



AGENDA
CITY OF CREVE COEUR
PLANNING AND ZONING
300 NORTH NEW BALLAS RD
JUNE 3, 2024
6:00 PM

CALL TO ORDER

ROLL CALL

Ms. Julie LaBonte (Chair)
Ms. Muriel Hall
Mr. Larry Potashnick
Ms. Marjorie Richter
Mr. AJ Wang
Ms. Rhonda O'Brien
Mr. Thomas Buelter

Mr. Carl Lumley, City Attorney
Mr. Jason Jaggi, Director of Community Development
Ms. Bethany L. Moore, City Planner
Ms. Christine Schuermann, Administrative Services Associate/Recording Secretary

ACCEPTANCE OF THE AGENDA

APPROVAL OF MINUTES

- 1. May 20, 2024 Planning and Zoning Commission Draft Meeting Minutes**

PUBLIC COMMENT

An opportunity for members of the public to address the Planning and Zoning Commission regarding issues or concerns not already on the agenda for this meeting. Those wishing to speak will be asked to limit comments to three minutes and to complete a speaker card.

UNFINISHED BUSINESS

NEW BUSINESS

- 1. Public Hearing. Application #24-015: An Amendment to the Existing Conditional Use Permit for Vero Pasto Fulfillment Center at 10650 Gateway Boulevard**

Cary Exler, of Katie's Pizza and Pasta Wholesale, has submitted an application for an amendment to an existing Conditional Use Permit for Vero Pasto Fulfillment Center at 10650 Gateway Boulevard in the "LI" Light Industrial Zoning District. The CUP amendment request is for the installation of a temporary 170 square foot



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outdoor storage unit to provide additional freezer space for the business. The freezer unit will include a perimeter fence around it to comply with screening requirements for outdoor storage in the "LI" Light Industrial Zoning District.

2. Application #24-002: Preliminary Plat for the Subdivision of a 3.6 Acre Lot at 350 South Mason Road into Three Lots within the A Single-Family Residential Zoning District

Request to continue to the June 17th meeting to allow the applicant additional time.

WORK AGENDA

PENDING APPLICATIONS

1.
 - 1283 Research Boulevard, Winter Opera St. Louis Conditional Use Permit
 - 777 Decker Lane, Plaza Lexus Conditional Use Permit Amendment for Exterior Changes to be converted to Plaza BMW
 - Venable Park Master Plan

DEPARTMENT REPORTS

ADJOURNMENT

Pursuant to Section 610.022 RSMo., the Planning and Zoning Commission could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. And/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.

Posted by: _____



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Date/Time posted: _____

If you need special accommodations to attend a meeting, services may be arranged by contacting the Office of the City Administrator in advance.



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CALL TO ORDER

The meeting was called to order at 6:00pm

ROLL CALL

**Ms. Julie LaBonte (Chair)
Ms. Muriel Hall
Mr. Larry Potashnick
Ms. Marjorie Richter
Mr. AJ Wang
Ms. Rhonda O'Brien
Mr. Thomas Buelter**

**Ms. Stephanie Kerr, City Attorney
Mr. Jason Jaggi, Director of Community Development
Ms. Bethany L. Moore, City Planner
Ms. Christine Schuermann, Administrative Services Associate/Recording Secretary**

ACCEPTANCE OF THE AGENDA

Mr. Wang made a motion for the acceptance of the agenda. Mr. Potashnick seconded.
All in favor

APPROVAL OF MINUTES

1. May 6, 2024 Planning and Zoning Commission Draft Meeting Minutes

Mr. Wang made a motion for the approval of the May 6, 2024 minutes. Ms. O'Brien seconded. All in favor.

PUBLIC COMMENT

None

UNFINISHED BUSINESS

None



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NEW BUSINESS

1. Application #24-011: Minor Site Plan for a Fence Within the Area Equivalent to the Front Yard Along North Spoede Road for the Property Addressed as 10700 Kingsbridge Estates Drive

Ms. Joyce Glaser along with Sally Glaser, daughter in law were present at the meeting. Ms. Joyce Glaser gave the presentation regarding the application for a 6-foot-tall black metal perimeter fence.

Ms. Glaser stated there are no HOA's and no neighborhood trustees for Kingsbridge Estates. The property is considered a corner lot and the area in question is the northeast corner of the lot which borders Spoede Rd. and Kingsbridge Estates. The fence material is a 6-feet tall black commercial grade see through aluminum that looks like wrought iron, maintenance free, flat on top with 8-foot-wide panels to reduce the number of posts, with self-closing lockable gates. Only part of the back yard fence could be installed as the northeast corner of the fence required Planning and Zoning approval.

Ms. Glaser provided pictures of the fence location, site plans and explained why a 6-foot fence is needed. Ms. Glaser showed an example of a closed fence in the area and feels the proposed fence will add to the neighborhood and not take away the beauty of Creve Coeur.

Ms. Bethany Moore, city planner gave a presentation on the application for the minor site plan for front yard fence. The request is for a front yard 6-foot black metal fence that is why they needed to come to the Commission. The requirement for front yard fences is that it needs to be 4-foot black metal fence 15 feet from the property line.

Ms. Moore presented the site plan on where the fence will be located and explained part of the fence has already been completed since that part of the fence didn't need Commission approval. Staff doesn't have any concerns regarding this request.

Mr. Potashnick asked if there will be a survey of all the fences in Creve Coeur

Ms. LaBonte stated that was discussed at the last meeting

Mr. Potashnick made a motion to approve the Site Plan for a 72-inch-tall black aluminum fence to be located within the area equivalent to the front yard section along North Spoede Rd.



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RESULT: Passed

MOVER: Potashnick

SECONDER: Wang

AYES: Julie LaBonte, AJ Wang, Thomas Buelter, Muriel Hall, Rhonda O'Brien, Larry Potashnick, Marjorie Richter

NAYS: None

1. Application #24-012: Municipal Boundary Adjustment Between the City of Creve Coeur and the City of Town and Country Consisting of 0.571 Acres for the Property Addressed 12311 North Forty Drive.

Mr. George Stock, from Stock and Associates Consulting Engineers located at 257 Chesterfield Business Parkway spoke regarding the boundary adjustment request. Mr. Stock is here representing Grand Communities LLC dba Fisher Homes and joining him is Mr. Rob Hayes.

Mr. Stock is requesting the consideration for a municipal boundary adjustment between City of Creve Coeur and the City of Town and Country.

Mr. Stock stated this request is a little unusual and he will be presenting a residential subdivision of which is .574 acres is in the city of Creve Coeur and the other 9.816 acres in the city of Town and Country. This particular situation is where the municipal property line goes through a platted lot.

Mr. Stock stated through the city of Town and Country they requested this property to be rezoned from suburban low to suburban medium. This would change from 1 acre zoning to 1/2-acre zoning under a planned residential where they create a large amount of permanent open space and uniformly maintained property.

Mr. Stock showed the site plan of the area and the adjustment they are requesting. Most of the area is in Town and Country and only a small area is in Creve Coeur. The property is in the northern area which has an existing home on the site and this home, and the rest of the property is under contract with Covenant Theological.

Mr. Stock stated this is the plan that was presented to the City of Town and Country which reflects 21 homes. At the meeting of the City of Town and Country there were a number of residents from Balcon Estates that spoke about their concerns involving



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stormwater, traffic & landscaping along the north property line.

In the landscaping plan Mr. Stock discussed the northern property line and 3 houses from Balcon Estates that are affected. Lot 4, which is where the house is located, was going to be left green and remove the house and have that a permanent open space. There is a lot of concern about a stormwater management basin just west of Lot 8 because of the proximity to the creek. They revised that site plan, removed that basin, and moved the retaining wall along the north property line a little bit further south to create a 10-foot area between the property line and the retaining wall for the purpose of landscaping & in addition to stormwater drainage. Along the north property line, they are proposing to supplement 8 canopy trees, 8 understory trees, 12 evergreen trees and 79 shrubs.

Mr. Stock presented his landscaping plan and showed some pictures of the new homes. The new homes will be luxury homes costing around 1.2 million dollars and the size of the homes range from 2100 sq. to under 5000 sq feet.

Mr. Stock showed the letter that was presented to the Town and Country planning commission as well as City of Creve Coeur. The letter discussed environmental privacy, MODOT access and traffic.

Mr. Stock gave an overview of the open space plan and stated all the lots will be commonly maintained. The north property line will be maintained by the HOA. Also, he explained the revised plan regarding the stormwater basin. This plan was approved by the planning and zoning commission at Town and Country on April 17th.

Mr. Jason Jaggi, Director of Community Development gave a background of the adjustment request. This is an unusual request and explained having a lot split between two cities is not a good condition for homeowners and cities. This is giving an opportunity to clean up the area.

Mr. Jaggi stated after talking with the City Planner at Town and Country this request had unanimous approval from the planning and zoning commission meeting and is in line with their comprehensive plans and does seem to be well supported. This request doesn't have final approval yet and has not gone in front of the board of alderman for final vote. Mr.

Jaggi believes they are holding off on the final vote until a decision from City of Creve Coeur is made.



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Mr. Jaggi discussed the request of the boundary adjustment that the Commission is being asked to make a recommendation on. The request would transfer .571 acres and redraw the boundary and the entire development would be in Town and Country. Some residents in the neighboring subdivision have some concerns and voiced their concerns to Staff and some are present at the meeting tonight. Mr. Jaggi talked to Mr. Stock, and they are proposing a continuous landscape buffer between the two developments and mentioned the stormwater issue and that would have to meet MSD requirements.

Mr. Jaggi gave a timeline on the approval process for the boundary adjustment to end his presentation.

Ms. Richter asked if there was any compensation from Town and Country for the property.

Ms. Richter wanted to know how much Creve Coeur would lose on tax revenue.

Mr. Jaggi stated there is no compensation from Town and Country. Mr. Jaggi stated that tax revenue from single family homes is not very significant and most tax revenue comes from sales taxes and utility taxes which have a little bit here. But we are talking about 1/2 acre of land to correct a split jurisdictional issue.

Mr. Potashnick asked if the Commission didn't approve of the adjustment what would happen to the housing development. Would the development still go forward?

Mr. Jaggi stated the development would still go forward but would have to be adjusted

Mr. Potashnick requested the history of the boundary adjustment,

Ms. O'Brien asked if this is common to have little boundary adjustments throughout the county.

Mr. Jaggi stated what was more common with boundary adjustments involving the city acquiring unincorporated portions of the county.



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Ms. Karr gave an overview of when boundary adjustment happens with other cities.

Mr. Stock stated how the rezoning within Town and Country has happened in 2020.

Mr. Potashnick stated he wanted to hear Creve Coeur's residents feedback and feels the Commission is here to do what is best for Creve Coeur

Mr. Stock also felt this is just a clean-up and want to be respectful to Creve Coeur. He agreed this is a very unusual situation and is not sure why the house on this property is split down the middle. Doesn't make sense to have that property split. Mr. Stock also addressed the stormwater concerns and stated this development improves the runoff substantially than what it is today.

Mr. Buelter asked if this didn't pass and didn't make the adjustment what would be happen.

Mr. Stock stated they would have to go back to the original plan and not put any house of that lot and move the stormwater basin back. But would have to be subject to the City of Creve Coeur's process because we would have a road going through Creve Coeur.

Ms. O'Brien asked regarding the movement of the water retention was that partially based on the comments from Creve Coeur citizens

Mr. Stock discussed how they redesigned the plan to help with the stormwater and some of the residents felt the creek was going to fail

Mr. Wang asked if Mr. Stock could summarize the stormwater work that was done at Balcon Estates over the years.

