/01/2026
John R. Ashcroft
Missouri Secretary of State

Registration of Fictitious Name

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)

Reference Number SR249205
Receipt Number TR718309

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

Business name to be registered: THAI KITCHEN
Business Address: 8458 N LINDBERGH BLVD
City, State and Zip Code: FLORISSANT, Missouri, 63031-7136

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:

Charter #	Name of Owners, Individual or Business Entity	Address	If Listed, Percentage of Ownership Must Equal 100%
LC1767000	Ongart LLC	8458 N LINDBERGH BLVD, FLORISSANT, Missouri, 63031-7136, United States	100

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

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

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

Name SOMBUT ONGARTSUTIKUL **On Behalf of** Ongart LLC
Title Owner
Date 03/01/2021

#12

ST. CHARLES
COUNTY

Michelle D. McBride
Collector of Revenue

County Newsletter
Opt-In 

Owner Information

ONGARTSUTIKUL SOMBUT
1408 KEARNEY DR
OFALLON, MO 63368

Payment Information

Status	Paid
Last Payment Date	12/14/2022
Amount Paid	\$518.98
Payer Name	ONGARTSUTIKUL SOMBUT
Receipt Number	B22.51302

Property Information

Tax Year	2022
Account # / PIN	P2114300
Description	
Geo CD	I000
Situs Address	1408 KEARNEY DR

Bill Information

Bill Number	609057
Base Taxes	\$518.98
Penalty	\$0.00
Interest	\$0.00
Discount	\$0.00
Total Due	\$0.00

Classes

Personal Property

Data as of **01/07/2023**

Important Information

- **The online payment transaction receipt is NOT sufficient for license plate renewal.** The official Paid Personal Property Tax Receipt is needed and will be mailed from the Collector's Office. Please allow 5 business days for mail time and for the state to update its paid tax database.
- **To obtain a receipt immediately, DO NOT PAY ONLINE.** Come to the Collector's Office, pay your bill with card, cash, check or money order and leave with an official paid receipt.
- If no bill is showing, the Assessor may not have received a **Personal Property Assessment Form**
- This site and the pay-by-phone system cease to accept payments at the beginning of each month for about three business days to provide for the updating of statutory late payment interest and penalties.
- The "Data as of" date indicates the most recent change to the record displayed.
- This site shows the current owner of real estate and the history of taxes on the specific parcel. It does not display historical ownership information. Chain of title information is available in the **Recorder of Deeds** office.
- **Technical difficulties do not extend the time to pay without statutory late payment interest and penalties. If paying online or over the phone, pay early to avoid any issues.**

THE UNITED STATES OF AMERICA



CERTIFICATE OF NATURALIZATION

Personal description of holder
as of date of naturalization:

Date of birth: JANUARY 01, 1971

Sex: MALE

Height: 5 feet 06 inches

Marital status: DIVORCED

Country of former nationality:
THAILAND

USCIS Registration No. A064 521 346

I certify that the description given is true, and that the photograph affixed
hereto is a likeness of me.

Sombut Ongartsutikul

(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of
Homeland Security

at: SAINT LOUIS, MISSOURI

The Secretary having found that:

SOMBUT ONGARTSUTIKUL

residing at:

FLORISSANT, MISSOURI

having complied in all respects with all of the applicable provisions of the
naturalization laws of the United States, being entitled to be admitted as
a citizen of the United States, and having taken the oath of allegiance at a
ceremony conducted by

US DISTRICT COURT OF EASTERN MO

at: SAINT LOUIS, MISSOURI

on: JANUARY 27, 2023

such person is admitted as a citizen of the United States of America.

U. M. Jaddo

U. S. Citizenship and Immigration Services



ST-ANT 01/28/23

ALTERATION OR MISUSE OF THIS DOCUMENT IS
A FEDERAL OFFENSE AND PUNISHABLE BY LAW

DEPARTMENT OF HOMELAND SECURITY



Agenda Request Form

For Administration Use Only:

Meeting Date: 7/10/2023

Open

Closed

Report No. 33/2023

Date Submitted:

To: City Council

Title: Ordinance authorizing a transfer of Special Use Permit no. 8821 from United Mart, INC. to Ma Bahuchar, LLC d/b/a Mini Market 6 for the operation of a Package Liquor store located at 22 Patterson Plaza Shopping Center.