Mr. Stock wasn't aware of the history of stormwater work at Balcon Estates. Mr. Stock sent a message to Creve Coeur regarding that issue and hasn't heard back yet. Mr. Stock is very confident this plan is a benefit to Balcon Estates.

Mr. Wang discussed a similar situation with boundary adjustment at the City of St Ann and Bridgeton.

Ms. O'Brien opened the proceedings for public comment.



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Ms. Maureen Strasheim of 29 Balcon Estates discussed the wooded area between the homes and highway 40. For the last 23 years they have enjoyed a very thick barrier of trees between their property and the highway. Those mature trees give much needed filter for noise, exhaust from vehicles and privacy. Fisher Homes' project has proposed a retaining wall on the north end of the property and changes to the existing grade of the land. This requires removal of most of the mature trees and vegetation along the northern property mostly impacting 31 Balcon Estates and also their home at 29 Balcon Estates and 33 Balcon Estates as well. Exposing these homes to greater noise and pollution hazards that they have not been experiencing for more than 30 years. The resident requests that Creve Coeur require Fisher Homes to adapt their plan to remove their retaining wall from its design and maintain the current grading and vegetation along northern border of property. Furthermore, any space along property line that is openly exposed should have new trees and shrubs planted in order preserve noise and air pollution protection that already exists.

Mr. Richard Ringhofer of 9 Balcon Estates spoke regarding the new development. Mr. Ringhofer spoke on three concerns he has: the trees, drainage and lastly, he wanted to discuss the tax issue. Mr. Ringhofer feels since Creve Coeur is being asked to adjust the boundary line then Town and Country should give some consideration back. Mr.

Ringhofer discussed the trees and asked for the mature trees to stay for noise & pollution reduction. He then discussed the drainage problem and requested the developer to make sure the drainage to handled correctly.

Mr. Stock addressed the tree and retaining wall preservation. The retaining wall is very small and doesn't seem that the retaining wall will make a big difference. The trees near 29 Balcon Estates are staying and some of the trees will be removed along Balcon Estates. But buildings block sounds from the highway and not trees.

Mr. Stock then discussed the stormwater issue and is very confident in improving the stormwater problem. Mr. Stock would like to understand better about the problems in Balcon Estates but feels the rate of runoff will be a dramatic reduction and is holding more water.

Ms. O'Brien asked regarding the retaining wall and why it is necessary.

Mr. Stock stated the reason for the retaining wall is because there is a change in



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topography.

Mr. Joe Giesecking, of 31 Balcon Estates spoke regarding the trees and would like the trees to be saved. Mr. Giesecking isn't opposed to the project but would like consideration for the trees.

Ms. Melody Noel of 28 Balcon Estates said her property is across the street from these other properties. Ms. Noel stated this annexation is premature and she feels this way because it is premature to discuss this boundary adjustment before there is a determination by MSD or the Army Corps of Engineers which is looking at this property and proposed plan. If you go ahead with the annexation and those 2 agencies determine they don't meet the requirements that are necessary, then you have done something that isn't necessary.

Ms. Noel stated the developer's representative said the people of Town and Country don't oppose this development, but Ms. Noel feels the reason for that is because they aren't affected by the development and City of Creve Coeur is affected by the project. Ms.

Noel stated the residents don't know if the stormwater problem will improve but all we know is the developer says the project will improve the issue. Until we hear from MSD and the Corps, we don't really know what the impact is going to be. All we know we have a history of water problems, and we are not sure if this plan is going to help or exasperate the situation.

Mr. Jaggi explained the MSD requirements that apply to this development like other developments in Creve Coeur. There is a separate permitting stage that is required, and we are currently at the zoning approval stage in Town and Country. Mr. Stock has done a lot of the preliminary engineering and design work and feels very confident in his stormwater plan and has a lot of experience in this. MSD process is a separate permitting process after the zoning component is approved. This project is very well advanced, and the civil engineer feels confident this will pass the MSD requirements. Nothing suggests there are any issues so far in the process.

Mr. Bill Roper of 12 Balcon Estates, trustee and HOA president of Balcon Estates spoke regarding the application and asked regarding the runoff of Balcon Estates. Mr. Roper asked for confirmation from Mr. Stock if the runoff will improve with this project.

Mr. Stock feels this development will help with the runoff because they are dramatically



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holding the water

Mr. Roper stated the runoff is mostly at the southwestern corner of Balcon Estates. The lowest lying properties which are 4 homes and have issues historically.

Mr. Roper continued to discuss the issue with the trees and his concern with losing those mature trees. Most of the residents affected by this development are 29, 31 and 33 Balcon Estates. Mr. Roper would like the character to remain as much as possible and appreciated moving of the retaining wall. Another issue is the privacy issue and suggested a privacy fence to help to keep privacy for Balcon Estates. In review we appreciate offer to customize the landscaping and adjust the retaining wall.

Ms. Linda Drohlich of 22 Balcon Estates spoke regarding the development and her concerns that will affect the subdivision. Her primary concern is regarding the size of the lots for the development. Ms. Drohlich feels the new development should stay consistent with the adjacent properties. Ms. Drohlich stated that as this new development goes up the environment needs to be taken into account.

Mr. Stock answered the question regarding the acres of the property

Mr. Potashnick asked if the trustees were notified about this meeting

Mr. Roper stated he did not receive a written notice regarding this meeting

Mr. Jaggi stated our ordinance doesn't require sending notices on a boundary adjustment.

Mr. Roper said there was a lot of communication regarding this issue with staff

Ms. Richter asked if Mr. Roper wanted the Commission not to move this boundary to stop the development. Balcon Estates already has the water problem and this would be making it better from that property.

Mr. Roper stated the subdivision is asking for stormwater to improve by what they do on their property and asking restoration of our natural boundary with large caliper evergreen and pines and retaining wall situation. Mr. Roper agreed with the statement from Ms. Richter when she asked if they wanted the Commission not to move the



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boundary line yet so the residents don't lose their leverage.

Mr. Buelter asked if the annexation should be tabled

Mr. Jaggi discussed the concerns about the boundary adjustment and stated this will be moved on to the City Council. The Commission is making a recommendation on the boundary adjustment and not acting on the development plan. Mr. Jaggi understands the concerns about this development and staff have met with the trustees. This is not part of Creve Coeur in terms of this developmental plan except for .571 acres. Mr. Jaggi wanted to remind the Commission we are not approving a development plan and not looking at the developmental plan aspects of this. The Commission needs to decide if they will recommend to the City Council to approve the boundary adjustment with this property split between 2 jurisdictions. But knowing there is a development being proposed for the property all located in Town and Country except for .571 acres.

Ms. O'Brien asked if the City Council will be making the final decision on this boundary adjustment

Mr. Jaggi confirmed that was correct. The Commission is making a recommendation but the City Council will determine whether to change the city boundary. This is a very unusual request and if the Commission is comfortable, it can make a recommendation and forwarding to the City Council.

Ms. LaBonte asked if the Commission wasn't ready to make a recommendation what would the procedure be

Mr. Jaggi stated if the Commission wasn't ready, they can table but would need to know what additional information do you need from staff and/or the applicant to come back with.

Mr. Robert Hayes, with Grand Communities, 3940 Olympic Blvd., Erlanger, KY 41018. Mr. Hayes is the housing developer and can answer questions regarding the project in Town and Country.

Mr. Potashnick stated he will vote no or would want to table the discussion because he feels the Commission needs to do what is right for Creve Coeur residents. Mr. Potashnick feels the Commission doesn't have the right information to make a decision.



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Mr. Hayes asked what the information is needed

Ms. LaBonte stated the Commission needs to ask what information is needed. Ms. LaBonte stated that we heard that Mr. Stock is willing to update the tree plan. But during the meeting we have heard many ideas.

Ms. Hall asked what are we going to accomplish to give this to Town and Country? Does it help the stormwater?

Mr. Stock stated this will improve the stormwater issue at Balcon Estates. Mr. Stock gave an overview of the project and what the timeline was in this approval. Mr. Stock is very comfortable with stormwater and with the landscaping issue they have the best landscape architect. That architect is working hard to have the best landscaping on the northern boundary and to work with residents. Mr. Stock states again the runoff will improve the new development.

Mr. Karr stated boundary adjustment needs to be approved or not. Ms. Karr stated conditions would not be enforceable.

Mr. Jaggi stated he agreed with Ms. Karr. Mr. Jaggi stated it is out of their jurisdiction to add conditions. Mr. Jaggi stated unless the Commission has any concerns that haven't been addressed a vote could be taken and then the recommendation would be sent to the City Council. This approval requires two votes and the mayor presides over that and the elected officials are there. There will be interest as the next stage of approval goes forward.

Mr. Potashnick made a motion to recommend approval to the City Council of the Municipal Boundary adjustment between the City of Creve Coeur and the City of Town and Country. This Boundary adjustment consists of .571 acres for the property addressed 12311 North Forty Drive.

RESULT: Passed

MOVER: Potashnick

SECONDER: Wang

AYES: Julie LaBonte, AJ Wang, Rhonda O'Brien, Marjorie Richter

NAYS: Thomas Buelter, Muriel Hall, Larry Potashnick



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Mr. Jaggi stated the motion has passed and the recommendation is going to City Council with that meeting be held on Tuesday, May 28th at 7:00.

**2. Application #24-013: Amendments to the Residential Design District
Preliminary Plat and Subdivision Improvement Plans for the Santino Court
Subdivision within the B-RDD Single Family Residential Zoning District**

Mr. Randy Mathews, one of the owners of Renaissance Living, gave a presentation regarding 7 lots of Santino subdivision. Mr. Mathews gave an overview of the changes he would like to make to the subdivision and what style of homes he would like to build on the 7 remaining lots. Also discussed the landscaping plans for around the homes that will match the style of homes.

Mr. Mathews stated these aren't exact elevations. The biggest issue is they won't be changing anything regarding the platted lots.

Ms. O'Brien asked how they are integrated the current homes into the new subdivision

Mr. Mathews said he will be using similar colors to integrate the existing homes and the new homes won't be identical so the two homes already there won't stand out. Mr. Mathews feels having different elevations it will blend well with the existing homes.

Mr. Buelter asked if they have pictures of the new homes. Mr. Buelter asked if they will be matching color but not style

Mr. Mathews agreed with that statement. The new homes will be more traditional and gave a general idea what the new homes will look like.

Mr. Jason Jaggi, Director of Community Development, gave an overview of the application that has been presented. He gave a background of the property and the zoning history. Mr. Jaggi discussed the original development plan was approved by the City Council. However, most of the subdivision has not been completed and site improvements have not been done.

Mr. Jaggi stated what is being proposed with this application and what is not going to be changed. Renaissance Living is the proposed purchaser under contract who would



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be taking over from the original developer. Mr. Jaggi stated the house designs, exterior materials and the proposed color palette would be associated with the new homes that would be built. There are also some changes to the landscaping plan.

Mr. Jaggi stated no changes are proposed for the number of lots, setbacks, density site coverage and final plat will be the same. Stormwater and indentures are not proposed to be changed.

Mr. Jaggi gave an overview of the house designs. The builder will allow adjustments depending on what the buyer requests. Mr. Jaggi gave examples of subdivisions that have similar homes. The Santino subdivision is unique because of the two existing homes that were previously built in the contemporary style, which wasn't well received.

Mr. Jaggi gave an overview of materials & color palette for the homes. Also proposed are side entry garages.

Mr. Jaggi discussed the landscape plan and some minor changes to that plan. Also discussed subdivision signs and the proposed signs are more traditional style to match the subdivision. Gave an overview of the fence changes that will be completed around the subdivision.

Mr. Jaggi highlighted the proposed conditions of approval for the amendments. Mr. Jaggi discussed some of the restrictions regarding siding of the new homes. Staff added a condition that no EIFS or Vinyl siding be allowed.

Ms. LaBonte asked if EIFS was in the request from the builder.

Mr. Jaggi stated EIFS was in the request but discussed that with Mr. Matthews.

Mr. LaBonte asked if Santino would be under Emerald Green indentures

Mr. Jaggi stated originally this project was approved by the city was under Emerald Green indentures. There are some legal issues with that and needs to be fully released from those indentures.



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Mr. Buelter asked what is the square footage of new homes and no EIFS on siding. Mr. Buelter asked if allowing lots to build same homes next to each other

Mr. Mathews stated the ranches would be 2300-2900 square feet and would cost 1.2 million. Mr. Matthews stated he wouldn't allow the same homes to be built next to each other. The builder will monitor where each home and which lot they are being built. Mr. Matthews discussed the EIFS material, and they use the product as an

accent. Ms. LaBonte opened to public comment

Sid Woodhouse at 8 Woodridge Manor Rd at the corner Ballas and Ladue Rd. His concerns about the flooding on his property and would like the developer to add water detention on the property. Mr. Woodhouse stated there is a lot of common property to the south and is requesting a detention system so it doesn't add to the problem.

Mr. Buelter asked the location of his property.

Mr. Woodhouse stated his property is due south. His property is the southwest corner of Ballas and Ladue Rd and the entry way is a little west of this development.

Mr. Chuck Woods, of 11900 Emerald Green Drive and trustee of Emerald Green Estates which is a part of Santino Court at this time. Many of the residents met with Mr. Randy Matthews of Renaissance Living and are generally supportive of the proposal for Santino Court. The HOA at Emerald Green believes it is critical the developer be allowed some flexibility with elevations and to let the market dictate the new homes. The HOA believes this will help blend in the new homes with the existing homes, so they are requesting not to restrict the elevations. Mr. Woods stated the HOA is in the process to separate from Santino Court.

Ms. Sandra Spalding of 15 Woodbridge Manor has been a resident of Creve Coeur since 1992. The resident would like a pond to help with rainwater. Residents don't have an issue with the new development but don't want rainwater to get worse. Ms. Spalding requested the Commission to go and see the property size and the existing homes on the property.

Mr. Mathews stated he hasn't seen the water running off, but they can help with the water temporarily. Mr. Mathews stated when the homes are built, they are required to



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install amended soils. This is done when the houses are built, and Lot 5 will have a detention basin on it and should help with the water runoff.

Mr. Mathews stated his approval of all the staff

recommendations. Ms. O'Brien asked about the history of
stormwater

Mr. Jaggi stated stormwater plan relies on detention to be collected largely on each individual lot. Mr. Jaggi wasn't aware of the water issue and will ask the public works department regarding this issue.

Ms. LaBonte asked if this is something that should be added as a condition.

Mr. Jaggi stated that wouldn't be necessary to add as a condition. Mr. Jaggi stated the developer has an approved stormwater plan and proposes no change to the plan. No added condition is needed.

Mr. Robert Miller, 12 Woodbridge Manor was speaking for Ms. Susan Sherman. He stated his concerns about the development, and he also discussed the look of this subdivision.

Mr. Potashnick made a motion to recommend approval of the amendments to the residential design district preliminary Plat plan and subdivision improvement plans for the Santino Court subdivision.

RESULT: passed

MOVER: Potashnick

SECONDER: Wang

AYES: Julie LaBonte, AJ Wang, Thomas Buelter, Muriel Hall, Rhonda O'Brien, Larry Potashnick, Marjorie Richter

NAYS: None

WORK AGENDA

None

PENDING APPLICATIONS



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1.
 - **3 Lot Subdivision by Bnai Amoona at 350 S. Mason Road**
 - **Amendment to an Existing CUP for Vero Pasto located at 10640 Gateway Boulevard for Outdoor Storage**

Ms. Bethany Moore discussed pending applications for the next meeting. The first application is a 3-lot subdivision by Bnai Amoona at 350 South Mason Road. They own an empty lot and are using some of their property to create 3 lots in an A zoning district.

Ms. LaBonte asked for some more information regarding this application. Ms. LaBonte asked if they have an empty lot and making 3 lots for the purpose of a development

Ms. Moore stated that was correct for residential development. There is a 3-lot subdivision, but all of the homes will have access to the road. No additional roads will be built.

Ms. LaBonte asked if they needed to look at the residents around those 3 lots.

Ms. Moore stated these lots surrounded on all sides of the synagogue and another church. No residential backs up to this property.

The next application is an amendment to existing Conditional Use Permit for Vero Pasta which is Katie's Pizza & Pasta. They are needing additional storage and are proposing outside storage unit in the LI district.

DEPARTMENT REPORTS

ADJOURNMENT

Meeting was adjournment at 8:18pm.

Submitted by:

Recording Secretary

Chair



**APPLICATION TO PLANNING AND ZONING COMMISSION
#24-015: AN AMENDMENT TO THE EXISTING CONDITIONAL
USE PERMIT FOR VERO PASTO FULFILLMENT CENTER AT
10650 GATEWAY BOULEVARD**

FOR THE MEETING OF: Monday June 3, 2024

LOCATION: 10650 Gateway Boulevard, in the LI (Light Industrial) District

REQUEST: Cary Exler, of Katie's Pizza and Pasta Wholesale, has submitted an application for an amendment to an existing Conditional Use Permit for Vero Pasto Fulfillment Center at 10650 Gateway Boulevard in the "LI" Light Industrial Zoning District. The CUP amendment request is for the installation of a temporary 170 square foot outdoor storage unit to provide additional freezer space for the business. The freezer unit will include a perimeter fence around it to comply with screening requirements for outdoor storage in the "LI" Light Industrial Zoning District.

ADDITIONAL INFORMATION: The current Conditional Use Permit was approved in 2016 for a NAICS 311824, Dry Pasta, Dough, and Flour Mixes Manufacturing from Purchased Flour Operation use. The applicant is seeking the outdoor freezer on a temporary basis as they look for a new space for their growing business.

Key Issues:

- Does the request integrate with the surrounding uses?
- Does the request further the goals and/or implement the Comprehensive Plan?

Creve Coeur 2030

Comprehensive Plan References

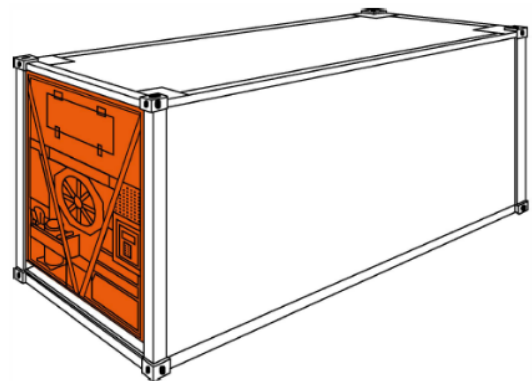
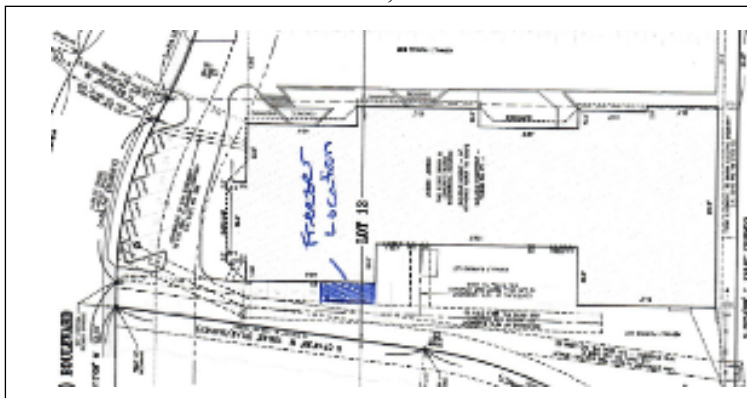
- Mixed-Use Innovation Campus
- Design Guidelines

Zoning Code References

- Section 405.210: Regulation of Uses
- Section 405.380: LI Light Industrial District
- Section 405.470: Conditional Uses
- Article VII Off-Street Parking And Loading Regulations

APPLICANT: Cary Exler
Katie's Pizza and Pasta Frozen
1428 Chestnut Street, Ste 110
Creve Coeur, MO 63132

PROPERTY OWNER: PPM/Warson Road. LLC
1034 S. Brentwood, Suite 300
St. Louis, MO 63117



REPORT PREPARED BY: Bethany L. Moore, AICP, City Planner

DATE: June 3, 2024

ATTACHMENTS: Applicant's Materials received May 3, 2024
Draft Ordinance

PROJECT DETAILS AND ZONING HISTORY

The existing 19,609 sq. ft. warehouse building was originally built in 1974 on a site of approximately 1.32 acres in the Lindberg-Warson Industrial Center. Originally developed under St. Louis County jurisdiction, the entire area was annexed into the City of Creve Coeur in 1990 and subsequently zoned LI (Light Industrial) District. The property has remained largely unchanged since that time.

In 2016, a conditional use permit was approved for the tenant space for Vero Pasto Fulfillment Center for Katie's Pizza as Ordinance #5503 and this is the conditional use permit ordinance that will be amended to include the allowance for the exterior frozen storage unit. A conditional use permit was issued in 2022 for the use of the adjacent tenant space at 10640 Gateway Boulevard for White Glove Exotic Services in order to conduct their repair work on high end, luxury, and exotic cars. There is also an existing art studio tenant, which is a permitted use.

The applicant is seeking an amendment to the existing conditional use permit for Vero Pasto in order to install the exterior freezer storage unit at the rear of the building. The applicant has stated that the freezer unit is needed to store excess ingredients and products on a temporary basis of approximately 12-24 months while the applicant looks for another building space to relocate the business. The unit will be 8.5 feet tall, 8 feet wide and 20 feet long. It will take up portions of 2 existing parking spaces. The applicant is proposing to install a fence around the unit to comply with Section 405.380(G)(3) which requires all activities to be conducted indoors or within a fenced and screened area.