Prepared by: Administrator

Department:

Justification:

Please see attached application

Attachments:

1. Special Use Transfer Application
2. Special Use Transfer additional information
3. 22 Patterson Lease

INTRODUCED BY COUNCILMAN CAPUTA
JULY 10, 2023

BILL NO. 9887

ORDINANCE NO.

ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE PERMIT NO. 8821 FROM UNITED MART, INC. TO MA BAHUCHAR, LLC D/B/A MINI MARKET 6 FOR THE OPERATION OF A PACKAGE LIQUOR STORE LOCATED AT 22 PATTERSON PLAZA SHOPPING CENTER.

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 package liquor store; and

WHEREAS United Mart, Inc was issued Special Use Permit no. 8821 for the operation of a Package Liquor Store located at 22 Patterson Plaza Shopping Center; and

WHEREAS Ma Bahuchar LLC d/b/a Mini Market 6 has filed an application to transfer Special use Permit no. 8821 authorizing the location and operation of a Package Liquor Store located at 22 Patterson Plaza Shopping Center to its name; and

WHEREAS, the City Council of the City of Florissant determined at its meeting on July 10, 2023 that the business would be operated in substantially identical fashion as set out herein; and

WHEREAS, Ma Bahuchar LLC d/b/a Mini Market 6 has accepted the terms and conditions as they apply to a special use permit for a Package Liquor Store.

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. 8821 is hereby transferred from United Mart, Inc to Ma Bahuchar LLC d/b/a Mini Market 6 for the operation of a Package Liquor Store located at 22 Patterson Plaza Shopping Center.

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) 8821

DW Patel

314-603-7066

FROM UNITED MART INC.

TO MA BAHUCHAR LLC

FOR OPERATION OF A PACKAGE LIQUOR STORE

ADDRESS 22 PATTERSON PLAZA, FLORISSANT, MO-63031

Ward 4 Zoning _____ Date Filed _____ Accepted By _____

TRANSFER OF SPECIAL USE PERMIT PETITION

TO THE CITY COUNCIL OF THE CITY OF FLORISSANT:

1. Comes now MA BAHUCHAR LLC / JIKWASHA PATEL and states to the City Council that he (she) (they) has (have) the following legal interest in the property located at 22 PATTERSON PLAZA 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 JIKWASHA PATEL J. J. Patel
Individual's Name

FOR: MA BAHUCHAR 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 J. J. Patel

ADDRESS 461 OLDE COURT RD, ST. CHARLES, MO-63303

Telephone No. 314-223-3008 Email address JAG-DISHUOS @ HOTMAIL.COM
314-603-7066

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

J. J. Patel
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.

[Signature]
SIGNATURE OF OWNER

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

Type of Operation: (Select One)

Individual

Partnership

Corporation

LLC

INDIVIDUAL:

Name & address _____

Telephone number & email address _____

Business name/address/phone _____

Copy of fictitious name registration, if applicable _____

PARTNERSHIP:

Name & address of partner (s) _____

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

Business name/ address /phone _____

Copy of fictitious name registration, if applicable _____

CORPORATION OR LLC:

Name & address of all corporate officers JAGWASHA PATEL , DEV PATEL

461 OLDE COURT RD, ST. CHARLES, MO-63303

Telephone numbers & email addresses 314-223-3008 314-603-7066 JAGWASHA PATEL@HOTMAIL.COM

Business name/address/phone MINI MARKET 6, 461 OLDE COURT RD, ST. CHARLES, MO-63303

Date of incorporation/LLC 06-06-2023

Copy of fictitious name registration, if applicable

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

Photocopy of Corporation/LLC Articles and Certificate

TRANSFER OF SPECIAL USE PERMIT

The undersigned hereby acknowledges receipt of a copy of Ordinance Number 8821 which authorized a Special Permit:

TO: MA BANUCHAR LLC

FOR: OPERATION OF A PACKAGE LIQUOR STORE

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.

JIONASHA PATEL

PRINT - NAME OF APPLICANT

J. J. Patel

SIGNATURE OF APPLICANT

Date of this notice: 06-06-2023

Employer Identification Number:
93-1727581

Form: SS-4

Number of this notice: CP 575 A

MA BAHUCHAR LLC
MINI MARKET 6
% JIGNASHA PATEL MBR
461 OLDE COURT RD.
SAINT CHARLES, MO 63303

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-1727581. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

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

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2023
Form 940	01/31/2024
Form 1065	03/15/2024

Your Form 11C and/or 730 becomes due the month after your wagering starts.

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

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

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/nefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

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

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

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

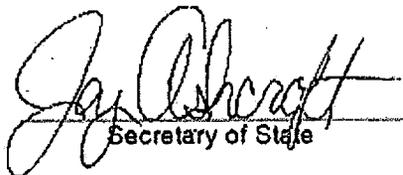
WHEREAS,

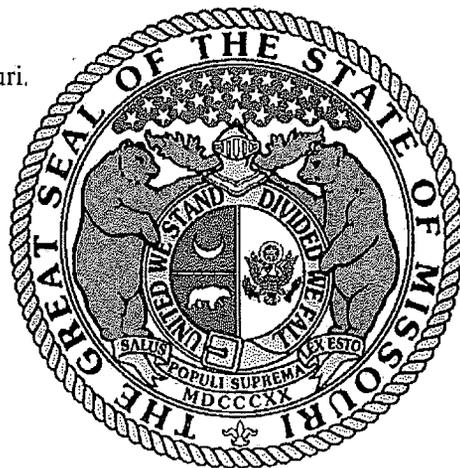
MA BAHUCHAR, LLC
LC014468987

filed its Articles of Organization with this office on the 6th 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 6th 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 6th day of June, 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

LC014468987
Date Filed: 6/6/2023
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

MA BAHUCHAR, LLC

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

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

TO OWN AND OPERATE LIQUOR STORE, AND TO PERFORM ANY AND ALL LEGAL ACTIVITIES AS PERMITTED BY THE STATE OF MISSOURI

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

JIGNASHA PATEL 461 Olde Court Rd Saint Charles, MO 63303-4075
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))

Table with 3 columns: Name, Address, City/State/Zip. Rows include PATEL, JIGNASHA and PATEL, DEV.

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: RAJESH VORA
Address: Email: arti@rajvoracpa.com
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):

461 Olde Court Rd

Saint Charles, MO 63303-4075

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 organizer's must sign:

JIGNASHA PATEL

Organizer Signature

JIGNASHA PATEL

Printed Name

06/06/2023

Date of Signature

DEV PATEL

Organizer Signature

DEV PATEL

Printed Name

06/06/2023

Date of 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

X001770320
Date Filed: 6/22/2023
Expiration Date: 6/22/2028
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: MINI MARKET 6

Business Address: 22 Patterson Plz
(PO Box may only be used in addition to a physical street address)

City, State and Zip Code: Florissant, MO 63031-3007

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%
MA BAHUCHAR, LLC	LC014468987	461 Olde Court Rd	Saint Charles, MO	63303 - 4075	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)

MA BAHUCHAR, LLC - Jignasha Patel MA BAHUCHAR, LLC - JIGNASHA PATEL 06/22/2023
Owner's Signature or Authorized Signature of Business Entity *Printed Name* *Date*

Name and address to return filed document:

Name: jagdish patel

Address: Email: jagdish405@hotmail.com

City, State, and Zip Code: _____

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

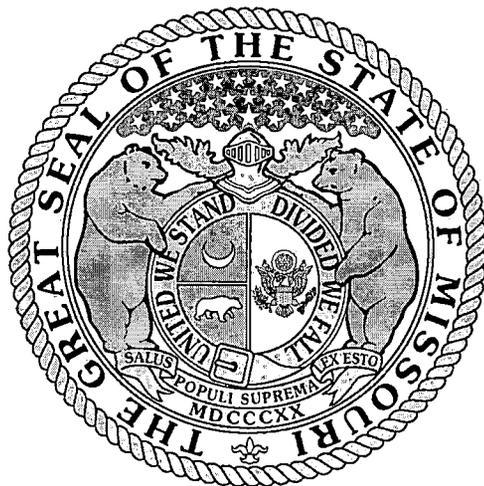
I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

MA BAHUCHAR, LLC
LC014468987

was created under the laws of this State on the 6th day of June, 2023, and is active, having fully complied with all requirements of this office.

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



Certification Number: CERT-06222023-0132



Agenda Request Form

For Administration Use Only:

Meeting Date: 7/10/2023

Open Closed

Report No. 34/2023

Date Submitted:**To:** City Council**Title:** Ordinance authorizing an amendment to Chapter 605 "Business Regulations" Article III "Dance Halls and Similar Businesses" by deleting it in its entirety and replacing it with a new Article III "Special Event Permit".**Prepared by:** Administrator**Department:** City Clerk**Justification:**

This code amendment provides clarity for those businesses that would like to hold an event where a cover charge or other consideration is required for entry. "Dance Hall" is an outdated term and will be replaced with "Special Event" and will the proposed ordinance would limit the permits to 2 days per event and 2 events per year, per business. This permit would still be approved by the City Council.

Attachments:

1. Existing Dance Hall Code section

INTRODUCED BY COUNCILMAN EAGAN
JULY 10, 2023

BILL NO. 9888

ORDINANCE NO.

ORDINANCE AUTHORIZING AN AMENDMENT TO CHAPTER 605 "BUSINESS REGULATIONS" ARTICLE III "DANCE HALLS AND SIMILAR BUSINESSES" BY DELETING IT IN ITS ENTIRETY AND REPLACING IT WITH A NEW ARTICLE III "SPECIAL EVENT PERMIT".

WHEREAS the City Council feels it is necessary to update the code to reflect current terminology;
and

WHEREAS the City Council believes it is in the best interest of the city to regulate special events.

NOW, THEREFORE BE IT ORDAINED THAT THE CITY COUNCIL OF THE CITY OF FLORISSANT, MISSOURI AS FOLLOWS:

Section 1: Chapter 605 “Business Regulations” is hereby amended by deleting Article III “Dance Halls and Similar Business” in its entirety and replacing it with a new Article III “Special Event Permit” to read as follows:

ARTICLE III Special Event Permit

Division 1 Generally

Section 605.105 Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

SPECIAL EVENT

An event where the public generally is invited or permitted, for the payment of a cover charge or other consideration, to listen to music or engage in dancing or other forms of entertainment, including but not limited to:

1. Comedy clubs
2. Live entertainment
3. Pay-for-view events

Division 2 Permit

Section 605.110 Permit Required.

It shall be unlawful to charge a fee for providing forms of entertainment without a permit except where it is specifically permitted as a condition in a special use permit or business license.

Section 605.120 Application — Investigation of Applicant and Premises — Report, Etc., To Council — Issuance or Denial of Permit.

All applications for a permit to hold a Special Event shall be made to the City Clerk on such forms as he/she may prescribe giving such information as may be required.

B. All such applications shall be referred to the Chief of Police for investigation. The Chief of Police or his/her designee shall, with the assistance of the Chief of the Fire Department, investigate the hall or premises where it is proposed to conduct such form of entertainment having particular regard to its provisions for safeguarding the patrons and the public. The Chief of Police shall also investigate the person and/or business requesting the permit and a report of such investigations shall be made to the City Clerk. The application and report shall thereupon be referred to the Council.

C. The Council shall direct the issuance of such permit or deny the permit as the public interest may require.

Section 605.125 Fees for Special Events

The following fees shall be paid upon the issuance of a permit for a Special Event.

Per event \$100.00

Section 605.130 Renewal.

A. Any Permit issued for a Special Event pursuant to Section 605.120 shall be limited to two (2) consecutive days as set out in Section 605.120.