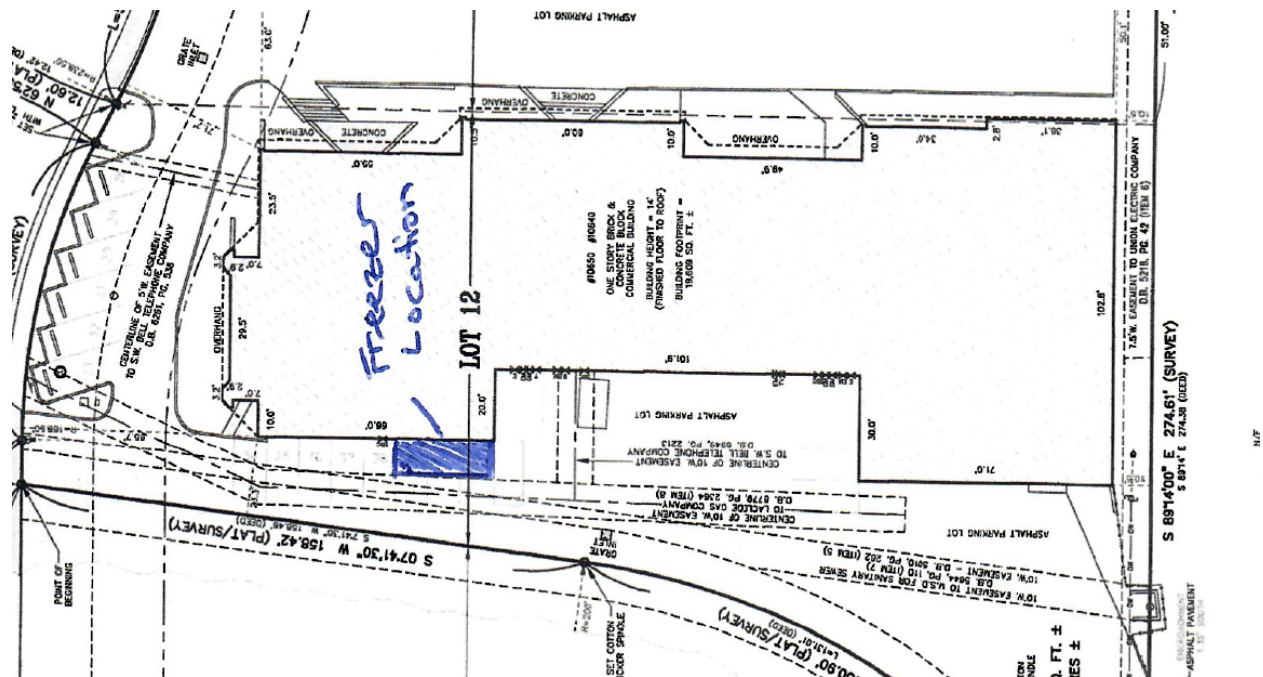


Figure 1: Proposed freezer unit location.

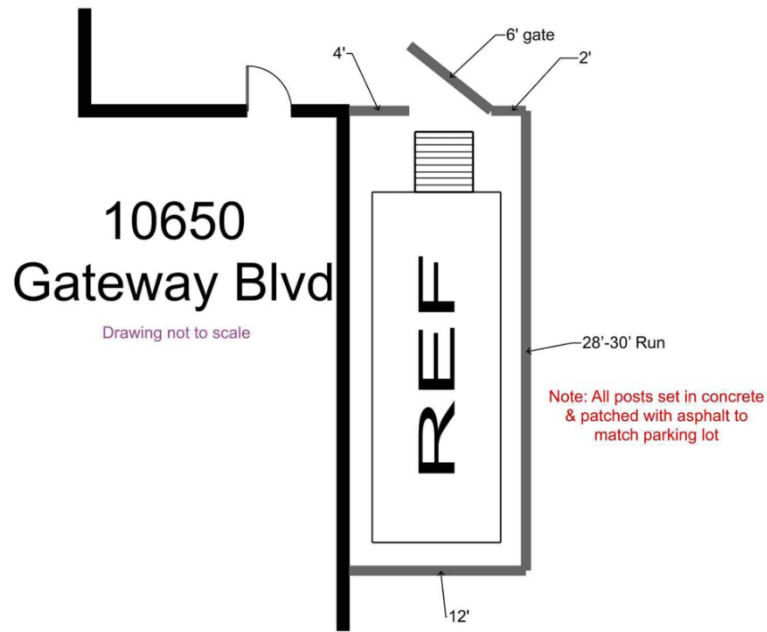


Figure 2: Site plan detail showing freezer location and proposed fence.

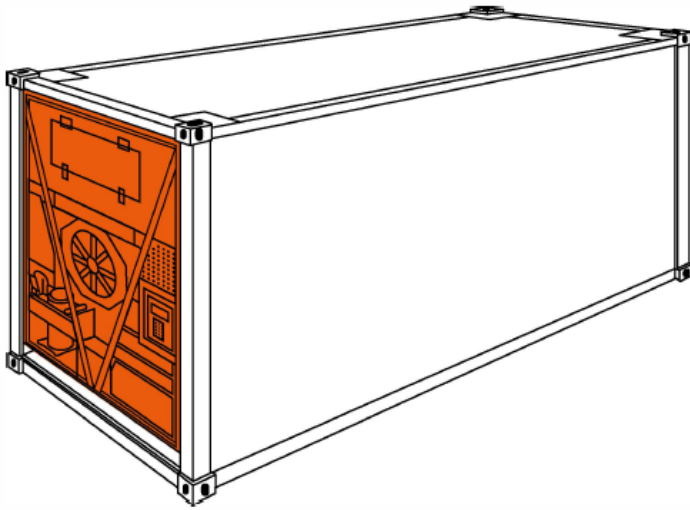


Figure 3: Freezer unit.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Industrial	“LI” Light Industrial	Gateway Boulevard
South	Industrial	“LI” Light Industrial	N/A
East	Industrial	“LI” Light Industrial	N/A
West	Industrial	“LI” Light Industrial	N/A

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Mixed-Use Innovation Campus District (MUIC) located on the east end of Olive Boulevard. The Comprehensive Plan recommends that a variety of active, office and residential uses be allowed and encouraged with side and rear lot parking. The focus of the MUIC is to develop the 39 North plant science and agricultural technology district. The property at 10650 Gateway Boulevard was developed in St. Louis County prior to incorporation into the City of Creve Coeur and has remained largely unchanged since. The proposed storage use will only be taking up a portion of the existing lot and not adding additional site coverage. Therefore, the proposal would satisfy the goals and objectives of the Comprehensive Plan as much as such a use could.

ZONING REVIEW

As the proposal is for an existing use within a multi-tenant building, and will not be making any changes to the exterior of the building or site coverage, the only zoning issue would be parking and the requirements for exterior screening of business activities in association with this use. The applicant proposes to place the unit on two parking spaces in order to accommodate it. These parking spaces would then be eliminated from the shared total available parking spaces on the lot.

Parking:

In 2016, the Conditional Use Permit for Vero Pasto for Katie’s Frozen Pizza was approved requiring 11 parking spaces for the manufacturing use with 5 employees. At the time, Staff did not foresee a parking issue with the use, should it grow to utilize the entire 5,381 square foot space, and recommended that the Ordinance authorize the use for the entire leased space without additional zoning approvals. White Glove Exotic Motors requires 36 parking spaces per the approved Conditional Use Permit. There are 51 parking spaces existing on-site and the approval of the proposed exterior storage use to remove 2 parking spaces would not reduce the available parking on site below code requirements.

Screening:

Section 405.380(G)(3), “LI” Light Industrial District, states:

All business, services, storage, merchandise display and repairing and processing shall be conducted wholly within an enclosed building or within a fenced and screened exterior storage area, except for off-street automobile parking and off-street loading unless expressly permitted by a conditional use permit (see Section 405.1070).

The applicant has submitted documents showing landlord approval for the project and the proposed location of a screening fence around the freezer unit with a bid for the fence. Staff feels that since the unit itself is already enclosed it therefore complies with Section 405.380(G)(3) Staff feels that adding a fence would be redundant and suggests fencing not be required if the

approval is limited to 2 years with any extensions requested by the applicant requiring Council upon recommendation by the Planning and Zoning Commission.

RECOMMENDATION

Based on the above analysis, the request for an amendment to the conditional use permit appears to meet all of the requirements of the Comprehensive Plan and Zoning Ordinance, subject to agreement with the temporary placement of the storage unit for a period of two years. Therefore, Staff recommends approval subject to the conditions below which are included in the draft ordinance:

1. A building permit must be applied for in order to place the unit at the proposed location according to the site plan attached to Application #24-015.
2. The exterior freezer unit shall be allowed to be located at 10650 Gateway Boulevard for a period of no more than 24 months after approval of this amendment by the City Council or at such a time as the applicant, Katie's Pizza and Pasta Frozen, vacates the premises, whichever is less, subject to building permit approval. If the amount of time needs to be extended, the applicant shall bring the matter before the Planning and Zoning Commission and City Council for approval.

ACTION

If the Planning and Zoning Commission finds the attached draft amended conditional use permit ordinance to be in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council. Any changes to the draft ordinance should be discussed and made by separate actions.

MOTION

The following is an example of an appropriate motion for this application:

"I move to recommend approval of a Conditional Use Permit amendment for Vero Pasto Fulfilment Center at 10650 Gateway Boulevard, subject to the conditions contained in the draft ordinance attached to the staff report on Application #24-015, for the meeting of June 3, 2024" (conditions may be added, eliminated, or modified by preceding motion).

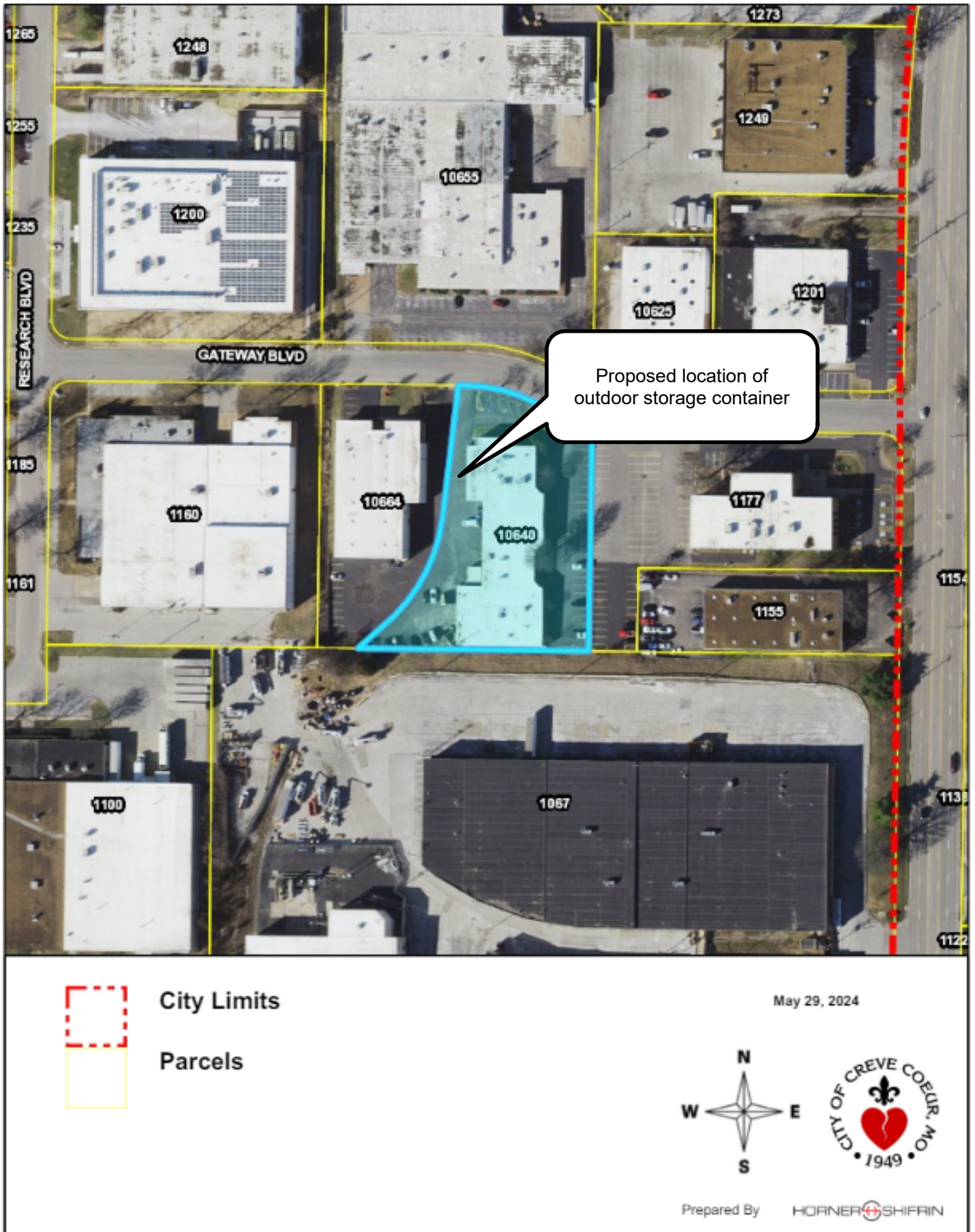
APPENDIX 1: COMPREHENSIVE PLAN

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL PHOTO



APPENDIX 4: SITE PHOTOGRAPHS



Description:
Proposed freezer
location.