B. Any Permit issued pursuant to Section 605.120 shall be limited to two (2) events per year per business.

Section 2: 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.

Timothy J. Lowery, Mayor

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk

Chapter 605. Business Regulations

ARTICLE III. Dance Halls and Similar Businesses

Division 1. Generally

Section 605.105. Definitions.

[Code 1980 §14-43; CC 1990 §14-171; Ord. No. 8605, 3-9-2019]

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

PUBLIC DANCE HALLS, BALLROOMS OR ENTERTAINMENT VENUE

A place or room where the public generally is invited or permitted to listen to music; engage in dancing or other forms of entertainment, including but not limited to a comedy club and pay-for-view events for the payment of a fee or other consideration and is held out to the public as a place where forms of entertainment will be provided.

[1]

Cross Reference — Definitions and rules of construction generally, §100.020.

Division 2. License

Section 605.110. License Required.

[Code 1980 §14-44; CC 1990 §14-191; Ord. No. 8605, 3-9-2019]

It shall be unlawful to charge a fee for providing forms of entertainment without a license.

Section 605.120. Application — Investigation of Applicant and Premises — Report, Etc., To Council — Issuance or Denial of License.

[Code 1980 §14-45; CC 1990 §14-192; Ord. No. 8605, 3-9-2019]

A.

All applications for a license to operate a public dance hall, ballroom or entertainment shall be made to the Director of Finance on such forms as he/she may prescribe giving such information as may be required.

B.

All such applications shall be referred to the Chief of Police for investigation. The Chief of Police shall, with the assistance of the Chief of the Fire Department, investigate the hall or premises where it is proposed to conduct such form of entertainment having particular regard to its provisions for safeguarding the patrons and the public. The Chief of Police shall also investigate the person and a report of such investigations shall be made to the Director of Finance. The application and report shall thereupon be referred to the Council.

C.

The Council shall direct the issuance of such license or deny the license as the public interest may require.

Section 605.125. Fees For Dance Halls, Ballrooms or Entertainment Venues.

[Code 1980 §14-46; CC 1990 §14-193; Ord. No. 8605, 3-9-2019^[1]]

The following fees shall be paid upon the issuance of a license for a public dance hall, ballroom or entertainment venue:

Per day

\$100.

[1]

Editor's Note: Ord. No. 8605 also changed the title of this Section from "Fees For Dance Halls and Dances" to "Fees For Dance Halls, Ballrooms or Entertainment Venues."

Section 605.130. Renewal.

[Code 1980 §14-46.1; CC 1990 §14-194; Ord. No. 8605, 3-9-2019]

Any license issued pursuant to Section **605.120** shall be limited to a single day as set out in Section **605.120**.



Agenda Request Form

For Administration Use Only:

Meeting Date: 7/10/2023

Open Closed

Report No. 35/2023

Date Submitted:**To:** City Council**Title:** Ordinance authorizing an appropriation of \$57,267 from the Park Improvement Fund to Account no. 20-52450-400-000000 "Software Purchase and Maintenance" for the purchase of New Recreation Software.**Prepared by:** Cheryl Thompson-Stimage, Parks Director**Department:** Parks and Recreation**Justification:**

I am requesting to appropriate \$57,267 to purchase new recreation software Civic Rec that can be implemented over the next couple of months before the new pools open and the new venue spaces in the community center are completed. Our current software has been bought out and will not allow us to continue as we are.

With new software we can provide a more comprehensive suite of features which will allow online room and pavilion rentals, enhanced memberships/household management, integrated POS System and will be mobile friendly and an overall robust reporting capabilities. Civic Rec will provide many benefits to our staff, residents, and the community. It is easy to use and secure, and can be integrated with a variety of hardware peripherals and third-party payment gateways. Additionally, it can be integrated with Musco Lighting systems to enable lights to be automatically turned on and off when reservations start and end. The funds would need to be appropriated to account 20-52450-400-000000 Software Purchase and Maintenance

Attachments:

1. Memo for Appropriation of Funds for Software

INTRODUCED BY COUNCILMAN EAGAN
JULY 10, 2023

BILL NO. 9889

ORDINANCE NO.