Description:
Google image of
front of building.

Rationale for the Conditional Use Permit Application for Katie's Pizza and Pasta at 10650 Gateway Blvd, St. Louis, MO. 63132.

We at Katie's Pizza and Pasta Wholesale produce Frozen Pizzas and Pasta Entrees. Creve Coeur has been an optimal production area for us since we first procured the space in 2017, first as a base for Vero Pasta, then as a commissary kitchen and now as a full scale Inspected Production Facility. We started Wholesaling our Pizzas in 2022 and will have grown sales within 2 years from \$1.2 million to over \$6 million. In 2025, we anticipate that number being closer to \$10 million in sales.

All of that has lead to us needing to file for this amendment to our conditional use permit. While the city of Creve Coeur has been amazing, our current building is no longer sufficient for our needs. Our current freezer capacity is only around 800-900 cases. While that was perfectly sufficient in the past, we have taken on a large number of national retailers within the last 6 months, greatly increasing our national exposure and sales. Just last week we shipped out 1 – 660 case order an within the course of 2 weeks shipped 1250 total cases. At times, this required us using our Delivery Truck to store additional product for our orders.

While our building itself is completely up to the task of supporting this increase in production (we currently make 1000 pizzas a day, it does not take much more space or equipment to make 4000 pizzas) our Freezer capacity is absolutely not capable of supporting that growth. While we will need a new facility in the future, this unit would allow us to stay in our current space for another 12-24 months. Meaning we could still support Creve Coeur as a resident business and not need to find a larger facility in another part of St. Louis.

Additionally, we do not have any functional space within the building that we could install a freezer in. We could build a custom freezer in an obscure portion of the building but it would hold less product than an exterior unit and cost approximately \$90-100,000 (possibly more with building construction needs included). Additionally, by building the exterior freezer, we would actually free up more space within the building for other storage needs. We believe that the 20' Freezer Container Mobile Storage Unit is the perfect solution to our needs for numerous reasons, including but not limited to:

- Size, it can accommodate 9 pallets or an additional 810+ Cases of Pizza
- Easy access for Distributors picking up orders. It would simplify pickups significantly, allowing us to simply bring a pallet from the exterior unit onto a truck.

- Lower power usage: Being an insulated container unit with a specific refrigerator/freezer unit, they notoriously use less electricity than built in walk in units, meaning a lower operational cost.
- Overall Cost: The container unit will end up costing us between \$12-23,000. When you include the fence and the electric, that still comes in under \$35,000. That is a fraction of what an internal walk in would cost us.
- Mobile and therefore Not a sunk cost: We will outgrow this facility eventually. Whether that is in 12 or 18 or 24 months, we will need more space and more ovens. When that time comes and we need to move, we can bring this unit with us so it is not a sunk cost into a facility we do not own. Additionally, all construction is being done so as to be removable when we do move sites.
- Pallet Entry: Arguably the most important thing is that we can wheel pallets in and out of the freezer. Currently, we have to build pallets of product in the parking lot regardless of weather, bringing out a cartful of product at a time. This is because none of the doors of our facility are wide enough to bring a pallet through. The construction on this alone would cost \$40,000+ making the internal freezer even less viable.

We have done several things to lessen the impact on Gateway Blvd and specifically our neighboring tenants in this building. We picked a location that would specifically not inconvenience any other building. Any other site placement would hinder entrances to businesses, gas and electric meters, trash services or visibility to signages and other businesses. We are installing an 8' tall privacy fence around the unit and purchasing a new unit to ensure it is not an eyesore to anyone. We are putting locks on both the gate and unit door and installing additional security cameras at our own cost to ensure there is no theft related to the storage. We have checked with all neighboring tenants and all have approved of our plans. This would cause the least interruption in their business due to the nature of construction (unit is just delivered, fence would take 1-2 days and electric would not interrupt their operations at all) compared to tearing apart our facility and the construction needs that would require. Lastly, we have planned to take the handicapped, number 40 and number 39 parking spaces on the west side of the building to accommodate this freezer. We also planned to turn parking space number 38 into a new handicapped parking space. We have also ensured with our neighboring tenants that the removal of 3 spaces would not cause any issues. They all agree there is more than enough space for everyone's needs, especially since the space in the middle of the building is now just an Art Studio and not gallery (tenant purchased an Art Gallery in CWE so he does not show works from this space, meaning he needs fewer of the spaces he is allotted).

We have tried to work through numerous options and truly believe this is the best proposal we can put forth. We have received approval from both our landlord and neighboring tenants. We greatly desire the opportunity to stay in this building, and Creve Coeur in general, for as long as possible. This project would allow us to do so. We appreciate the opportunity to discuss this with the Planning and Zoning board, and Creve Coeur as a whole.

Cary Exler, Wholesale Logistics Manager, Katie's Pizza and Pasta Wholesale

ALTA/ACSM LAND TITLE SURVEY

In, Esque Motors Midwest, LLC, Esque Motors Midwest, LLC and Old Republic National Title Insurance Company and St. Louis Title, LLC

Standard Title Insurance Policy, Form 100, dated 1/1/01, as amended, is incorporated by reference into this Survey. The Survey was prepared in accordance with the 2011 Minimum Standard Title Insurance Policy, Form 100, dated 1/1/01, as amended, and the 2011 Minimum Standard Title Insurance Policy, Form 100, dated 1/1/01, as amended.

2011 Minimum Standard Title Insurance Policy, Form 100, dated 1/1/01, as amended, is incorporated by reference into this Survey. The Survey was prepared in accordance with the 2011 Minimum Standard Title Insurance Policy, Form 100, dated 1/1/01, as amended, and the 2011 Minimum Standard Title Insurance Policy, Form 100, dated 1/1/01, as amended.

JAMES SURVEYING COMPANY



Date of Plot: 2/15/2017

Agent: [Signature]

1. I, the undersigned, being duly sworn, depose and say that I am a duly Licensed Professional Surveyor in the State of Missouri, and that I am the author of the foregoing Survey, and that the same was made by me or under my direct supervision and control, and that I am a duly Licensed Professional Surveyor in the State of Missouri, and that I am the author of the foregoing Survey, and that the same was made by me or under my direct supervision and control.

2. I, the undersigned, being duly sworn, depose and say that I am a duly Licensed Professional Surveyor in the State of Missouri, and that I am the author of the foregoing Survey, and that the same was made by me or under my direct supervision and control, and that I am a duly Licensed Professional Surveyor in the State of Missouri, and that I am the author of the foregoing Survey, and that the same was made by me or under my direct supervision and control.

3. I, the undersigned, being duly sworn, depose and say that I am a duly Licensed Professional Surveyor in the State of Missouri, and that I am the author of the foregoing Survey, and that the same was made by me or under my direct supervision and control, and that I am a duly Licensed Professional Surveyor in the State of Missouri, and that I am the author of the foregoing Survey, and that the same was made by me or under my direct supervision and control.

4. I, the undersigned, being duly sworn, depose and say that I am a duly Licensed Professional Surveyor in the State of Missouri, and that I am the author of the foregoing Survey, and that the same was made by me or under my direct supervision and control, and that I am a duly Licensed Professional Surveyor in the State of Missouri, and that I am the author of the foregoing Survey, and that the same was made by me or under my direct supervision and control.

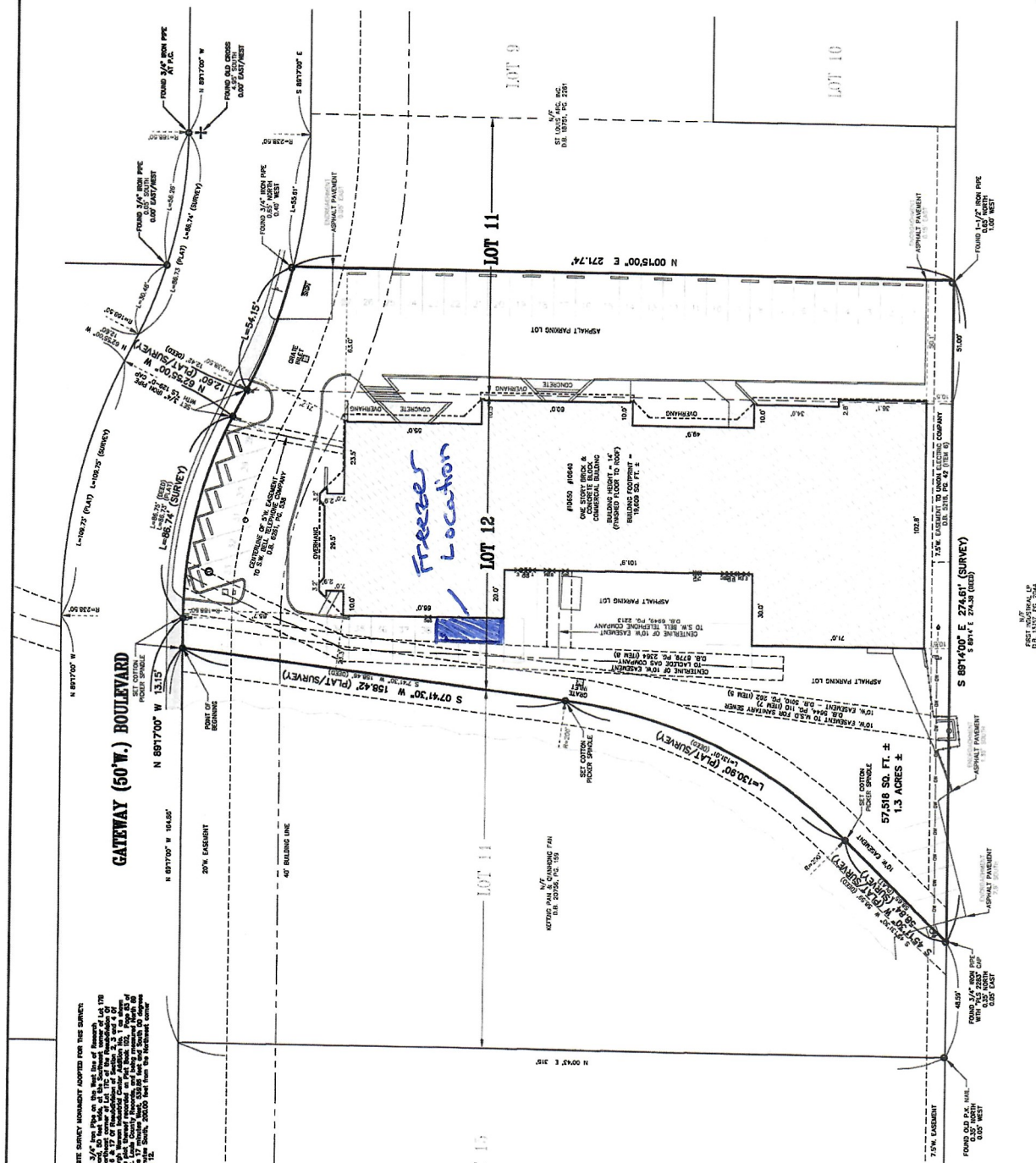
5. I, the undersigned, being duly sworn, depose and say that I am a duly Licensed Professional Surveyor in the State of Missouri, and that I am the author of the foregoing Survey, and that the same was made by me or under my direct supervision and control, and that I am a duly Licensed Professional Surveyor in the State of Missouri, and that I am the author of the foregoing Survey, and that the same was made by me or under my direct supervision and control.

6. I, the undersigned, being duly sworn, depose and say that I am a duly Licensed Professional Surveyor in the State of Missouri, and that I am the author of the foregoing Survey, and that the same was made by me or under my direct supervision and control, and that I am a duly Licensed Professional Surveyor in the State of Missouri, and that I am the author of the foregoing Survey, and that the same was made by me or under my direct supervision and control.

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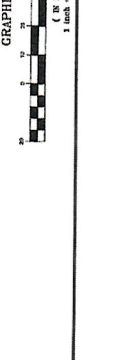
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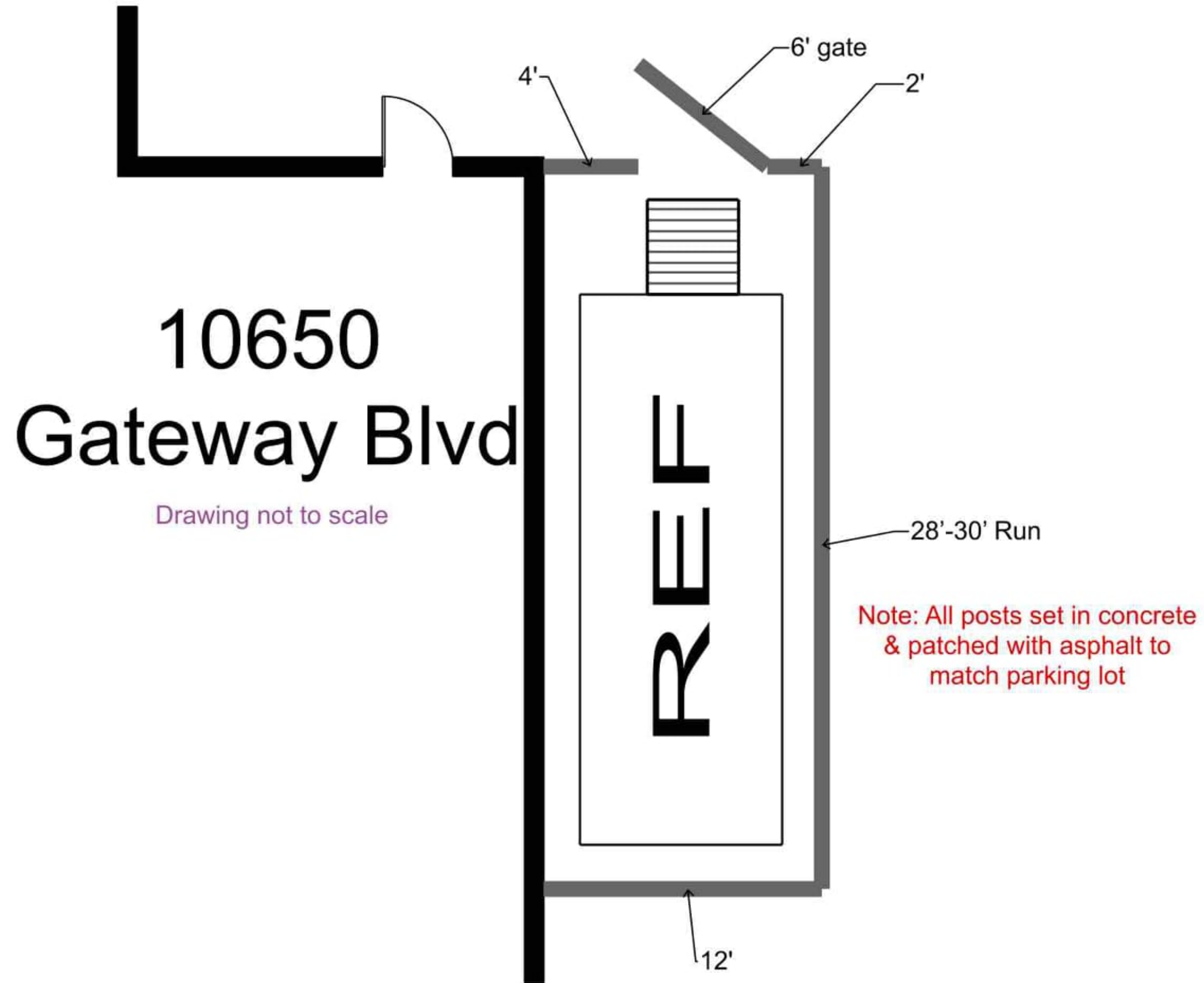
REV.	DATE	BY	DESCRIPTION
1	2/15/2017	[Signature]	Initial Survey

PROJECT NUMBER	DATE PREPARED	DATE REVISION	SCALE	BY	PROJECT NUMBER
000129	2/15/2017		1" = 20'	[Signature]	000129



James Surveying Company
Professional Land Surveying Corporation
Original Certificate/License No. 000129
Project Address: #10640 & #10650
Gateway Boulevard
St. Louis, MO 63132

10811 BC BOND BOULEVARD, KIRKWOOD, MO. 63122
PHONE: (314) 822-1006 FAX: (314) 822-0006



Container Specification

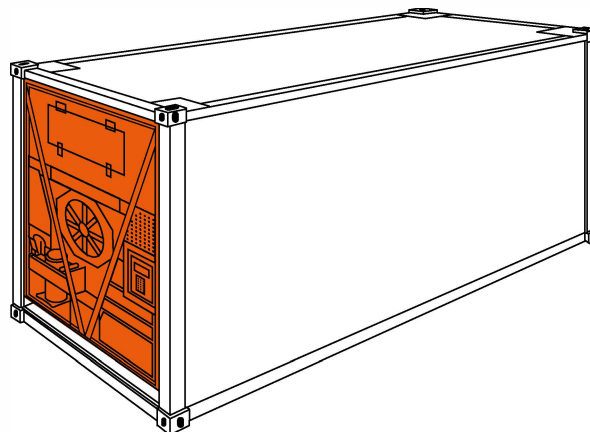
20' 40' Refrigerated Containers

REFRIGERATED CONTAINER (TEMPERATURE-CONTROLLED CONTAINER)

ISO Size Type Code: 22R1, 22R9

SKU Code: CX20RF

20'



- Low CO₂ footprint due to less power-consuming refrigeration technology
- Pre-Trip Inspection (PTI) and maintenance procedure prior to each shipment
- Container built and tested to fulfil or even exceed industrial standards and regulations
- Constant high airflow for perishable products guarantees best temperature maintenance
- Hygienically designed sealing-free container with side lining protecting scuff lining
- Container certified for cold treatment control e.g. meeting requirement of the USDA
- Contemporary insulation factors
- Low tare weight offers advantage of high payload designed container
- Dedicated equipment available for non-foodstuff cargoes
- Container available to maintain temperature control range as low as -40°C up to +30°C
- Container built to maintain temperature in ambient environment up to 50°C
- Multi-temperature setting (MTS) option available
- “On demand” defrosting assists to avoid unnecessary heat supply
- Reefer containers equipped with de-humidification option (including sensor)
- Maximum stowage height indicated by red line inside the container in order to ensure proper air circulation
- ATO-DLO certified by Agrotechnological Research Institute e.g. for flower bulb transportation, bulb mode option available
- All containers are suitable for shore power supply, voltages: 460 V / 60 Hz or 230 V / 60 Hz 3 Phase.
- For the technical specification and illustration of electric plug, see page 6

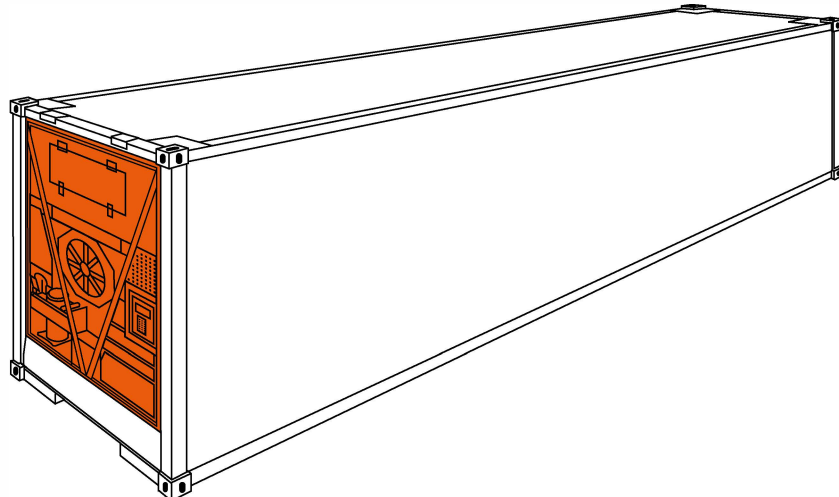
8' 6" high	Inside dimensions				Door openings		Weights			Capacity
	Length	Width	Height	Max. stow. height (to load line)	Width	Height	Max. gross	Tare	Max. payload	
	mm ft	mm ft	mm ft	mm ft	mm ft	mm ft	kg lbs	kg lbs	kg lbs	m ³ ft ³
	5,450 17' 10½"	2,284 7' 5⅞"	2,267 7' 5¼"	2,184 7' 2"	2,290 7' 6⅛"	2,264 7' 5⅛"	30,480 67,196	2,905 6,404	27,575 60,792	28.2 996
		2,280 7' 5¾"	2,259 7' 4⅞"	2,159 7' 1"			32,000 70,547	2,860 6,305	29,140 64,242	28.1 1,006
		2,293 7' 6¼"	2,255 7' 4¾"	2,155 7' ⅞"			30,480 67,196	2,920 6,437	27,560 60,759	28.2 996
	5,446 17' 10⅜"	2,293 7' 6¼"	2,255 7' 4¾"	2,155 7' ⅞"		2,252 7' 4⅝"	30,480 67,196	2,920 6,437	27,560 60,759	28.2 996
	5,454 17' 10¾"	2,290 7' 6⅛"	2,263 7' 5⅞"	2,163 7' 1⅛"			31,400 69,220	2,770 6,110	28,630 63,118	
		2,316 7' 7⅛"	2,331 7' 7¾"	2,211 7' 3"			2,290 7' 6⅛"	3,030 6,680	27,450 60,516	29.9 1,056
		2,284 7' 5⅞"	2,270 7' 5⅜"	2,150 7' 5⅝"			2,264 7' 5⅞"	2,900 6,393	27,580 60,803	28.7 1,014
	Non-Foodstuff	5,535 18' 1⅞"	2,316 7' 7⅛"	2,331 7' 7¾"	2,211 7' 3"	2,290 7' 6⅛"	30,480 67,196	3,030 6,680	27,450 60,516	29.9 1,056

REFRIGERATED CONTAINER (TEMPERATURE-CONTROLLED CONTAINER)

ISO Size Type Code: 45R1 High Cube, 45R9

SKU Code: CX40RF

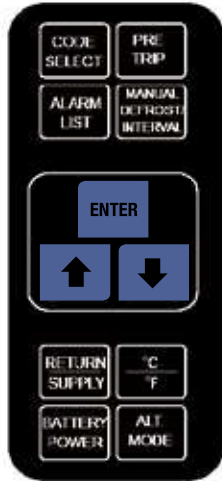
40'