ORDINANCE AUTHORIZING AN APPROPRIATION OF \$57,267 FROM THE PARK IMPROVEMENT FUND TO ACCOUNT NO. 20-52450-400-000000 "SOFTWARE PURCHASE AND MAINTENANCE" FOR THE PURCHASE OF NEW RECREATION SOFTWARE.

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 \$57,267 from the Park Improvement Fund to account no. 52450-400-000000 "Software Purchase and Maintenance" for the purchase of new recreation software.

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

**CITY OF FLORISSANT
PARKS AND RECREATION DEPARTMENT
Memorandum**

Date: July 5, 2023
To: City Council
Thru: Mayor Timothy J. Lowery
Cc: Kimberlee Johnson
From: Cheryl A. Thompson-Stimage
Subject: Appropriate funds for New Recreation Software

Cheryl A. Thompson-Stimage
7/5/23

I am requesting to appropriate \$57,267 to purchase new recreation software Civic Rec that can be implemented over the next couple of months before the new pools open and the new venue spaces in the community center are completed. Our current software has been bought out and will not allow us to continue as we are.

With new software we can provide a more comprehensive suite of features which will allow online room and pavilion rentals, enhanced memberships/household management, integrated POS System and will be mobile friendly and an overall robust reporting capabilities. Civic Rec will provide many benefits to our staff, residents, and the community. It is easy to use and secure, and can be integrated with a variety of hardware peripherals and third-party payment gateways. Additionally, it can be integrated with Musco Lighting systems to enable lights to be automatically turned on and off when reservations start and end.

PRICING ESTIMATE CIVIC REC

Option 1	One Time Fee	Recurring Fee
Ultimate Implementation	4883	
24 Training Hours	4,500.00	
8 Consulting Hours	1,500.00	
On Site Training Fees - 2 Days	7,250.00	
Membership Import	3,150.00	
User Import	3,150.00	
Lighting Integration	2,625.00	
Payment Gateway Set Up	3,000.00	
Yearly Maintenance		1,500.00
Civic Rec Annual Fee		18,208.50
Document Management		7,500.00

Total Implementation Costs 30,058.00

Total Recurring Costs 27,208.50

Total Estimated Costs Year	
One	57,266.50

The funds would need to be appropriated to account 20-52450-400-000000 Software Purchase and Maintenance. If you have any further questions please do not hesitate to give me a call. Thanks for your consideration of this request.



Agenda Request Form

For Administration Use Only:

Meeting Date: 7/10/2023

Open Closed

Report No. 36/2023

Date Submitted:**To:** City Council**Title:** Ordinance authorizing an appropriation of \$180,000.00 from the Capital Improvement Fund to account no. 403-56100-301-2300XX "Capital Additions-Public Works" for the purchase of new vehicles for the Senior Bus service.**Prepared by:** Public Works Director Todd Hughes**Department:** Public Works**Justification:**

The current small busses are inoperable or in poor condition and need replacement. The City has received a grant funding the replacement of the larger busses. The time frame on receiving the larger busses is unknown. One of the smaller busses is without an engine and in bad structural shape. the other is in poor structural shape and uses oil at unusually high volume. It is my recommendation that the City replaces both units ASAP.

INTRODUCED BY COUNCILMAN EAGAN
July 10, 2023

BILL NO. 9890

ORDINANCE NO.

ORDINANCE AUTHORIZING AN APPROPRIATION OF \$180,000.00 FROM THE CAPITAL IMPROVEMENT FUND TO ACCOUNT NO. 403-56100-301-2300XX "CAPITAL ADDITIONS-PUBLIC WORKS" FOR THE PURCHASE OF NEW VEHICLES FOR THE SENIOR BUS SERVICE.

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 \$180,000 from the Capital Improvement Fund to account no.403-56100-301-2300XX "Capital Additions-Public Works " for the purchase of new vehicles for the senior bus service.

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