- Low CO₂ footprint due to less power-consuming refrigeration technology
- Pre-Trip Inspection (PTI) and maintenance procedure prior each shipment
- Container built and tested to fulfill or even exceed industrial standards and regulations
- Constant high airflow for perishable products guarantees best temperature maintenance
- Hygienically designed sealing-free container with side lining protecting scuff lining
- Container certified for cold treatment control e.g. meeting requirement of the USDA
- Contemporary insulation factors
- Low tare weight offers advantage of high payload designed container
- Dedicated equipment available for non-foodstuff cargoes
- Container available to maintain temperature control range as low as -40°C up to +30°C
- Container built to maintain temperature in ambient environment up to 50°C
- Multi-temperature setting (MTS) option available
- "On demand" defrosting assists to avoid unnecessary heat supply
- Reefer containers equipped with de-humidification option (including sensor)
- Maximum stowage height indicated by red line inside the container in order to ensure proper air circulation
- Tailor-made atmosphere (TMA) via gas injection (controlled atmosphere technology) available
- ATO-DLO certified by Agrotechnological Research Institute e.g. for flower bulb transportation, bulb mode option available
- All containers are suitable for shore power supply, voltages: 460 V / 60 Hz or 230 V / 60 Hz 3 Phase.
- For the technical specification and illustration of electric plug, see page 6

9' 6" high	Inside dimensions				Door openings		Weights			Capacity
	Length	Width	Height	Max. stow. height (to load line)	Width	Height	Max. gross	Tare	Max. payload	
	mm ft	mm ft	mm ft	mm ft	mm ft	mm ft	kg lbs	kg lbs	kg lbs	m ³ ft ³
	11,578	2,280	2,525	2,425	2,276	2,535	34,000	4,300	29,700	66.7
	37' 11¼"	7' 5¾"	8' 3⅜"	7' 11½"	7' 5⅝"	8' 3¾"	74,957	9,480	65,477	2,356
	11,599	2,290	2,545		2,290	2,557	34,000	4,420	29,580	67.6
	38' ¼"	7' 6⅛"	8' 4⅛"		7' 6⅛"	8' 4⅝"	74,956	9,744	65,212	2,387
	11,580	2,290	2,540	2,420		2,569	34,000	4,450	29,550	67.3
	37' 11⅞"	7' 6⅛"	8' 4"	7' 11¼"		8' 5⅛"	74,957	9,810	45,146	2,380
Non-Foodstuff	11,580	2,290	2,543	2,423	2,294	2,550	34,000	4,550	29,450	67.4
	37' 11⅞"	7' 6⅛"	8' 4⅛"	7' 11⅜"	7' 6¼"	8' 4⅜"	74,957	10,031	64,925	2,380
	11,590	2,294	2,594	2,474	2,290	2,569	34,000	4,660	29,340	67.9
	38' ¼"	7' 6¼"	8' 6⅞"	8' 1⅜"	7' 6⅛"	8' 5⅛"	74,956	10,273	64,683	2,398

CHANGE OF TEMPERATURE SETPOINT ON REFRIGERATED CONTAINERS

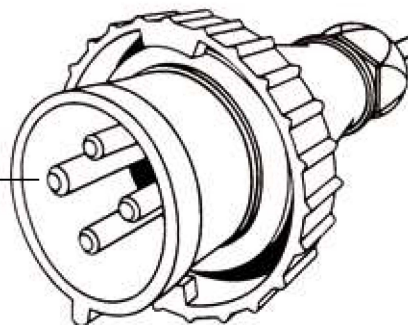


Carrier

1. Press the  or  key to change the setpoint (the left display will blink).
2. Press the  key at the desired setting to confirm and exit the selection menu.

ELECTRIC PLUG ON REFRIGERATED CONTAINERS

Earth contact



All series

- Refrigerated containers are equipped with 460 V / 60 Hz (32 A) plug
- There are fixed cables with a length of up to 18 m (49ft)
- Couplings for adapters are available
- **Adapters are subject to corresponding safety regulations**

460 V plugs:

- 4 poles according to CEE
- According to ISO 1496-2 annex M
- **Earth contact in 3 o'clock position according to socket**

230 V plugs (requires transformer):

- 4 poles according to CEE
- According to ISO 1496-2 annex M
- **Earth contact in 3 o'clock position according to socket**





PARTNERSHIP PROPERTY MANAGEMENT, LLC



Corbin Holtzman
5/3/2024

To Whom It May Concern,

This letter is to inform you of the approval for Katie's Pizza exterior storage.

Katie's Pizza is to follow local rules and regulations pertaining to this request.

Site: 10650 Gateway Blvd, St. Louis, MO 63132

Thank you

Corbin Holtzman

A handwritten signature in black ink, appearing to read "Corbin Holtzman", is written over a light grey horizontal line.



1034 S. Brentwood Blvd
Suite 1300
St Louis, Mo 63117

PHONE (314) 863-3700
FAX (314) 863-3703
WEB SITE www.stlcre.com



Kirkwood Fence
200 S. Elam Ave. Suite 200
Valley Park, MO 63088 United States
(314) 329-4442

BILL TO

Katie's Frozen
10650 Gateway Boulevard
St. Louis, MO 63132 USA

ESTIMATE
82578895

ESTIMATE DATE
May 01, 2024

JOB ADDRESS

Katie's Frozen
10650 Gateway Boulevard
St. Louis, MO 63132 USA

Job: 82560465

ESTIMATE DETAILS

1050 Gateway Blvd. - 8' Tall External Cold Storage Privacy Enclosure: Cary Exer (410)877-4029

No removal or disposal

- Installation of approximately 48 linear feet of GRAY 8' Tall *PRIVACY-LINK* HD Fence
- All posts Set 3' In concrete then patched with asphalt to match the existing parking lot
 - Installation of one 6' wide walk gate with one Commercial grade strong arm latch
 - All Terminal posts 40 weight 3" diameter
 - Line posts 2.5" 40 Weight
 - Top rail and gate frame 1-5/8' 40 weight
 - 95-98% opacity

Customer responsible for fence placement & conditional use permit approval along with any private utility marking

Kirkwood Fence to handle all public utility location

50% due at proposal acceptance

Current lead time Approx 4 weeks upon receiving down payment

For questions or changes please contact Jordan Kuiper (636)893-3423

TASK	DESCRIPTION	QTY	PRICE	TOTAL
CHAINLINK	Chain Link Fence	1.00	\$8,290.00	\$8,290.00

#	DESCRIPTION	TOTAL
---	-------------	-------

250+FTDISCOUNT5% discount for fences 250 FT and over. *AWESOME PIZZA DISCOUNT!!*

\$-414.50

POTENTIAL SAVINGS \$0.00

SUB-TOTAL \$7,875.50

TOTAL \$7,875.50

EST. FINANCING \$134.67

Thank you for choosing Kirkwood Fence, your locally owned fencing company and part of the Second Mile Service family of companies. For questions regarding your invoice please call our Accounting department at (314) 329-4442.

CUSTOMER AUTHORIZATION

The proposal above is furnished by Kirkwood Fence as a good faith estimate of work to be performed at the location described above, subject to all sales Terms and Conditions. Due to material price volatility, this estimate is good for 10 days. Balance is due upon completion.

Sign here

Date



The Specialty Stuff

1. **Electric, Irrigation & Low Voltage:** The Company accepts no responsibility for any damage to/or resulting from electrical, irrigation and/or low voltage systems that are not marked.
2. **Hazardous Materials:** If hazardous materials are present at the jobsite the Customer agrees to have an environmental remediation contractor properly remove & dispose of said materials prior to work commencement.
3. **Presence of Rock or Tree Roots:** In the event there are rocks or tree roots present in the work area an additional charge of \$50.00 per hole will apply.
4. **Landscaping:** The Company assumes no responsibility for damage to landscaping resulting from completion of the work
5. **Natural Materials:** If the fence is built using natural materials (i.e., wood) cracking, checking, warping, fading, etc., may occur, however they are not considered failures of the product. The Company recommends proper maintenance to ensure maximum life of the fence.
6. **Retaining Wall:** In the event the fence is being built along a retaining wall, Sono Tubes must be installed prior to commencement of the work.
7. **Limited Craftsmanship Warranty:** Kirkwood Fence warrants to the Customer that, the installation services performed pursuant to these Sales Terms and Conditions shall be free from defects in workmanship from the date of completion for a period of two years if the product installed is properly used and maintained in accordance with Kirkwood Fence's instructions and/or recommendations. Kirkwood Fence makes NO WARRANTY concerning components or accessories not manufactured by Kirkwood Fence that may have been incorporated into any fence or product installed by Kirkwood Fence, however Kirkwood Fence will pass on to the Purchaser all manufacturer warranties of such components to the extent that such warranties exist, if at all. THE WARRANTY SET FORTH HEREIN IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. PURCHASER SHALL HAVE NO CLAIM FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PROXIMATE DAMAGES FOR ANY REASON, INCLUDING WITHOUT LIMITATION THE SETTLING OR SHIFTING OF THE GROUND OR SUNKEN OR LEANING POSTS. ALSO, PURCHASER AGREES AND ACCEPTS FULL RESPONSIBILITY FOR ANY DAMAGES CAUSED BY FAILURE TO PROVIDE REQUIRED MAINTENANCE FOLLOWING DATE OF COMPLETION, INCLUDING WITHOUT LIMITATION DAMAGES CAUSED BY FAILURE TO SECURE OR AND LATCH ANY GATES.

The Financial Stuff

8. For the agreed upon Price, Kirkwood Fence a Series of Second Mile Service Series, LLC, hereinafter referred to as "Company", shall furnish the labor, materials, work, and/or supervision as described in the Estimate and Scope of Work attached to this Agreement. The Customer agrees to pay the entire amount shown on the Company's Estimate for the products sold or installation services provided by the Company upon completion.

9. **Deposits:** No material shall be ordered, or work shall begin without a deposit of 50% of the agreement price unless prior credit approval or financing has been granted. If credit or financing is insufficient to cover the full agreement price, then partial deposit may be required.
10. **Payments:** Payment due upon completion of work or receipt of progress billing. Payment cannot be withheld due to non-completion of any other contractor's work, other contractor's non-compliance regarding code, license, permits, and paperwork or changes in the acceptance of insurance certificates, liability amounts, or lack of, by any other party. Should the Company be unable to complete the installation within 90 days of contract acceptance due to delays outside of the Company's control, including but not limited to delays caused by Homeowner's Associations, permitting, other trades, weather, etc. The Company reserves the right in its sole discretion to cancel this agreement or adjust the cost of the project to reflect pricing at the time of installation. Projects not paid in full at the time of completion will accrue a 1.5% per month late fee until the entire amount, including late fees, plus the Company's reasonable attorneys' fees and other collection costs are paid. Non-payment will result in voided warranties. Customer shall be deemed to have accepted all goods or installation services performed by the Company upon payment.
11. **Progress Billing:** If the work contemplated in the Agreement is estimated to take longer than two (2) weeks, the Company may elect to invoice Customer in installments based on the percentage of work completed, which shall be determined by the Company in its sole and absolute discretion. In addition, if the Agreement contains multiple scopes of work, the Company may elect to invoice Customer upon the completion of each individual scope of work and will not be required to complete all contracted work for the invoice(s) for the completed scopes of work to be due and payable.
12. **Cancellations & Rescheduling:** Should Customer wish to cancel the work after Agreement acceptance, a rescheduling and restocking fee of 10% of the Agreement plus all costs of any special-order materials shall apply. These fees will be due immediately upon cancellation. The Company reserves the right to reschedule or cancel appointments due to inclement weather or unforeseen circumstances. In such cases, we will make every effort to notify you in advance and arrange an alternative date for the service.
13. **Changes in Scope of Work:** Except as otherwise provided in this Agreement, the Company shall have no obligation to perform a change in the work unless the Company and Customer sign a change order describing the change and the corresponding adjustment in the Agreement Price and time for completion. However, if the Company encounters a hidden or other condition at the jobsite not known by the Company prior to or during work that requires an increase in the labor, materials, or work to be furnished, the Agreement Price and time for completion shall be adjusted by the Company accordingly. The Company may, at its sole discretion, require a signed Change Order prior to proceeding with work.
14. Due to the ever-changing costs of materials, the Company reserves the right to rescind this offer if not accepted by the Customer within 60 days of the Agreement date or at any other time by providing written notice to the Customer.

The Jobsite Stuff

15. **Workspace:** Sufficient workspace shall be made available to the Company. The Customer shall be responsible for removing all obstacles including but not limited to furniture, fixtures, personal property, landscaping, or any other obstacles from the Company-designated work area. Failure to comply with this provision will result in a trip charge fee. The Customer bears all risk of loss or damage to furniture, fixtures, personal property, landscaping, or any other obstacles not removed from the work area, even if caused by the Company's negligence, though reasonable care will be taken.

16. **Utility Access:** The Company may require use of electric and/or water to complete the scope of work as described in the Agreement. Customer agrees to grant use and reasonable access to said utilities.
17. **Parking and Jobsite Access:** Customer agrees to grant convenient access to jobsite for Company vehicles and equipment, which may include use of driveways, sidewalks, yard areas, etc. The Company will take reasonable care but accepts no liability with respect to any damage caused to these areas.
18. **Underground Obstructions:** If the Company deems it necessary, the Company will call 1-800-DIG-RITE to mark all public utilities. Further, the Company will make every effort to use caution to avoid underground obstructions not marked by Dig Rite, however, any damage to unmarked private utilities, irrigation lines, invisible pet fences, underground electrical lines or other underground obstructions not located by Dig Rite will be the sole responsibility of the Customer, and Customer agrees to hold harmless, indemnify and defend The Company from any liability resulting from damage to said obstructions.

The Legal Stuff

19. **ARBITRATION:** Parties agree that all disputes arising under this agreement shall be governed by and interpreted in accordance with the laws of Missouri, without regard to principles of conflict of laws. The parties to this Agreement agree to submit all disputes with an amount in controversy of over \$10,000 to arbitration in St. Louis, County Missouri before a single arbitrator from USA&M. If USA&M is unable to arbitrate for any reason the parties agree to a single mediator from the American Arbitration Association (“AAA”). The arbitrator shall be selected by application of the rules of USA&M (or, if AAA is the arbitrator, then the rules of AAA) or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law Missouri. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce this reward. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. Nothing contained herein shall prevent the party from obtaining an injunction or filing a civil proceeding for amounts in controversy under \$10,000.
20. **LIMITATION OF LIABILITY:** CUSTOMER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR DAMAGE SHOULD RESULT FROM FAILURE OF PRODUCTS OR SERVICES, OR FROM IMPROPER DESIGN, INSTALLATION, APPLICATION OR MAINTENANCE OF PRODUCTS OR SERVICES, COMPANY'S LIABILITY, IF ANY, IS EXPRESSLY SUBJECT TO THE MANUFACTURER'S WARRANTY AND/OR ANY COMPANY ISSUED LIMITED WARRANTY, WHICH IS LIMITED TO A SUM NOT GREATER THAN THE AMOUNT THE CUSTOMER PAID TO THE COMPANY FOR THE PRODUCTS OR SERVICES THE COMPANY DEEMS DEFECTIVE UPON INSPECTION BY THE COMPANY. CUSTOMER ACKNOWLEDGES THAT THE COMPANY IS PERFORMING A SERVICE AND WAIVES ANY CLAIMS FOR PERSONAL OR PROPERTY DAMAGE RELATED TO ANY SERVICE THE COMPANY PERFORMS.
21. The Company is not an engineering firm or certified building inspector and is not licensed to practice engineering or make recommendations with respect to other building components. Nothing in this Agreement shall be construed as the Company making any judgments or recommendations on these matters.
22. **Lien Rights:** Customer acknowledges that The Company has and may exercise all lien rights against the property upon which the work is performed or to which materials are supplied. If the Customer is not the Customer of the property upon which the work is performed, the Customer agrees to obtain the Customer's written consent to The Company's full exercise of such lien

rights. To the greatest extent permitted by law, Customer and/or Customer hereby waive any and all objections to any defect in any such lien documents. The Company's exercise or non-exercise of such lien rights will not alter or amend these Sales Terms and Conditions or release any of the Customer's obligations hereunder. This Contract and its performance are governed by the laws of the place of the project. A lien waiver shall be furnished to the Customer upon payment of the Contract Price in full. Missouri law requires the furnishing of the following notice:

- a. NOTICE TO CUSTOMER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

23. **Indemnity:** To the greatest extent permitted by law the Customer shall indemnify, defend, hold and save The Company (and its officers, shareholders, managers, agents, employees, servants and independent contractors) harmless from all claims and expenses, including court costs and attorney's fees, for damages or injuries to persons or property which are related in any manner, directly or indirectly, to the supplying of any materials or performance of any installation services contemplated by these Sales Terms and Conditions regardless of whether the injury or damage is caused in part by the Company's negligence or gross negligence or any other act or omission of The Company or its agents.
24. **Successor and Assigns:** These Sales Terms and Conditions shall be binding upon and shall inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.
25. **Severability:** If any provision of these Sales Terms and Conditions is held to be unenforceable The Company may sever the unenforceable language and these Sales Terms and Conditions shall be construed as if they did not contain the unenforceable language and the rights and obligations of the parties and shall be enforced accordingly. Alternatively, the Company, at its sole option, may cancel these Sales Terms and Conditions entirely.
26. **Headings:** All paragraph headings set forth in these Sales Terms and Conditions are for reference only and shall not be considered in interpreting the intent of the parties with respect to the matters set forth.
27. **Electronic Signature:** Customer agrees to conduct business electronically with the Company in accordance with the federal Electronic Signatures in Global and National Commerce Act (E-Sign), 15 U.S.C.A. § 7001-7031 (Supp. 2001). Customer acknowledges that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form, and that if a law requires a record or signature to be in writing, an electronic record or digital signature satisfies that requirement.
28. The Company maintains Commercial General Liability, Automobile Liability, and Worker's Compensation Insurance.

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NUMBER 5503
AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR A
5,381 SQUARE FOOT OPERATION OF A DRY PASTA, DOUGH AND FLOUR
MIXES MANUFACTURING FROM PURCHASED FLOUR (NAICS 311824) FOR
VERO PASTO FULFILLMENT CENTER LOCATED AT
10650 GATEWAY BOULEVARD**

WHEREAS, under Section 405.380(C), all dry pasta, dough, and flour mixes manufacturing from purchased flour require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, Ordinance NO. 5503 authorized the issuance of a conditional use permit for a 2,836 square foot Vero Pasto Fulfillment Center within the 5,381 square foot leased tenant space, for the manufacturing and assembly of pasta products for artisan pizza and pasta meal kits; and with a condition that any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued; and

WHEREAS, an application was submitted by Cary Exler, of Katie's Pizza and Pasta Frozen, for an amendment to the conditional use permit for the installation of an exterior freezer storage unit; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, June 3, 2024, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

WHEREAS, notice of publication for said public hearing had been previously published at least 15 days prior to the hearing, in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a _____ vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on June 3, 2024; and

WHEREAS, all parties desiring to be heard, either for or against said application, were given an opportunity to be heard, and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the Council; and this Bill having been read by title in open meeting two times before final passage by the City Council, and

WHEREAS, the City Council finds that the application and evidence presented clearly indicate that the proposed conditional use, when subject to certain conditions set forth herein:

1. Complies with all applicable provisions of this Zoning Ordinance Chapter 405 including but not limited to environmental performance standards presented in Section 405.550, the criteria in Section 405.470 and the standards of this chapter in regard to yard and setback, parking and loading areas, screening and buffering, refuse, storage and service areas and signs.
2. Will contribute to and promote the welfare and convenience of the community at the specific location.

BILL NO. _____

ORDINANCE NO. _____

3. Will not cause substantial injury to the value of neighboring property.
4. Is consistent with the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans, unless good cause is demonstrated for deviation there from.
5. Will provide, if applicable, erosion control and on-site stormwater detention in accordance with the standards contained in this Chapter.
6. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on pedestrian or vehicular traffic or on community facilities or services, including but not limited to emergency services.

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, St. Louis County, Missouri, as follows:

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for an amendment to Ordinance 5503 to amend the previous Conditional Use Permit per Section 2 hereof for the operation of a 5,381 square foot operation of a dry pasta, dough and flour mixes manufacturing from purchased flour (NAICS 311824) for Vero Pasto Artisan Pizza and Pasta Meal Kits Fulfillment Center at 10650 Gateway Boulevard, in LI (Light Industrial) District, whose legal description is as follows:

A tract of land in Lot 12 and part of Lot 11 of the Resubdivision of Section 2, 3 and 4 Of Lindbergh Warson Industrial Center Addition No. 1 as shown on the plat thereof recorded on Plat Book 100 page 52 of the St. Louis County Records and further described as follows:

Beginning at the Southwest corner of said Lot 12; thence South 89 degrees 14 minutes East 274.38 feet along the South lines of Lots 12 and 11 to a point; thence North 0 degrees 50 minutes East 271.74 feet to a point on the South line of Gateway Boulevard, 50 feet wide; thence on said South line of Gateway Boulevard along a curve to the right having a radius of 238.50 feet, a distance of 54.15 feet to a point of tangency; thence along said South line, North 62 degrees 55 minutes West, 0.15 feet to the Northwest corner of said Lot 11; thence continuing along said South line, North 62 degrees 55 minutes West, 12.27 feet to a point of curve; thence along a curve to the left having a radius of 188.50 feet, a distance of 86.75 feet to a point of tangency; thence North 78 degrees 17 minutes West 13.15 feet to the Northwest corner of said Lot 12; thence along the West line of said Lot 12 the following courses and distances: South 7 degrees 41 minutes 30 seconds West 158.46 feet to a point; thence along a curve to the right having a radius of 200.00 feet a distance of 131.01 feet to a point of tangency; thence South 45 degrees 13 minutes 30 seconds West 58.59 feet to the point of beginning.

Section 2: The Conditional Use Permit granted shall be subject to all applicable statutes, ordinances, rules and regulations, governing Ordinance 5503 except as amended as follows:

1. A building permit must be applied for in order to place the unit at the proposed location according to the site plan attached to Application #24-015.
2. The exterior freezer unit shall be allowed to be located at 10650 Gateway Boulevard for a period of no more than 24 months after approval of this amendment by the City Council or at such a time as the applicant, Katie's Pizza and Pasta Frozen, vacates the premises, whichever is less, subject to building permit approval. If the amount of time needs to be extended, the applicant shall bring the matter before the Planning and Zoning Commission and City Council for approval.

BILL NO. _____

ORDINANCE NO. _____

Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

Section 4: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2024.

TIM CARNEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2024.

ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK