



AGENDA
CITY OF CREVE COEUR
PLANNING AND ZONING
300 NORTH NEW BALLAS RD
NOVEMBER 20, 2023
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. Megan Waller, Administrative Supervisor/Recording Secretary

ACCEPTANCE OF THE AGENDA

APPROVAL OF MINUTES

1. November 6, 2023 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

1. PUBLIC HEARING. Application #23-032: Text Amendment to the Zoning Ordinance to Amend Section 405.450.C, Permitted Uses, to Comply with Federal Law Regarding Short Term Rentals

Jason Jaggi, Director of Community Development, on behalf of the City of Creve Coeur, has submitted an application for text amendments to Section 405.450.C of the Zoning Ordinance which regulates short term rentals. The Court of Appeals for the 5th Circuit of the United States recently held that a residency requirement for owners of residential properties desiring to engage in short term rentals unconstitutionally interferes with interstate commerce. The City of Creve Coeur's



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short term rental ordinance presently contains such a restriction and now must be amended for conformity with federal law. This item was deferred from the September 18, 2023 Planning and Zoning Commission meeting. This item was continued from the November 6, 2023 Planning and Zoning Commission meeting.

NEW BUSINESS

1. PUBLIC HEARING. Applications #23-035 and #23-036: A Conditional Use Permit and Site Development Plan with Associated Boundary Adjustment for Spirit Lexus Located at 10176 Corporate Square Drive

Mike Leep Jr., on behalf of Spirit Lexus, has submitted an application for Conditional Use Permit with associated Site Development Plan and Boundary Adjustment for a Spirit Lexus location at 10176 Corporate Square Drive in the "GC" General Commercial Zoning District. Spirit Lexus plans to relocate and demolish the existing improvements on both parcels, consolidate the 10176 and 1100 parcels into one lot and develop a new 53,134 square foot car dealership on the property. NAICS 441110 New Car Dealers is a conditional use in the "GC" General Commercial district with review and approval by the City Council upon recommendation of the Planning and Zoning Commission.

WORK AGENDA

PENDING APPLICATIONS

1.
 - Duever Estates Final Plat--December 4
 - Taziki's Mediterranean Cafe, 12718 Olive, Conditional Use Permit--December 18
 - 12808 Coulange Court Boundary Adjustment--December 18

DEPARTMENT REPORTS

ADJOURNMENT

Pursuant to Section 610.022 RSMo., the Planning and Zoning Commission could,



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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: _____

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 6:00 PM.

ROLL CALL

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

The following staff were also present:

**Mr. Carl Lumley, City Attorney
Mr. Jason Jaggi, Director of Community Development
Ms. Bethany L. Moore, City Planner
Ms. Megan Waller, Administrative Supervisor/Recording Secretary**

ACCEPTANCE OF THE AGENDA

Ms. O'Brien made a motion to approve the agenda. Mr. Buelter seconded. All in favor.

APPROVAL OF MINUTES

1. October 2, 2023 Planning and Zoning Commission Draft Meeting Minutes

Ms. O'Brien made a motion to approve the October 2, 2023 meeting minutes. Mr. Potashnick seconded. All in favor.

PUBLIC COMMENT

None

NEW BUSINESS

1. Venable Park Master Plan

Jason Valvero, Director of Recreation, stated that he is asking the Commission for comments and suggestions on the proposed plan. He stated that no vote is required from the Commission.



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Mr. Valvero stated that HDR helped to develop the master plan as pro bono work. He explained that the value of the work done was about \$20,000. Mr. Valvero stated that the Venable family has also been included in the master plan process.

Mr. Valvero stated that the City will be applying for funding through the HDR Foundation.

Mr. Valvero stated that the first step of the process was a site assessment. He explained that parking lot, including ADA compliance, is at the top of the list for improvement. He explained that new playground equipment and walking path improvements are also part of the plan.

Mr. Valvero stated that pickleball courts were originally proposed to be added to the park, but these have since been removed due to noise concerns.

Ms. O'Brien asked if the streets could be widened near the park. Mr. Valvero stated that the streets cannot be widened due to lack of right of way and trees.

Mr. Valvero stated that the parking lot will be leveled with added ADA-accessible parking. He explained that the parking lot will be extended.

Mr. Valvero stated that the restrooms will be converted to operate year-round. Mr. Buelter asked what this entails. Mr. Valvero stated that it requires insulation and heating along with other building improvements.

Mr. Valvero stated that the existing playground equipment for 2-5-year-olds will be replaced at a new location. He explained that a smaller splashpad will be added to Venable Park.

Mr. Valvero stated that the existing tennis courts have been closed due to poor condition and that the proposed plan will include new tennis courts.

Mr. Valvero stated that the existing walking path will be replaced and widened. Mr. Buelter asked about the material. Mr. Valvero stated that this has not yet decided and will be determined based on cost.

Mr. Potashnick asked how many proposed parking spaces there will be. Mr. Valvero stated that currently there are 44 and this will be increased to 66.



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Mr. Valvero presented the three memorial choices for the park. Mr. Buelter asked which memorial option would be the easiest to maintain. Mr. Valvero stated that they are all fairly equal.

Mr. Valvero went over the next steps in the review process.

2. PUBLIC HEARING. Application #23-032: Text Amendment to the Zoning Ordinance to Amend Section 405.450.C, Permitted Uses, to Comply with Federal Law Regarding Short Term Rentals

Those speaking to the request were sworn in.

Ms. Bethany Moore, City Planner, stated that currently there are four registered short-term rental properties in the City.

Ms. Moore explained the current requirements for short-term rentals, stating that they must be owner-occupied and the primary residence of the owner.

Ms. Moore stated that the text amendment will remove the owner occupancy requirement and 180-day limitation of rentals due to concerns about interference with interstate commerce, and the prohibition of accessory structures has been expanded to include pools and pool houses.

Ms. Moore stated that short-term rentals are not currently inspected by the City and are monitored on a complaint basis.

Mr. Jaggi recommended continuing the hearing to the next meeting to allow staff and the Commission time to review the ordinance recently passed by the City of St. Louis.

Mr. Potashnick made a motion to continue to the next meeting. Mr. Buelter seconded. All in favor.

RESULT: Continue

MOVER: Potashnick

SECONDER: Buelter

AYES: Julie LaBonte, Thomas Buelter, Rhonda O'Brien, Larry Potashnick, Marjorie Richter

NAYS: None



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**3. PUBLIC HEARING. Application #23-033: Text Amendment to Amend
Section 405.1070 of the Zoning Code Regarding Procedures for
Consideration of Applications for Conditional Use Permits**

Those speaking to the request were sworn in.

Mr. Jason Jaggi, Director of Community Development, stated that changes to the ordinance will emphasize City Council's discretion to approve or deny conditional use permits.

Mr. Jaggi stated that clarifying language has been proposed allowing the City Council to revoke a previously approved CUP. He stated that the proposed changes also clarify that all fees and review escrows are required at the time of application and that a legal description of the property must be provided.

Mr. Jaggi stated that revisions to the ordinance have been made to the six conditional use standards for clarity.

Mr. Jaggi stated that a record of decision will need to be made if a conditional use permit application is denied by the City Council. He explained that this record would be accepted at a subsequent meeting following the denial.

Mr. Lumley added that if an item goes to court, the court is to yield to City Council discretion. He explained that currently there isn't any indication of how the Council came to their decision when a CUP is not approved and that being arbitrary could result in a court reversal.

Mr. Jaggi stated that clarifying language to the construction timeframe requirement has been added for CUPs prior to expiration of the approval.

Ms. LaBonte referred to an emailed resident comment. Mr. Jaggi stated that the change in language is to acknowledge that the application must be consistent with the comprehensive plan. He explained that the comprehensive plan is a guiding document, not an ordinance. Ms. LaBonte suggested removing the word "generally" from the proposed language before consistent.



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Ms. LaBonte asked how "significant negative impact" is defined. Mr. Jaggi stated that the CUP ordinance language refers to injury to the value of a neighboring property. Mr. Buelter asked how impacts are measured. Mr. Lumley gave the example that an appraiser was hired for the trial of the proposed QT court hearing. Mr. Lumley stated that this is up to the City Council's discretion.

No one from the public was in attendance.

Mr. Lumley offered the exhibits to the record and the hearing was closed.

Mr. Potashnick made a motion to recommend approval of the text amendment to City Council as outlined in the staff report with the amendment that revoking a CUP should be separated from approving or denying a CUP in the ordinance language and to remove the word "generally" from the proposed ordinance section E4. Ms. O'Brien seconded. All in favor.

RESULT: Approved MOVER: Potashnick SECONDER: O'Brien AYES: Julie LaBonte, Larry Potashnick, Rhonda O'Brien, Marjorie Richter, Thomas Buelter

4. 2024 Planning and Zoning Commission Meeting Schedule

Mr. Jaggi presented the Commission with the proposed 2024 schedule and stated that the first meeting of the year is typically canceled due to the holidays. He suggested canceling this for 2024.

Mr. Potashnick made a motion to approve the proposed 2024 meeting schedule with the cancelation of the January 2nd, 2024 meeting. Mr. Buelter seconded. All in favor.

WORK AGENDA

None.



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DEPARTMENT REPORTS

1. Olia Village Rezoning Application

Mr. Jaggi stated that the Olia Village project was unanimously approved by City Council with added conditions.

Mr. Jaggi stated that the Council added a condition that the proposed office building on Lot 10 is not to exceed 60ft in height.

Mr. Jaggi stated that an additional 20ft of greenspace is to be added with landscape screening behind the retaining wall.

Mr. Jaggi stated that a condition has been added to Lot 4 stating that the garage cannot exceed 81ft in height. He also explained that the developer reconfigured the building slightly to reduce the height as much as possible.

Mr. Jaggi stated that the financing portion of the project is being discussed and will be presented to City Council in a work session format. Mr. Jaggi stated that permits will not be issued by the City until the financing review is finished.

Mr. Lumley mentioned that the additional conditions mentioned were added as a compromise between the developer and adjacent residents at a meeting with the neighbors, Ward Council Members, and Mayor.

ADJOURNMENT

The meeting adjourned at 7:41 PM.

Submitted by:

Recording Secretary

Chair



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539
www.crevecoeurmo.gov

APPLICATION TO PLANNING AND ZONING COMMISSION #23-032: TEXT AMENDMENT TO THE ZONING ORDINANCE TO AMEND SECTION 405.450.C, PERMITTED USES, TO COMPLY WITH FEDERAL LAW REGARDING SHORT TERM RENTALS

FOR THE MEETING OF: Monday, November 20, 2023, 6:00 P.M.

REQUEST: Jason Jaggi, Director of Community Development, on behalf of the City of Creve Coeur, has submitted an application for text amendments to Section 405.450.C of the Zoning Ordinance which regulates short term rentals. The Court of Appeals for the 5th Circuit of the United States recently held that a residency requirement for owners of residential properties desiring to engage in short term rentals unconstitutionally interferes with interstate commerce. The City of Creve Coeur's short term rental ordinance presently contains such a restriction and now must be amended for conformity with federal law. This item was continued from the November 6, 2023, Planning and Zoning Commission meeting.

ADDITIONAL INFORMATION: Text Amendments to the Zoning Ordinance require a public hearing and review by the Planning and Zoning Commission with final approval by the City Council.

APPLICANT: Jason Jaggi
Director of Community
Development
300 N. New Ballas Road
Creve Coeur, MO 63141

REPORT PREPARED BY: Jason Jaggi, Director of Community Development

DATE: November 15, 2023

ATTACHMENTS: Revised Draft Ordinance

Key Issues:

- Are the changes consistent with the purposes of the Zoning Code?
- Are the changes consistent with the objectives and strategies of the Comprehensive Plan?

Zoning Code References

- Section 405.450 Permitted Uses

Court of Appeals for the 5th
Circuit of the United States

BACKGROUND

The amendments to the short term rental ordinance were first presented at the November 6th Planning and Zoning Commission meeting. The amendments were proposed in response to the Court of Appeals for the 5th Circuit of the United States which recently held that a residency requirement for owners of residential properties desiring to engage in short term rentals unconstitutionally interferes with interstate commerce. The current regulations for Short Term Rentals states that only “owner-occupied dwelling units which remain the owner’s primary residence” are eligible. The revisions removed the requirement for owner occupied units and clarified that only dwellings can be rented on a short term basis and that accessory structures such as swimming pools cannot be rented out separately.

After discussion of the amendments, the Commission voted to continue this item to the November 20th meeting to allow staff and the City Attorney the opportunity to review the newly adopted City of St. Louis short term rental ordinance to determine if any of those provisions would be applicable to Creve Coeur.

REVISED AMENDMENT REQUEST

Since the last meeting, staff has made further changes to the ordinance. These changes are as follows, which are highlighted in the yellow in the attached draft ordinance:

- Removed the requirement for an affidavit to allow for online registration through the City’s new permitting system. Instead, by signing the registration form, the applicant will be acknowledging the rules for short term rentals.
- Added the requirement for contact information for an agent of the property owner to be available on the property within 30-minutes at the request of police. This additional requirement would provide two means of contact for the short term rental property.
- Added an annual registration fee of \$50 to cover processing costs by the City.

Based on staff’s review of the City of St. Louis’ short term rental ordinance, there are several items in that ordinance that could be included in this update. These items include the following requirements:

- Should there be a two-night minimum stay?
- Should there be prohibition of parties, events, food service?
- Should there be a maximum number of units for an owner?
- Should there be a limit on units in multiunit buildings?
- Should there be a requirement that the applicable rules be posted in the unit?
- Should the annual verification include confirmation of smoke and CO2 detectors and fire extinguishers?

Staff requests further direction on these items from the Commission. Based upon the discussion, these additional requirements can be added to the ordinance, and included in the motion, as part of the Commission’s recommendation to the City Council.

MOTION

If the Planning and Zoning Commission believes the proposed changes to the short term rentals requirements are appropriate, the following would be a suitable motion for this application, including any additional requirements as discussed in the staff report:

“I move to recommend approval of the text amendment to modify the Short Term Rentals requirements as regulated in Section 405.450.C of the Zoning Code as shown on the attached draft ordinance.”

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.

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 405.450.C OF THE CITY ZONING CODE
REGARDING SHORT TERM RENTALS.**

WHEREAS, the Court of Appeals for the 5th Circuit of the United States recently held that a residency requirement for owners of residential properties desiring to engage in short term rentals unconstitutionally interferes with interstate commerce; and

WHEREAS, an application was submitted by the Director of Community Development for text amendments to Section 405.450.C of the City's Zoning Ordinance to eliminate such a residency requirement; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for such changes as set forth herein for conformity with state and federal law and zoning practices that are consistent with public health and welfare; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on _____, 2023, beginning at 6:00 p.m., or immediately following the close of the previous public hearing; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of ____ recommended approval of the subject amendments at its meeting on _____, and

WHEREAS, notice of said public hearing had previously been 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 otherwise posted and published in accordance with the Zoning Ordinance; and

WHEREAS, all persons who presented themselves at said meeting and desiring to be heard 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 City Council; and the Bill was read by title in open meeting two times before final passage by the City Council; and

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances as provided herein would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest, and avoid litigation costs;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
CREVE COEUR, MISSOURI, AS FOLLOWS:**

Section 1. The definition of Short Term Rental in Section 405.120 of the Code Of Ordinances is hereby amended to read as follows:

SHORT TERM RENTAL

A rental of any legally permitted ~~owner-occupied~~ dwelling unit, or a portion of such a legally permitted dwelling unit for a period of less than thirty (30) consecutive days to a specific renter.

BILL NO. _____

ORDINANCE NO. _____

Section 2. Section 405.450.C of the Code of Ordinances is hereby amended to read as follows:

C. Short Term Rental. Short term rentals as defined in Section **405.120** are a permitted use subject to registration and the following specific standards:

1.

Short term rental ~~dwelling units shall be permitted only in owner-occupied dwelling units which remain the owner's primary residence and~~ shall be subject to all requirements of City and State building, fire, safety and occupancy codes and limits.

2.

~~Short term rentals of a property shall be limited to one hundred eighty (180) days in any calendar year.~~

3.

No traffic shall be generated by such residence during any short-term rental in greater volumes than would normally be expected in a residential neighborhood.

34.

Maximum occupancy during a short-term rental shall be limited to two (2) adults times the number of legally recognized bedrooms/sleeping rooms under City Building Codes.

45.

The residential appearance of the home structure and its lot or site shall be maintained at all times in reasonable conformance with the surrounding neighborhood.

56.

~~A short-term rental shall include the primary dwelling unit and No~~ short-term rental shall occur within any accessory structure ~~as defined in Section 407.460 including but not limited to swimming pools and other recreational facilities, boat docks, pool houses, and garages.~~

67.

No exterior displays or signs other than a name plate as exempted in Section **405.930(E)** shall be allowed. The property owner shall post a legible notice near the primary entrance to the residence stating as follows: "This property is rented in 'as is' condition and has not been inspected by the City of Creve Coeur for purposes of any rental." The property owner shall include this disclaimer in any advertising or online posting regarding short term rentals.

78.

The property owner shall maintain a record of the name, address and telephone number of all renters for three (3) years, to be produced upon request by the City.

89.

The owner of the property shall register their intent to engage in short term rentals by filing a verified affidavit in the form as prescribed by the Director of Community Development with the City prior to the first rental, and by February 1 of each succeeding year for further rentals, acknowledging all applicable regulations and stating their name and mobile telephone contact information and the name and mobile telephone contact information of an agent who would. ~~If the owner will not be able to appear at the property within thirty (30) minutes of a police request at any time during a short term rental, the affidavit shall include such contact information for a person who will be able to appear within thirty (30) minutes~~

BILL NO. _____

ORDINANCE NO. _____

of such a request and who has the owner's authorization to address any issues or problems that may arise at the property. There must be a separate registration for each property. An annual registration fee of \$50 must accompany each registration.

Commented [CL1]: Revised since Nov 6 meeting

910.

The owner or alternate contact shall, upon notification from the Police Department that any person on the premises is engaged in disorderly conduct or violating any applicable law, ordinance, rule or regulation pertaining to the use and occupancy of the property, ~~shall~~ respond in a timely and appropriate manner to immediately halt or prevent reoccurrence of such conduct, in cooperation with the police if necessary.

1011.

The property Owner shall use reasonably prudent practices to ensure that there are no unreasonable noise or disturbances, disorderly conduct or violation of any applicable law, ordinance, rule or regulation during a short-term rental of their property.

1112.

Any ordinance violations shall be subject to general penalties under the City Code of Ordinances. Additionally, in the event of material violations of the foregoing standards, the Director of Community Development may issue notice suspending all rights to use the property for short term rentals for such period of time as deemed appropriate under the circumstances, during which suspension all such uses shall cease. The Director of Community Development may apply such suspension to all properties in the City belonging to such owner or their affiliated persons or entities. Any such suspension may be appealed as provided in this Zoning Ordinance.

Section 3.

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

ADOPTED THIS ____ DAY OF _____, 2023.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

BILL NO. _____

ORDINANCE NO. _____

KELLIE HENKE
CITY CLERK

Summary
Board Bill Number 33
Floor Substitute
As Amended
Introduced by Alderman Bret Narayan
May 19, 2023

This bill requires a permit to operate a Short-Term Rental in the City of St. Louis, requires designation of a Short-Term Rental Agent to respond to concerns regarding the operation of a Short-Term Rental, prescribes an application process and process for the appeal of the denial of a Short-Term Rental permit, as well as process for the revocation of any such permit.

The bill sets conditions on the operation of Short-Term Rentals.

The permit processes, procedures and requirements are intended to be codified as Chapter 25.57 of the Revised Code of the City of St. Louis.

The purpose of this bill is to protect the public health, safety, and general welfare of individuals and the community at large to facilitate and provide reasonable means for citizens to mitigate impacts created by occupancy of Short-term Rental Units and to implement rationally based, reasonably tailored regulations to protect the integrity of the City's neighborhoods.

**BOARD BILL NUMBER 33 FLOOR SUBSTITUTE AS AMENDED INTRODUCED BY
ADLERMAN BRET NARAYAN
COSPONSORS: PRESIDENT MEGAN GREEN/ ALDERWOMAN ALISHA SONNIER/
ALDERWOMAN DANIELA VELAZQUEZ/ ALDERMAN MICHAEL BROWNING**

1 An ordinance requiring a permit to operate a Short-Term Rental; requiring designation of
2 a Short-Term Rental Agent to respond to concerns regarding the operation of a Short-Term
3 Rental; prescribing an application process and process for appeal of the denial of such a permit;
4 setting forth additional conditions on the operation of Short-Term Rentals; setting an effective
5 date for such permit requirement; and these permit processes, procedures and requirements to be
6 codified as Chapter 25.57 of the Revised Code of the City of St. Louis; waiving any conflicts in
7 other ordinances; and containing a severability clause and an emergency clause.

8 **WHEREAS**, the City of St. Louis is a regular host of conventions, conferences, some of the
9 nation's leading attractions and sporting events; and

10 **WHEREAS**, the additional availability of diverse lodging options helps enhance the City's
11 competitive position to attract such events that spark the City's economy; and

12 **WHEREAS**, Short-Term Rental guests are more likely than other visitors to shop at small,
13 locally-owned businesses and restaurants; and

14 **WHEREAS**, Short-Term Rental Owners should be held accountable for operating in accordance
15 with all laws and meeting community standards; and

16 **WHEREAS**, the City of St. Louis desires to strengthen and perpetuate the identity and other
17 benefits neighbors derive from being members of their community; and

18 **WHEREAS**, a lack of regulation of Short-Term Rental Units in a community increases a
19 commercial element among residential uses; and

1 **WHEREAS**, as the popularity of Short-Term Rental Units has grown and it is necessary for the
2 City of St. Louis to establish a framework of regulations; and

3 **WHEREAS**, the establishment of a framework of regulations by the City of St. Louis which
4 shall govern the operation of Short-Term Rentals within the City shall not supersede existing
5 private agreements, leases or covenants such as condominium association rules should such
6 agreements prohibit the operation of certain properties as Short-Term Rentals;

7 **WHEREAS**, nothing contained herein shall create a legal property right to a Short-Term Rental
8 Permit, which may only be issued and maintained as allowed and issued in this Chapter;
9 Therefore:

10 **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

11 **SECTION ONE. City of St. Louis Short-Term Rental Ordinance.**

12 This chapter shall be known as the “City of St. Louis Short-Term Rental Ordinance.”

13 **SECTION TWO. Intent.**

14 It is the purpose of this chapter to protect the public health, safety, and general welfare of
15 individuals and the community at large to facilitate and provide reasonable means for residents to
16 mitigate impacts created by occupancy of Short-Term rental units and to implement rationally
17 based, reasonably tailored regulations to protect the integrity of the city’s neighborhoods.

18 **SECTION THREE. Definitions and General Provisions.**

1 A. "Dwelling Unit," for purposes of this Chapter, Dwelling Unit means a room or group
2 of rooms with cooking and sanitary facilities, occupied or arranged for occupancy by a
3 single family, as defined in the existing zoning code.

4 B. "Short-Term Rental" is a lodging use, that is not a hotel or motel, RV park or
5 campground, any type of institutional dwelling, time share property, or bed and breakfast.

6 "Short-Term-Rental" means a rental of any Dwelling Unit, in whole or in part, within the
7 City of St. Louis, to any person(s) for transient use, other than (1) in a permitted bed and
8 breakfast; (2) ongoing month to month tenancy for the same dwelling; or (3) home exchange
9 for which there is no payment. "Short-Term Rental" allows residential occupancy of the
10 rented dwelling for a term of thirty (30) days or less, and requires that the Short-Term Rental
11 use is permitted to operate pursuant to a current and valid permit on file with the City.

12 C. "Short-Term Rental Agent" means a person or organization authorized by the Short-
13 Term Rental Owner, as the operator of a Short-Term Rental Unit on the Short-Term Rental
14 Permit Application. Such an operator shall be available for and responsive to contact at all
15 times. The Short-Term Rental Agent of Short-Term Rental, Occupied shall be the principal
16 resident, either the owner or the tenant/lessee of the owner and authorized by the owner for
17 Short-Term Rental.

18 D. "Short-Term Rental, Non-Occupied " means a Short-Term Rental Unit not used as a
19 principal residence by either the owner or the tenant/lessee authorized by the owner for
20 Short-Term Rental

1 E. “Short-Term Rental, Occupied” means a Short Term Rental Unit used as the principal
2 residence by either the owner or the tenant/lessee of the owner and authorized by the owner
3 for Short-Term Rental. A resident can have only one principal residence.

4 F. “Short-Term Rental Owner” means the owner of record of the property as reflected in the
5 City of St. Louis Assessor records.

6 G. “Short-Term Rental Permit” is the permit issued by the Building Division of the City of
7 St. Louis to the Short-Term Rental Owner or the designated Short-Term Rental Agent
8 who has submitted the required documentation and met the requirements set forth in this
9 Chapter and in Chapter 25 of the Revised Code for operation of a Short-Term Rental
10 Unit. Short-Term Rentals, Non-Occupied shall require a Graduated Business License to
11 obtain a Short-Term Rental Permit. Short-Term Rental Permits shall only be issued to
12 natural persons, and not to business entities.

13 H. “Short-Term Rental Unit” shall mean a Dwelling Unit, in whole or in part, used as a
14 Short-Term Rental. A Short-Term Rental Unit may be either a Short-Term Rental, Occupied
15 or a Short-Term Rental, Non-Occupied.

16 I. “Short-Term Rental Platform” means a person or company who for compensation or a fee
17 uses an internet platform to primarily list property rentals including Short-Term Rentals as
18 defined in this Chapter.

19 **SECTION FOUR. Short-Term Rental Permit**

- 1 A. No person shall rent, lease or otherwise exchange for compensation all or any portion
2 of a Dwelling Unit as a Short-Term Rental Unit as defined in this Chapter, without
3 first obtaining a Short-Term Rental Permit pursuant to the regulations contained in
4 this Chapter. Nothing in this Chapter shall be construed to require an owner of an
5 owner-occupied property in which said owner resides and makes his primary
6 residence to obtain a permit for Long-Term Rental of a room in said home in which
7 he or she lives, provided such owner is present and living in the home while the room
8 is rented, or to require a General Business License for a Short-Term Rental,
9 Occupied.
- 10 B. No permittee shall transfer the right to operate under any permit issued under this
11 Chapter to any other person or entity by lease, agreement, contract or any other
12 agreement.
- 13 C. A permit issued under this chapter shall grant the legal right to operate a Short-Term
14 Rental Unit only at the Dwelling Unit for which it is issued.
- 15 D. No permit shall be issued for any Short-Term Rental Unit which offers a minimum
16 stay of less than two (2) nights. After issuance of a permit, any Short-Term Rental
17 unit found to offer a minimum stay of less than two (2) nights shall be revoked.
- 18 E. No Short-Term Rental, Non-Occupied unit located within a structure or upon a parcel
19 benefited by tax increment financing or tax abatement shall be eligible for registration
20 as a Short-Term Rental, Non-Occupied unit during the term of the agreement.

1 F. Applicants for units within structures that only contain two dwelling units shall be
2 permitted to apply for up to two Short-Term Rental, Non-Occupied permits. Both of
3 these permits shall count toward the permit holder's cap of four Short-Term Rental,
4 Non- Occupied units.

5 G. No more than one Short-Term Rental, Non-Occupied permit shall be issued to
6 applicants in a structure in which there are three (3) or four (4) units. The total
7 percentage of units with Short-Term Rental permits in a three (3) or four (4) unit
8 structure cannot exceed fifty (50) percent.

9 H. No permits shall be issued for a Short-Term Rental, Non-Occupied in a structure
10 where there between five (5) and twenty three (23) Dwelling Units and over twenty
11 five (25) percent of Dwelling Units in the structure have an active permit for a Short-
12 Term Rental, Non-Occupied unit.

13 I. No permits shall be issued for a Short-Term Rental, Non-Occupied in a structure
14 where there are twenty-four (24) or more Dwelling Units and over twelve and a half
15 (12.5%) percent of Dwelling Units in the structure have an active permit for a Short-
16 Term Rental, Non-Occupied.

17 J. Nothing in this Chapter shall be deemed to alter, affect, supersede or conflict with
18 the requirements of any state or federal law or of the City of St. Louis Revised Code
19 of Ordinances, including but not limited to those within the City of St. Louis Zoning
20 Ordinance, the Building Codes adopted by the City of St. Louis, and any taxes
21 collected under the authorization of City, State or Federal law including the Hotel-

1 Motel room taxes which the City License Collector is authorized to collect under
2 67.657, RSMo., 67. 619, RSMo., or any other law which requires registration with the
3 License Collector, including but not limited to, the requirement of the provision of
4 information as deemed necessary to confirm the type of business to be operated.

5 **SECTION FIVE. Application for Short-Term Rental, Occupied Permit**

6 Applicants for a Short-Term Rental permit for a Short-Term Rental, Occupied shall submit, on
7 an annual basis, an application for a Short-Term Rental permit to the Building Division.

8 A. The application for a Short-Term, Occupied Short-Term Rental Permit shall be accompanied
9 by a non-refundable application fee in the amount of \$150.00. Such application shall require the
10 following information, to be collected on a form provided by the Building Division, and shall be
11 completed prior to the inspection required in the Application process, which shall be conducted
12 by the Building Division:

13 a. The address of the Dwelling Unit to be used as a Short-Term Rental;

14 b. The name, address, telephone number, and email address of the owner, or tenant/lessee
15 applying for the permit;

16 c. Signed acknowledgment that from the owner, or tenant/lessee applying for the permit
17 that they have reviewed this Chapter and understand its requirements;

18 d. The number and location of off street or on site parking spaces allotted to the premises;

1 e. The owner's or the tenant/lessee's agreement to use his or her best efforts to ensure
2 that use of the premises by Short-Term Rental occupants will not disrupt the neighborhood, and
3 will not interfere with the rights of neighboring property owners to the quiet enjoyment of their
4 properties; and

5 f. Any other information that this Chapter requires and any other information required by
6 the Building Commissioner in the execution of the Application process as part of any application
7 for a Short-Term Rental Permit, as determined by the Building Commissioner. The Building
8 Commissioner or the Commissioner's designee shall have the authority to obtain additional
9 information from the applicant as necessary to achieve the objectives of this Chapter. The
10 Building Commissioner shall promulgate rules and regulations deemed necessary in the interest
11 of public safety, public health and general welfare to interpret and implement the provisions of
12 this Chapter.

13 B. An application for a Short-Term Rental, Occupied shall be accompanied by a form requiring
14 the applicant to affirm that the property to be used as a Short-Term Rental, Occupied is occupied
15 by an owner who occupies the property as their primary residence. An individual may have only
16 one primary residence in the City of St. Louis. The applicant shall also affirm that the resident of
17 the property has paid their personal property tax at the address of the proposed Short-Term
18 Rental, Occupied unit for the previous tax period. The applicant shall also affirm that the
19 property is not subject to any contractual restrictions, precluding the property from being used
20 for Short-Term Rentals, including but not limited to: homeowner association agreement,

condominium bylaws, restrictive covenants, leases or building restrictions. The applicant shall affirm that the property owner or renter has no outstanding real estate taxes, bills for services of City liens associated with the property that is the subject of the application, nor does the owner or renter owe any other obligations to the City including: (a) Personal Property Tax; (b) Real Estate tax on properties located in the City of St. Louis; (c) City of St. Louis Earnings Tax; (d) City of St. Louis Water and Refuse bills; (e) City of St. Louis Business License Fees; and (f) fees owed in connection with Short-Term Rentals. Submission of an form containing false information will be cause for revocation of permit for Short-Term Rental.

C. Attached to the submission of the application described in this section, the Short-Term Rental Permit applicant shall provide:

a. Written rules to be posted in the Short-Term Rental Unit, which must include: Acknowledgement that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the City's existing ordinances, including but not limited to Ordinance 67002 as may be amended, that regulate noise.

b. Acknowledgement and agreement that the maximum occupancy of a Short-Term Rental Unit is limited to the occupancy limit as determined by the Building Commissioner and, if available, the location and the amount of on site parking.

c. Acknowledgement and agreement that violations of this Chapter by Short-Term Rental Agent, Short-Term Rental Owner, or short-term rental guest may result in immediate termination of the permit as well as the potential liability for payments of fines levied by the City; and

d. Written approval by the owner of the property for use of the property as a Short-Term Rental.

SECTION SIX: Application for Short-Term Rental, Non-Occupied

A. Applicants for a Short-Term Rental permit for a Short-Term Rental, Non-Occupied shall submit, on an annual basis, an application for a Short-Term Rental permit to the Building Division.

B. Certain Dwelling Districts. No Short-Term Rental Permit may be issued within a Dwelling District zoned “A Single-Family” without a conditional use permit.

C. The application for a Short-Term Rental, Non-Occupied permit shall be accompanied by a non-refundable application fee in the amount of \$150.00. Such application shall require the following information, to be collected on a form provided by the Building Division, and shall be completed prior to the inspection required in the Application process, which shall be conducted by the Building Division:

a. The address of the Dwelling Unit to be used as a Short-Term Rental;

b. The name, address, telephone number, and email address of the owner, or tenant/lessee and Short-Term Rental Agent.

c. Signed acknowledgment that he or she has reviewed this Chapter and understands its requirements;

1 d. The number and location of off street or on site parking spaces allotted to the premises;

2 e. The owner's or the tenant/lessee's and Short-Term Rental Agent's agreement to use his
3 or her best efforts to ensure that use of the premises by Short-Term Rental occupants will not
4 disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to
5 the quiet enjoyment of their properties; and

6 f. Written approval by the owner of the property for use of the property as a Short-Term
7 Rental.

8 g. Any other information that this Chapter requires and any other information required by
9 the Building Commissioner in the execution of the Application process as part of any application
10 for a Short-Term Rental Permit, as determined by the Building Commissioner. The Building
11 Commissioner or the Commissioner's designee shall have the authority to obtain additional
12 information from the applicant as necessary to achieve the objectives of this Chapter. The
13 Building Commissioner shall promulgate rules and regulations deemed necessary in the interest
14 of public safety, public health and general welfare to interpret and implement the provisions of
15 this Chapter.

16 D. Attached to the submission of the application described in this section, the Short-Term
17 Rental Permit applicant shall provide:

18 a. Written rules to be in the Short-Term Rental Unit, which must include:

19 Acknowledgement that it shall be unlawful to allow or make any noise or sound that

exceeds the limits set forth in the City’s existing ordinances that regulate noise, including but not limited to Ordinance 67002.

b. Acknowledgement that the maximum occupancy of a Short-Term Rental Unit is limited to the occupancy limit as determined by the Building Commissioner and, if available, the location and the amount of on-site parking.

c. Acknowledgement and agreement that violations of this Chapter by Short-Term Rental Agent, Short-Term Rental Owner, or short-term rental guest may result in immediate termination of the permit as well as the potential liability for payments of fines levied by the City; and

d. A form affirming that the property is not subject to any contractual restrictions, precluding the property from being used for Short-Term Rentals, including but not limited to: homeowner association agreement, condominium bylaws, restrictive covenants, leases or building restrictions. The applicant shall affirm that the property owner or renter has no outstanding real estate taxes, bills for services of City liens associated with the property that is the subject of the application, nor does the owner or renter owe any other obligations to the City including: (a) Personal Property Tax; (b) Real Estate tax on properties located in the City of St. Louis; (c) City of St. Louis Earnings Tax; (d) City of St. Louis Water and Refuse bills; (e) City of St. Louis Business License Fees; and (f) fees owed in connection with Short-Term Rentals. Submission of false information will be cause for revocation of permit for Short-Term Rental.

SECTION SEVEN: Regulations.

A. Any Short-Term Rental, Non-Occupied applicant may be issued permits for no more than four (4) Short-Term Rental Units owned by the same property owner in the City of St. Louis.

Applicants must be natural persons and applicants are limited to four (4) active Short-Term Rental, Non-Occupied permits. No permits for a Short-Term Rentals, Non-Occupied shall be issued to applicants in a structure for which the percentage limit of Short-Term Rentals, Non-Occupied has already been reached as provided in Section Four.

B. Short-Term Rentals shall be made available only for the occupancy load to be determined by the Building Commissioner in accordance with the City's Residential Code, and that shall be the limit of persons that may occupy the Dwelling Unit being rented.

C. The permit holder of a Short-Term Rental unit may not enter into a contract with more than one (1) party during any given rental period.

D. The Short-Term Rental unit may not be rented or offered for use as reception space, party space, meeting space, or for other similar events.

E. No food service may be provided by the permit holder of the Short-Term Rental; pre-packaged foods and beverages may be provided in the Short-Term Rental Unit and will not violate this provision.

1 F. No exterior evidence that the property is being used as a Short-Term Rental shall be allowed,
2 including signs, with the exception of a marker limited to one (1) foot by one (1) foot in size
3 issued by the City of St. Louis.

4 G. If the Short-Term Rental Agent changes, the new Short-Term Rental Agent shall notify the
5 City of St. Louis within ten (10) business days of the change or prior to any rental of the Short
6 Term Rental, whichever is sooner.

7 H. The Short-Term Rental unit shall have working smoke detectors inside and outside every
8 bedroom, carbon monoxide alarms outside every bedroom, and a properly maintained and
9 charged fire extinguisher on all habitable floors.

10 I. A legible copy of the Short-Term Rental Unit Permit shall be posted within the unit, and
11 include prominently all of the following information, in addition to any other information
12 required by the Building Commissioner:

13 a. The name, address, telephone number and email address of the Short-Term Rental

14 Agent;

15 b. The Short-Term Rental Unit permit number

16 c. The maximum occupancy of the unit

17 d. The maximum number of vehicles that may be parked at the unit.

18 **SECTION EIGHT. Short-Term Rental Agent**

1 Every Short-Term Rental shall have a Short-Term Rental Agent designated on the application for
2 a Short-Term Rental Permit. Failure of the Short-Term Rental Agent to fulfill the duties listed
3 below may result in the revocation of the Short-Term Rental Permit. A Short-Term Rental
4 Owner may also serve as the Short-Term Rental Agent. The duties of the Short-Term Rental
5 Agent are to:

6 A. Be available to address any problems at all times arising from the use of the Short-Term
7 Rental Unit during the entire period of the rental;

8 B. The Short-Term Rental Agent must be able to be physically present at the address within one
9 hour if required. It is an obligation of the applicant to provide a Short-Term Rental Agent that
10 can be on-site within an hour if required.

11 C. Keep his or her name and emergency contact phone number posted in a readily visible place
12 in the Short-Term Rental Unit;

13 D. Receive and retain a copy of any notice of violation related to the use or occupancy of the
14 premises from the property owner;

15 E. Monitor the Short-Term Rental Unit for compliance with this Chapter; and

16 F. Ensure that the Short-Term Rental Permit number is listed on each online listing.

17 **SECTION NINE: Publication of Short-Term Rentals**

18 All addresses for Short-Term Rentals with a permit will be posted publicly on the City's website.

19 All addresses for Short-Term Rentals with a revoked permit shall be posted publicly on the
20 City's website.

21 **SECTION TEN: Grant or Denial of Application.**

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Board Bill Number 33

Floor Substitute

As Amended

Narayan

May 19, 2023

1 Review of a Short-Term Rental Permit Application shall be conducted in accordance with due
2 process principles and shall be granted unless the applicant fails to meet the conditions and
3 requirements of this Chapter or federal or state law or local ordinance related to the operation of
4 a Short-Term Rental, or otherwise fails to demonstrate the ability to comply with local, state or
5 federal law through the operation of the proposed Short-Term Rental. No permit shall be granted
6 to operate a Short-Term Rental unit if the property is the subject of a unresolved nuisance
7 violation and no permit shall be issued for any property with any unresolved City violations. Any
8 false statements or information provided in the application are grounds for revocation and/or
9 imposition of penalties, including denial of future applications.

10 **SECTION ELEVEN: Provisions for Revocation**

11 A. To ensure the continued application of the intent and purpose of this Chapter, the Building
12 Division shall notify the Short-Term Rental Owner and the Short-Term Rental Agent of a Short-
13 Term Rental Unit of all instances in which nuisance behavior of the rental guest or the conduct
14 of his or her Short-Term Rental Unit Agent results in a notification letter for a code violation or
15 other legal infraction.

16 B. The Saint Louis Metropolitan Police Department shall maintain a record of all municipal
17 violations of City ordinances and state law occurring at or relating to a Short-Term Rental Unit
18 and communicate those violations regularly to the Building Division. Building Inspectors, and
19 other City departments, may also contribute violations to this record of violations. Violations
20 may be incurred by the Short-Term Rental Owner, Short-Term Rental Agent, as well as short

1 term rental guests. When there are three (3) violation notices sent regarding law violations and
2 nuisance instances at the same property within a period of twenty four (24) consecutive months,
3 the City shall revoke any existing permits and reject all applications for Short-Term Rental
4 Permits for that particular property for a period of up to twelve (12) consecutive months. Any
5 additional properties with the same owner that do not have three (3) consecutive violation notices
6 within a twenty four (24) month period shall remain valid, and the Short-Term Rental Agent of
7 such additional properties may continue to serve as the Short-Term Rental Agent unless and
8 until the underlying permit has been revoked. Permit holders shall be afforded an opportunity to
9 rectify all violations within thirty (30) days to the satisfaction of the Building Commissioner.
10 Further, the permit holder shall have the right to appeal the revocation decision within thirty (30)
11 days of the date of revocation, as set forth in this Chapter.

12 C. Fully adjudicated violations prosecuted in municipal court involving a property that is a
13 Short-Term Rental Unit will be assessed a \$500.00 fine per violation. Short-Term Rental Permits
14 that are revoked shall be posted on the official City website by the Building Commissioner.

15 D. Except as provided herein, any person violating the provisions of the Code shall be
16 prosecuted as provided in this Chapter. With respect to violations that are continuous with
17 respect to time, each day the violation continues is a separate offense. Renter guests staying in
18 Short-Term Rentals who violate any City, state or federal law are subject to being charged with
19 law violations.. Nothing in this Chapter shall be intended to limit the ability of the City to pursue
20 any other remedies available to it under any law, federal, state or local.

1 E. The Building Commissioner has the power to initiate revocation of the permit when the
2 subject property of the permit is not being operated in compliance with the Short-Term Rental
3 Operating Requirements set forth under this ordinance and also to initiate revocation in the
4 interest of the public welfare. The Building Commissioner may initiate permit review and
5 potential revocation of the permit upon the first instance of a violation or a complaint. Nothing in
6 this ordinance limits existing powers of the Building Commissioner, including his ability to
7 condemn properties for occupancy and to take emergency actions.

8 F. A Short-Term Rental Owner or Short-Term Rental Agent aggrieved by the City's decision to
9 revoke or deny a Short-Term Rental Permit may appeal the decision in writing to the Building
10 Commissioner. The appeal must be filed within thirty (30) business days of the adverse action
11 and it shall contain a concise statement of the reasons for the appeal. The Building
12 Commissioner or appointed designee shall consider and respond to the appeal in writing within
13 thirty (30) days after receipt. The Building Commissioner shall adopt administrative rules which
14 shall govern any such appeals. Such procedures and processes must conform to the constitutional
15 principles of due process and shall provide notice and an opportunity to be heard. The Building
16 Commissioner shall render a determination, which will constitute a final ruling. The decision of
17 the Building Commissioner may be appealed to the Circuit Court of the City of St. Louis.

18 G. Nothing in this section shall limit the City from enforcement of its Code, state or federal law
19 by any other legal remedy available to the City. Nothing in this section shall be construed to limit
20 or to supplant the power of any City inspector, Marshal, or other duly empowered officer under

the City’s ordinances, rules, and regulations and the authority granted under state law, as amended, to take necessary action, consistent with the law, to protect the public from property which constitutes a public nuisance or to abate a nuisance by any other lawful means or proceedings.

H. The assistance and cooperation of police, fire and health departments and all other officials shall be available to the Building Commissioner as required in the performance of his duties under this Chapter.

I. The Building Division shall monitor a public intake portal through which residents can submit questions or complaints to the Building Division regarding short-term rentals.

SECTION TWELVE: Taxes.

Short-Term Rentals are subject to applicable state and local taxes and are responsible for payment thereof as established by state law and city ordinances, including all taxes set forth in Section Four herein.

SECTION THIRTEEN: Short-Term Rental Platforms

A. Permit Required. A permit will be required for a Short-Term Rental Platform to operate utilizing properties in the jurisdiction of the City of St. Louis. The application for Short-Term Rental Platform shall be accompanied by a non-refundable application fee in the amount of \$500.00. The permit application to be generated by the City shall include requirements as determined by the Building Commissioner, and such requirements shall include, but are not

1 limited to: the Short-Term Rental Platform shall limit listings within the City of St. Louis to
2 those with a valid short-term rental permit. Short-Term Rental Platforms shall have the duty to
3 remove properties with no such permit, and properties which have experienced a loss or
4 revocation of such permit, from the platform. The City will notify the platform permit holder
5 when the permit for such property's Short-Term Rental has been revoked. Platforms shall
6 remove properties that are no longer permitted within seven (7) days of the notice provided to the
7 Platform by the City. Failure to so remove such property from the Platform shall result in a
8 violation of this Section, and may result in revocation of the Permit issued to the Short-Term
9 Rental Platform, as well as constituting a violation of this Chapter.

10 B. The City shall post a list of all Short-Term Rental Platforms with a revoked permit and those
11 with a valid permit publicly on the City's website.

12 C. Short-Term Rental Platforms shall ensure that each listing for a Short-Term Rental is
13 accompanied by a Short-Term Rental Permit number.

14 D. Short-Term Rental Platforms must provide a phone line and a link to the City's website portal
15 for community members to submit concerns and complaints regarding Short-Term Rentals in
16 their neighborhood.

17 E. Short-Term Rental Platforms must provide information regarding compliance with this
18 Chapter, and penalties for violation of this Chapter to Short-Term Rental Agents prior to listing
19 a Short-Term Rental.

1 F. Within the first year of the ordinance’s effective date, Short-Term Rental Platforms must meet
2 with the Building Division to provide and receive feedback on implementation.

3 G. Short-Term Rental Platforms that are properly permitted will be listed on the City’s website
4 as permitted platforms in the City of St. Louis.

5 H. Short-Term Rental Platforms shall be required to prompt hosts to include the City-issued
6 permit number in their listing(s). Hosting platforms shall not complete any booking transactions
7 for any Dwelling Unit or other property purporting to be a Short-Term Rental in the City unless
8 it is listed on the City’s registry to be created by the Building Commissioner, at the time the
9 Platform receives a fee for the booking transaction. However, no Short-Term Rental Platform
10 shall be in violation of this subsection for any short-term rental transaction occurring fewer than
11 two (2) days after the Short-Term Rental Permit expired or was revoked.

12 I. In addition to any other remedy provided by this Chapter or allowed by law, the Building
13 Commissioner may deny a permit or revoke a Short-Term Rental Platform permit for violations
14 of this Chapter. Such permit holder shall be notified in writing of the grounds for denial or
15 revocation of such permit and of their right to appeal the decision.

16 J. The remedies provided for in this Chapter are in addition to, and not in lieu of, all other legal
17 remedies, civil or criminal, which may be pursued by the City to address any violation of this
18 Chapter.

19 **SECTION FOURTEEN: Authority to Prescribe Additional Rules and Regulations.**

20 The Building Commissioner shall promulgate regulations as may be necessary and feasible for
21 the carrying out of the intent of this ordinance and the duties of the Commissioner that are not

inconsistent with the provisions of this ordinance and rules and regulations deemed necessary in the interest of public safety, public health and general welfare to interpret and implement the provisions of this Chapter within one hundred and eighty (180) days following the effective date of this ordinance subject to approval by the Board of Public Service. The rules and procedures as adopted by the Board of Public Service shall be in writing and kept on file in the Building Commissioner's Office and posted to the City's website. The rules and procedures may be amended by the Building Commissioner as needed with the approval of the Board of Public Service.

SECTION FIFTEEN IS RESERVED

SECTION SIXTEEN: Effective Date.

This Chapter shall become effective as soon as technically feasible as determined by the Building Commissioner or one year from the date this bill becomes law.

SECTION SEVENTEEN: Conflicts.

Except as provided herein, all ordinances or parts thereof in conflict with this Chapter are hereby waived to the extent of the conflict.

SECTION EIGHTEEN: Severability Clause. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof, and that the Board of Aldermen intends to adopt each said part, section and subsection separately and

BOARD BILL NUMBER 33
FLOOR SUBSTITUTE
AS AMENDED
FISCAL NOTE

Preparer's Name: Frank Oswald

Phone Number or Email Address: (314) 622-3318

Bill Sponsor: Alderman Bret Narayan

Bill Synopsis:	This bill requires a permit to operate a Short-Term Rental, requires designation of a Short-Term Rental Agent to respond to concerns regarding the operation of a Short-Term Rental, prescribes an application process and process for appeal of the denial of such permit. The bill sets on the operation of Short-Term Rentals. The permit processes, procedures and requirements are intended to be codified as Chapter 25.57 of the Revised Code of the City of St. Louis.
Type of Impact:	The regulation of short-term rental properties in the City of St. Louis
Agencies Affected:	Building Division

SECTION A

Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? ___X___Yes ___No
- An undertaking of a new service for which no funding is provided in the current adopted city budget? ___X___Yes ___No
- A commitment of city funding in the future under certain specified conditions? ___X___Yes ___No
- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? ___Yes ___X___No

(01/2017)

- An execution or initiation of an activity as a result of federal or state mandates or requirements? ☐ Yes ☒ No
- A capital improvement project that increases operating costs over the current adopted city budget? ☐ Yes ☒ No
- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? ☐ Yes ☒ No

If the answer is yes to any of the above questions, then a fiscal note must be attached to the board bill. Complete Section B of the form below.

SECTION B

- Does the bill require the construction of any new physical facilities? ☐ Yes ☒ No
 - If yes, describe the facilities and provide the estimated cost:
- Is the bill estimated to have a direct fiscal impact on any city department or office? ☒ Yes ☐ No
 - If yes, explain the impact and the estimated cost:

It is estimated the cost of regulating short-term rentals will be an average cost of \$306,909 the first 3 years.

- Does the bill create a program or administrative subdivision? ☐ Yes ☒ No
 - If yes, then is there a similar existing program or administrative subdivision? ☐ Yes ☒ No
 - If yes, explain the how the proposed programs or administrative subdivisions may overlap:
- Describe the annual operating, equipment, and maintenance costs that would result from the proposed bill, as well as any funding sources: See Budget

ACCT	ACCT DESCRIPTION	AMOUNT REQUESTED
5101000	Salaries Regular Employees	\$ 101,412.00
	Salaries Regular Employees	\$ 41,730.00
		\$ 143,142.00

5136000	Social Security Coverage	\$	10,950.36
5137000	Employee Health Ins	\$	25,200.00
5138000	ERS Contribution	\$	18,035.89
5138100	ERS Debt Contribution	\$	20,898.73
5142000	Employees Life Insurance	\$	558.25
5144201	Long Term Disability	\$	200.39
5147000	Workers Comp	\$	2,075.56
5197000	Reserve 27th Pay	\$	629.82
	TOTAL PERSONAL COST	\$	221,691.00
5234000	Computer/Technology Supplies	\$	62,000.00
5636000	Communication Services	\$	674.00
5647000	Transportation	\$	6,480.00
5659000	Consultant Services	\$	48,000.00
	TOTAL PROGRAM COST	\$	338,845.00

Complete the chart below to list the total estimated expenditures required of the City resulting from the proposed board bill and any estimated savings or additional revenue.

Financial Estimate of Impact on General Fund			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	\$338,845	\$283,845	\$298,037
Additional Revenue	\$160,000	\$160,000	\$160,000
Net	\$178,845	\$123,845	\$138,037
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	N/A	N/A	N/A
Additional Revenue	N/A	N/A	N/A
Net	N/A	N/A	N/A

- Describe any assumptions used in preparing this fiscal note: Start up & computer cost in 1 year

It is assumed that the cost of regulating short-term rentals would be as indicated in the budget listed above. The City would generate approximately \$160,000 in fee revenue per year assuming the city would regulate 800 short-term rentals.

- List any sources of information (including any City officials, agencies, or departments) used in preparing this fiscal note
The Building Division

- Have the financial estimates of this bill been verified by the City Budget Division?
_____Yes ___X___No
 - If yes, by whom? _____ .



**APPLICATION TO PLANNING AND ZONING COMMISSION
#23-032: TEXT AMENDMENT TO THE ZONING ORDINANCE TO AMEND
SECTION 405.450.C, PERMITTED USES, TO COMPLY WITH FEDERAL
LAW REGARDING SHORT TERM RENTALS**

FOR THE MEETING OF: Monday, November 6, 2023, 6:00 P.M.

REQUEST: Jason Jaggi, Director of Community Development, on behalf of the City of Creve Coeur, has submitted an application for text amendments to Section 405.450.C of the Zoning Ordinance which regulates short term rentals. The Court of Appeals for the 5th Circuit of the United States recently held that a residency requirement for owners of residential properties desiring to engage in short term rentals unconstitutionally interferes with interstate commerce. The City of Creve Coeur's short term rental ordinance presently contains such a restriction and now must be amended for conformity with federal law.

ADDITIONAL INFORMATION: Text Amendments to the Zoning Ordinance require a public hearing and review by the Planning and Zoning Commission with final approval by the City Council.

APPLICANT: Jason Jaggi
Director of Community
Development
300 N. New Ballas Road
Creve Coeur, MO 63141

REPORT PREPARED BY: Bethany L. Moore, City Planner
DATE: November 1, 2023
ATTACHMENTS: Draft Ordinance

Key Issues:

- Are the changes consistent with the purposes of the Zoning Code?
- Are the changes consistent with the objectives and strategies of the Comprehensive Plan?

Zoning Code References

- Section 405.450 Permitted Uses

Court of Appeals for the 5th
Circuit of the United States

BACKGROUND

The Court of Appeals for the 5th Circuit of the United States recently held that a residency requirement for owners of residential properties desiring to engage in short term rentals unconstitutionally interferes with interstate commerce. The current regulations for Short Term Rentals were enacted in 2019. The location must be registered with the City and the first of the 12 requirements states that only “owner-occupied dwelling units which remain the owner’s primary residence” are eligible.

AMENDMENT REQUEST

The submitted amendment is to revise the requirements for short term rentals as federal law has changed regarding residency requirements. The short term rentals restriction requiring the property to be owner-occupied and remain the owner’s primary residence has been removed from the list of requirements. The restriction limiting the number of days a property can be rented out per calendar year has also been removed and the prohibition on short term rentals for accessory structures has been expanded to include specific structures such as swimming pools and pool houses. The requirement for annual registration with the City and submitting an affidavit acknowledging compliance with the short-term rental rules will still apply. All other requirements remain in place to protect the residential character of the surrounding properties.

Please see attached Draft Ordinance for the specific revisions.

MOTION

If the Planning and Zoning Commission believes the proposed changes to the short term rentals requirements are appropriate, the following would be a suitable motion for this application:

“I move to recommend approval of the text amendment to modify the Short Term Rentals requirements as regulated in Section 405.450.C of the Zoning Code as shown on the attached draft ordinance.”

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.

AN ORDINANCE AMENDING SECTION 405.450.C OF THE CITY ZONING CODE REGARDING SHORT TERM RENTALS.

WHEREAS, the Court of Appeals for the 5th Circuit of the United States recently held that a residency requirement for owners of residential properties desiring to engage in short term rentals unconstitutionally interferes with interstate commerce; and

WHEREAS, an application was submitted by the Director of Community Development for text amendments to Section 405.450.C of the City's Zoning Ordinance to eliminate such a residency requirement; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for such changes as set forth herein for conformity with state and federal law and zoning practices that are consistent with public health and welfare; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on _____, 2023, beginning at 6:00 p.m., or immediately following the close of the previous public hearing; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of ____ recommended approval of the subject amendments at its meeting on _____, and

WHEREAS, notice of said public hearing had previously been 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 otherwise posted and published in accordance with the Zoning Ordinance; and

WHEREAS, all persons who presented themselves at said meeting and desiring to be heard 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 City Council; and the Bill was read by title in open meeting two times before final passage by the City Council; and

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances as provided herein would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest, and avoid litigation costs;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AS FOLLOWS:

Section 1. The definition of Short Term Rental in Section 405.120 of the Code Of Ordinances is hereby amended to read as follows:

SHORT TERM RENTAL

A rental of any legally permitted ~~owner-occupied~~ dwelling unit, or a portion of such a legally permitted dwelling unit for a period of less than thirty (30) consecutive days to a specific renter.

Section 2. Section 405.450.C of the Code of Ordinances is hereby amended to read as follows:

C. Short Term Rental. Short term rentals as defined in Section **405.120** are a permitted use subject to registration and the following specific standards:

1.

Short term rental ~~dwelling units shall be permitted only in owner-occupied dwelling units which remain the owner's primary residence and~~ shall be subject to all requirements of City and State building, fire, safety and occupancy codes and limits.

2.

~~Short term rentals of a property shall be limited to one hundred eighty (180) days in any calendar year.~~

3.

No traffic shall be generated by such residence during any short-term rental in greater volumes than would normally be expected in a residential neighborhood.

34.

Maximum occupancy during a short-term rental shall be limited to two (2) adults times the number of legally recognized bedrooms/sleeping rooms under City Building Codes.

45.

The residential appearance of the home structure and its lot or site shall be maintained at all times in reasonable conformance with the surrounding neighborhood.

56.

~~A short-term rental shall include the primary dwelling unit and N~~no short-term rental shall occur within any accessory structure ~~as defined in Section 407.460 including but not limited to swimming pools and other recreational facilities, boat docks, pool houses, and garages.~~

67.

No exterior displays or signs other than a name plate as exempted in Section **405.930(E)** shall be allowed. The property owner shall post a legible notice near the primary entrance to the residence stating as follows: "This property is rented in 'as is' condition and has not been inspected by the City of Creve Coeur for purposes of any rental." The property owner shall include this disclaimer in any advertising or online posting regarding short term rentals.

78.

The property owner shall maintain a record of the name, address and telephone number of all renters for three (3) years, to be produced upon request by the City.

89.

The owner of the property shall register their intent to engage in short term rentals by filing an affidavit in the form prescribed by the Director of Community Development with the City prior to the first rental, and by February 1 of each succeeding year for further rentals, acknowledging all applicable regulations and stating their name and mobile telephone contact information. If the owner will not be able to appear at the property within thirty (30) minutes of a police request at any time during a short term rental, the affidavit shall include such contact information for a person who will be able to appear within thirty (30)

BILL NO. _____

ORDINANCE NO. _____

minutes of such a request and who has the owner's authorization to address any issues or problems that may arise at the property.

910.

The owner or alternate contact shall, upon notification from the Police Department that any person on the premises is engaged in disorderly conduct or violating any applicable law, ordinance, rule or regulation pertaining to the use and occupancy of the property, ~~shall~~ respond in a timely and appropriate manner to immediately halt or prevent reoccurrence of such conduct, in cooperation with the police if necessary.

1011.

The ~~property~~ Owner shall use reasonably prudent practices to ensure that there are no unreasonable noise or disturbances, disorderly conduct or violation of any applicable law, ordinance, rule or regulation during a short-term rental of their property.

1112.

Any ordinance violations shall be subject to general penalties under the City Code of Ordinances. Additionally, in the event of material violations of the foregoing standards, the Director of Community Development may issue notice suspending all rights to use the property for short term rentals for such period of time as deemed appropriate under the circumstances, during which suspension all such uses shall cease. The Director of Community Development may apply such suspension to all properties in the City belonging to such owner or their affiliated persons or entities. Any such suspension may be appealed as provided in this Zoning Ordinance.

Section 3.

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

ADOPTED THIS ____ DAY OF _____, 2023.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

BILL NO. _____

ORDINANCE NO. _____

KELLIE HENKE
CITY CLERK



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141

(314) 432-6000 • Fax (314) 872-2539

**APPLICATION TO PLANNING AND ZONING COMMISSION
#23-035 AND #23-036: APPLICATION FOR A CONDITIONAL USE PERMIT AND
SITE DEVELOPMENT PLAN WITH ASSOCIATED BOUNDARY ADJUSTMENT
FOR SPIRIT LEXUS LOCATED AT 10176 CORPORATE SQUARE DRIVE**

FOR THE MEETING OF: Monday, November 20, 2023

LOCATION: 10176 Corporate Square Drive and 1100 N. Lindbergh
Boulevard, Zoned GC General Commercial District.

REQUEST: Mike Leep Jr., on behalf of Spirit Lexus, has submitted an application for Conditional Use Permit with associated Site Development Plan and Boundary Adjustment for a Spirit Lexus location at 10176 Corporate Square Drive in the “GC” General Commercial Zoning District. Spirit Lexus plans to relocate and demolish the existing improvements on both parcels, consolidate the 10176 and 1100 parcels into one lot and develop a new 53,134 square foot car dealership on the property.

ADDITIONAL INFORMATION: NAICS 441110 New Car Dealers is a conditional use in the “GC” General Commercial district with review and approval by the City Council upon recommendation of the Planning and Zoning Commission.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Is the request consistent with the required findings for a conditional use permit?
- Does the request follow the Design Guidelines?
- What are the potential impacts upon the area in the vicinity of the property?

**Creve Coeur 2030 Plan
References**

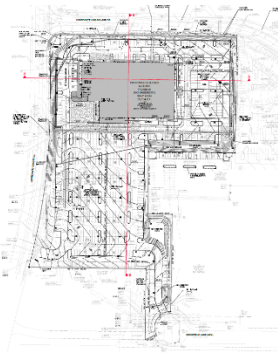
- Mixed Use Innovation Campus District (MUIC)
- Design Guidelines

Zoning Code References

- Section 405.360: GC-General Commercial District
- Section 405.470: Conditional Use Permit
- Section 405.1080: Site Concept, Site Development and Minor Site Plan Approval.

**APPLICANT’S
REPRESENTATIVE:** George Stock
Stock and Associates
Consulting Engineers
257 Chesterfield
Business Parkway
Chesterfield, MO 63005

PROPERTY OWNER: Mike Leep, Jr.
Spirit LEX Re LLC
5201 N. Grape Road
Mishawake, IN 46545



REPORT PREPARED BY: Bethany L. Moore, City Planner

DATE: 11/15/23

ATTACHMENTS: Applicant’s revised materials submitted November 13, 2023; Draft Ordinance

BACKGROUND

Spirit Lexus has outgrown its current location at 777 Decker Lane and must seek an alternative location to build a new car dealership while staying within the City of Creve Coeur. Spirit Lexus' predecessor, Plaza Lexus, had been in business in the city for more than 30 years. The applicant has found that the two lots located at 10176 Corporate Square Drive and 1100 N. Lindbergh Boulevard would serve to fit the needs of the dealership. The applicant proposes to combine the two lots into a single parcel of just over 8 acres and a boundary adjustment plat is included in the application. The two existing buildings on the lots will be demolished, along with the pond in between them, in order to construct a new 53,134 square foot car dealership and repair building with a new parking lot to store and display the new vehicle stock. New Car Dealers, (NAICS 441110), are Conditional Uses in the "GC" General Commercial zoning district. The applicant has applied for a Conditional Use Permit with associated Site Development Plan in order to build the new location.

PROJECT DESCRIPTION

The project will include a new 53,134 square foot building with 40 service bays for the sale of new cars and to provide service for those customers. There will be 55 employees at busiest shift and the hours of operation will be 9:00 AM to 7:00 PM Monday, Wednesday, Friday and 9:00 AM to 6:00 PM Tuesday, Thursday, Saturday for sales, 7:00 AM to 6:00 PM Monday-Friday and 8:00 AM to 5:00 PM on Saturday for services and 7:00 AM to 6:00 PM Monday-Friday and 8:00 AM to 5:00 PM on Saturday for parts. Sundays everything will be closed. The new parking lots will contain a total of 437 parking spaces divided by use into 29 parking spaces for customers, 120 parking spaces for the service bays and 338 parking spaces to be used for display cars or for employee parking. There will be access to the site from Corporate Square Drive, Lindbergh Boulevard and Woodfield Lane to the south. The applicant is seeking a site coverage bonus in order to increase the allowed site coverage from 63% to a maximum of 70% in consideration of additional site features. The applicant is proposing the use of a green roofing system, the creation of native prairie landscaping areas and the renovation and maintenance of the landscaping island within Corporate Square Drive as the additional site features for consideration.

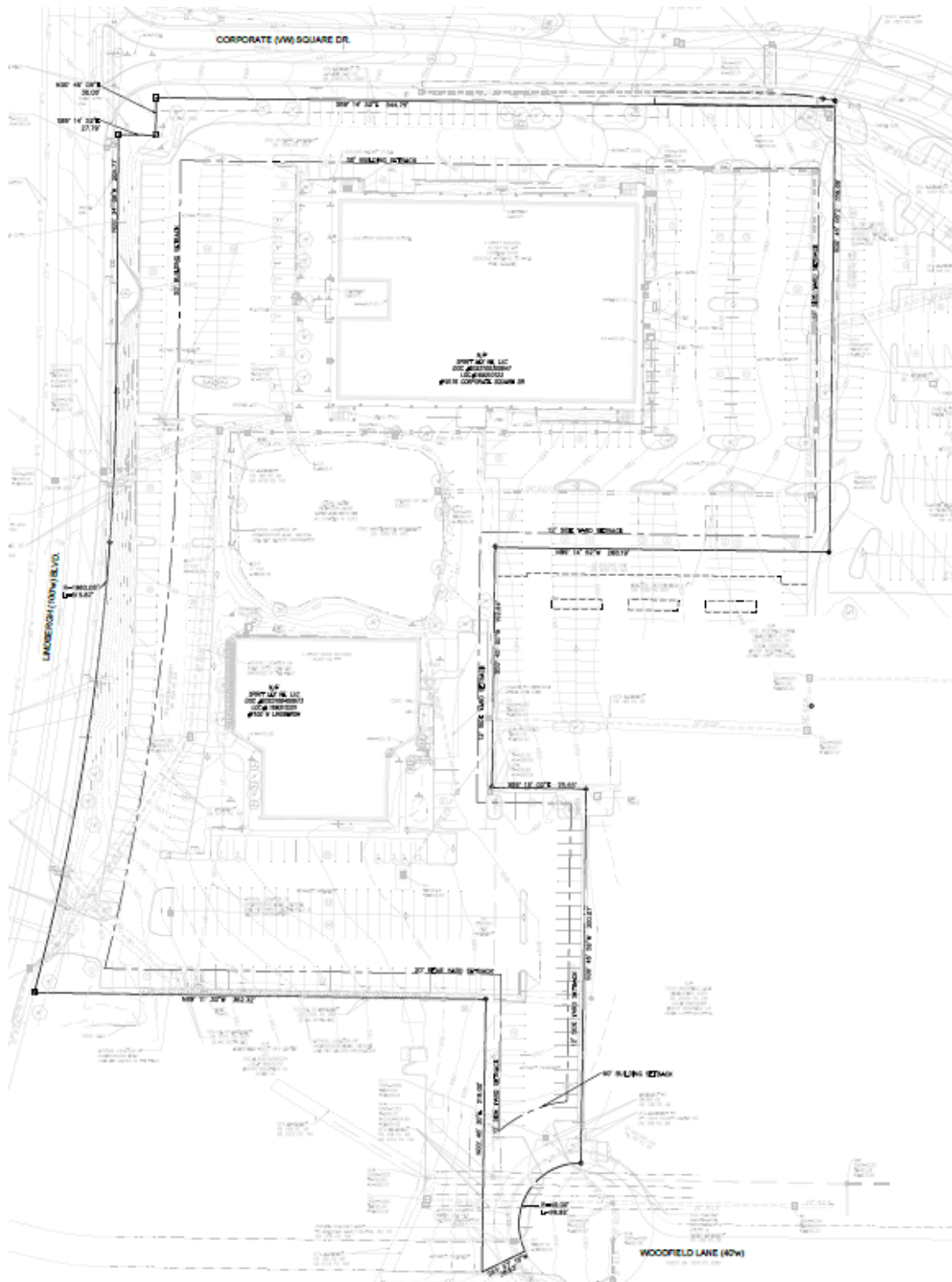


Figure 1: Existing Site Conditions.

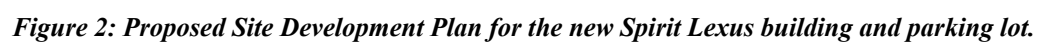




Figure 3: Rendering of Spirit Lexus looking East from North Lindbergh Boulevard.

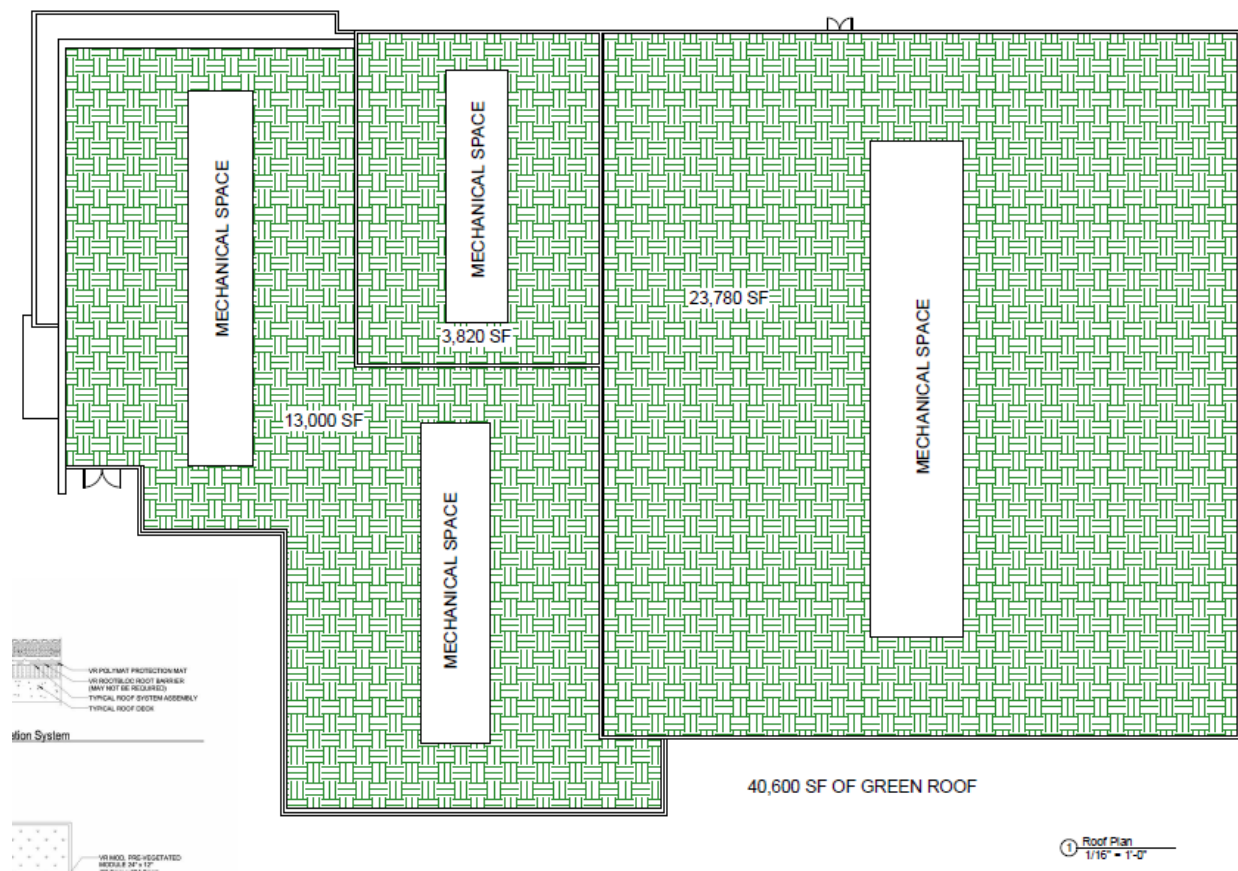
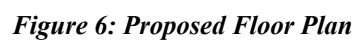


Figure 4: Green Roof Plan.



LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

Direction	Use	Zoning District	Separated by
North	Commercial	General Commercial Zoning District	Corporate Square Drive
South	Commercial	General Commercial Zoning District	N/A
East	Commercial	Light Industrial Zoning District	N/A
West	Multi-Family Residential	City of Maryland Heights	North Lindbergh Boulevard

COMPREHENSIVE PLAN REVIEW

Creve Coeur 2030 Plan

The *Creve Coeur 2030 Plan* includes the subject property in the Mixed-Use Innovation Campus District (MUIC) which is also part of the 39North Innovation District which has its own Master Plan that was adopted as an amendment to the *Creve Coeur 2030 Plan*. The Mixed-Use Innovation Campus District supports the development of office, laboratory, institutional, and research buildings for the biotech industry, supported by diverse housing options, active uses, and other community amenities (p.96.) The lot development standards for projects in this district include encouraging pedestrian facilities between the buildings and the public sidewalk and sustainable and low impact site development practices such as permeable pavement, bio-retention, native landscaping and energy efficient lighting through the use of zoning incentives such as site or density bonuses (p.100.)

The 39North Master Plan guides the development for the 39North Innovation District for the region. The vision is to create an innovation district uniquely positioned to advance the region's global leadership in plant sciences and ag-tech. The Innovation district is a place where anchor institutions, start-ups, business innovation centers and accelerators cluster in a proximate, connected, mixed-use environment including streetscapes and public spaces that encourage interaction and walkability, active retail uses, a diverse set of walkable housing and hospitality options, parking, and alternative transit (p.11.) Part of the development goals for the 39North district is creating a sense of place by visually defining the district and a few ways to do that is through the use of the native plant materials that are present in places like the Danforth Center, storm water mitigation and the use of green and energy efficient materials. While the proposed use, a new car dealership, is not compatible with the types of uses the 39North Master Plan recommends for the growth of the district, the applicant is providing elements for the site that meet with the goals of the master plan.

Although the proposed project's use as a new car dealership does not directly relate with the types of uses encouraged for the area the project is allowed in the "GC" General Commercial zoning district as a conditional use and does contain several elements that conform to the comprehensive plan's suggestions for developments in the Mixed-Use Innovation Campus District. The applicants intend to include an engineered green roofing system for the building consisting of a planted-in-place tray system housing a variety of low height plantings intended to reduce heating and cooling costs, reduce urban heat islands and provide on-site stormwater management benefits. The landscaping plan shows an extensive amount of native landscaping on site that coordinates with the native landscaping at the Danforth Center and that is suggested as a placemaking tool throughout the 39 North Innovation District. The proposal also includes new sidewalks internal to the project connecting the new building to the sidewalk along Corporate Square Drive which is a sidewalk being built as part of the project. Bio-vention basins for stormwater management are also proposed for the site. Overall, the development of the property appears to be in compliance with several of the suggestions in the Comprehensive Plan in as much as it can in consideration of the intended use.

DESIGN GUIDELINES ANALYSIS

The City's Design Guidelines encourage interesting, articulated and high-quality structures without long or continuous wall planes that are designed with an architectural and urban scale compatible with the neighboring developments (p.7.) Pedestrian oriented facades, landscaping and plazas, with a variety of articulation to break up large or monotonous facades are encouraged at street level while buildings that are stylized in an attempt to use the building itself as advertising are strongly discouraged, particularly where the proposed architecture is the result of a "corporate" or franchise style. All elevations of a new building should receive equal design consideration as the primary elevation. Rear and side facades should be designed with similar architectural detailing and materials to be compatible with the principal facades of the building. (p.8) Exterior materials should be chosen for their durability and appropriateness for the intended function while also being visually consistent with the materials of the surrounding developments. Preferred building materials include stone, brick, architectural precast concrete, aluminum and glass (p.9-10.)

The design of off-street parking areas should limit vast open areas of asphalt parking spaces, especially in the front of commercial buildings. Parking lots need to be broken up into smaller, palatable spaces interconnected by landscaped pedestrian linkages. These linkages should be separate pedestrian walkways buffered with landscaping. Parking areas located to the side or rear of commercial buildings or parking structure to replace large open asphalt parking areas are encouraged (p.19.) Building services, such as delivery and trash enclosures, should be located in the less visible areas and screened (p.10.)

The project proposal includes the demolition of two existing buildings and a pond to be replaced with a new 53,134 square foot building and 487 space parking lot. The design of the new building follows a typical model for the Lexus brand. The exterior materials are proposed to be painted precast concrete, aluminum composite material (ACM) and stone. The main exterior material is painted precast concrete in a gray color. The front façade facing North Lindbergh Boulevard, which serves as the main building façade, has a large amount of glass and two different colors of the stone material which appear more of an accent than a main material. The remaining three sides of the building are largely painted, precast concrete material. At the request of staff, the stone material was extended to all four sides of the building as a 36-inch-high water table at the base of the building. The precast concrete material is listed as a desirable exterior building material by the Design Guidelines but the use of it as the main building material makes the building appear bland. The front façade of the building has differentiated elements and plane breaks that give the building more visual character, but the remaining three sides do not have elements to help break up the long expanses of monotonous facade. The buildings surrounding the proposed project do not have a consistency in design but are mostly brick. Although staff is not asking for a brick material to be added to the exterior of the material, staff believes that providing greater articulation on all four sides of the building, would help to cut down on the corporate style of the building, add more visual interest and help the new building to better fit in with its surroundings, as outlined in the Design Guidelines.

The building is proposed to have a "green" or "living roof" element which will help to tie the building in to the goals of the 39North district by embracing green design elements while also providing stormwater mitigation. This will be the first roof of its kind in the City of Creve Coeur.

ZONING REVIEW

Site Development Plan

In the "GC" General Commercial District, per Section 405.360.D. of the zoning code, the submittal of a site development plan is required for all proposed developments. A Site Development Plan is intended to provide a basis for review which include items such as landscaping, site grading, stormwater management, and shall include architectural elevations, landscape plans, and specific information on the building's use, bulk, and placement.

Maximum site coverage for the GC District is 63% with the possibility of an increase up to 70% as a bonus in consideration of special or outstanding landscaping and site planning features when approved by

the Planning and Zoning Commission. The proposed new Spirit Lexus building and parking lot will have a total site coverage of 69.6% and they will be seeking a site coverage bonus. The applicant believes they are providing enhanced site features by providing the green roof element, an extensive native landscaping area of 0.68 acres and providing renovations of the existing landscaped island within Corporate Square Drive in order to fulfill the requirements outlined in Section 405.360(E)(3)(b). The requirements are as follows:

The features to be considered in the granting of any bonus coverage may include, but not be limited to, the provisions of:

- (1) Special pedestrian facilities and features such as gardens, fountains, seating areas and outdoor recreation amenities;
- (2) Objects of art or beautification; statuary or other unique visual features;
- (3) Burial of overhead transmission lines and removal of utility poles.

The Commission should discuss whether these components warrant a site coverage bonus or if additional features would be appropriate.

The total site area is 8.065 acres. Section 405.470(A)(11) *Conditional Uses*, requires New Car Dealers (NAICS 441110) to be located on lots of not less than one acre. The maximum Floor Area Ratio (FAR) allowed is 0.40 and the proposed FAR is 0.15.

The Site Development Plan shows that the building will be set at the northwestern corner of the property near the intersection of North Lindbergh Boulevard and Corporate Square Drive with parking stalls on all sides and a large parking lot area on the southern portion of the lot. Section 405.360(E)(4) requires that developments with parking lots in front of the building must be setback a minimum of 50 feet from the right of way and the building is proposed to be setback just over 86 feet from the right of way as shown on sheet C3.0. The setbacks of 12 feet for side yards and 20 feet for the rear yard are also shown to be compliant. A new 6 foot wide sidewalk is being provided along Corporate Square Drive where none existed previously along with a proposed right of way dedication to provide the city with a continuous right of way along the property line with Corporate Square Drive. Three bioretention basins will be provided for stormwater mitigation on the lot in addition to the green roof element of the building. Per the requirements for this conditional use in Section 405.470(A)(11) the trash enclosure is located in the rear corner of the property and is made of solid CMUs in order to screen it.

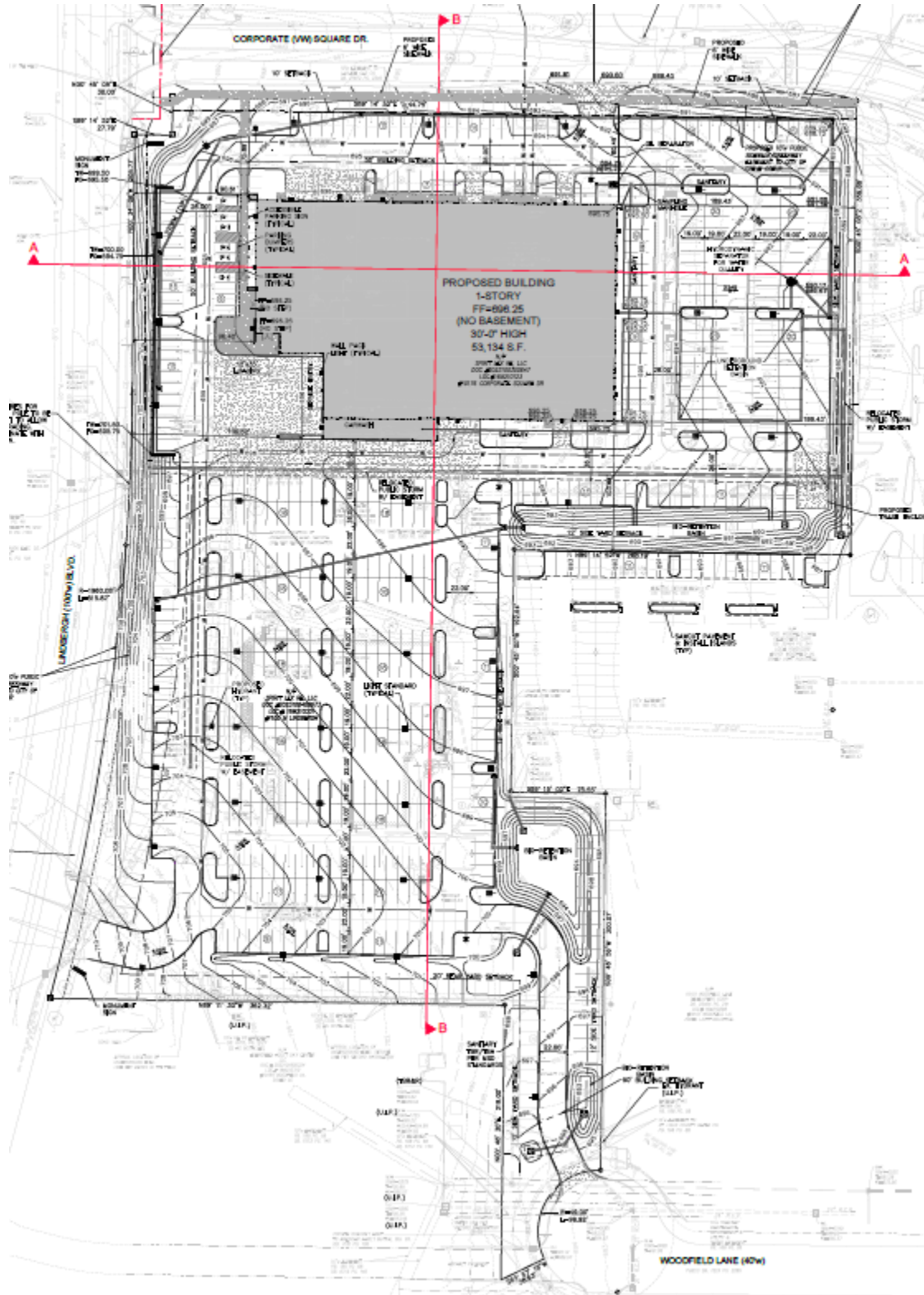


Figure 7: Site Development Plan

Parking

The required parking for this proposal for a 53,134 square foot building with 40 service bays is 176 spaces and the project is proposing 487 parking spaces. Section 405.820 requires 1 space per 250 square feet of showroom floor area requiring 13 spaces, 3 spaces per service bay requiring 120 spaces and 1 space per 1,250 square feet of total aggregate building area requiring 43 spaces. The applicant has not provided a rationale for the proposed amount of parking exceeding the required amount of parking stalls by 311 stalls. Due to the fact that the applicant is seeking a site coverage bonus and there does not appear to be reasoning for the excessive amount of parking spaces provided, staff suggests that the Planning and Zoning Commission discuss the proposed size of the parking lot.

The Design Guidelines suggest that surface parking lots include landscaping elements to help screen glare from the roadways, include landscaped parking islands at the beginning and end of all parking aisles and every 8-10 parking stalls, and include unobstructed direct access to and from the principle building and the street (p.19-20.) The proposed parking lot configuration complies provided that the applicant can demonstrate that the native prairie landscaping will provide year-round screening of the headlights for the stalls adjacent to the street frontages. Staff suggests that the Commission discuss this aspect of the proposal with the applicant.

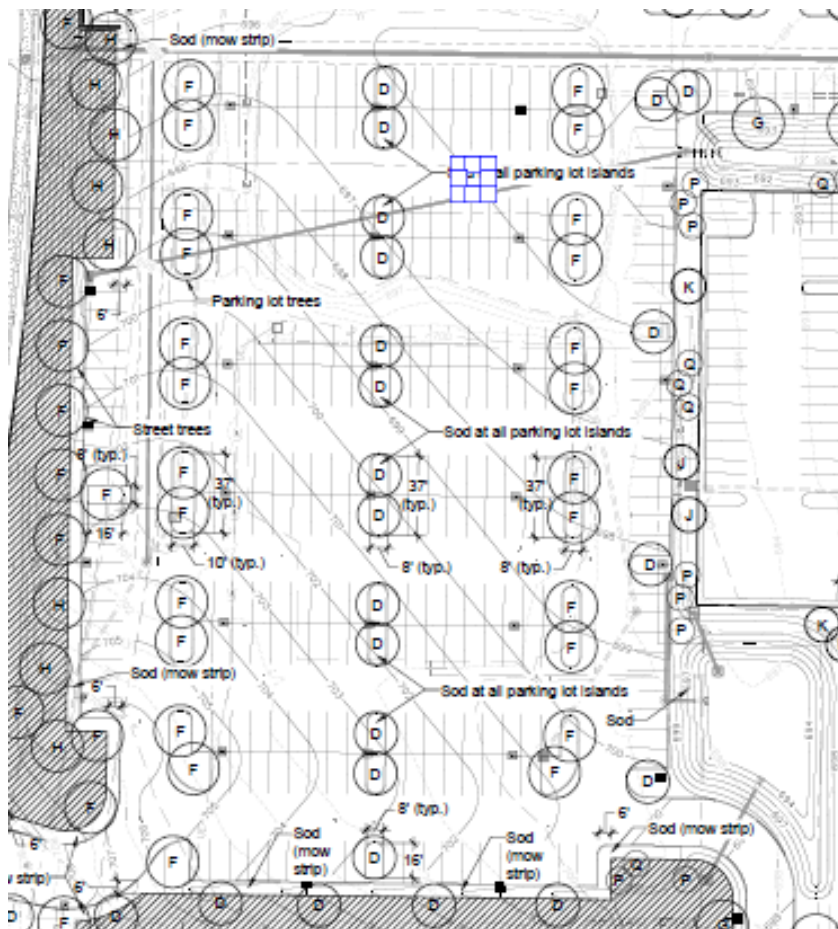


Figure 8: Parking lot layout.

Sidewalks

Section 405.730 Sidewalks requires that all internal sidewalks shall be safe, clearly defined and direct, buffered from the street vehicular traffic and parking areas by a minimum of 3 foot greenspace or landscape area, provide safe clearly defined and direct access between buildings from the principal building's entrance to the public side walk, and all internal sidewalks in non-residential developments

shall be at least 6 feet in width and the use of textured or tinted materials for pedestrian crossings shall be utilized where pedestrian circulation paths cross a vehicular route. The subject property has two street frontages along North Lindbergh Boulevard and Corporate Square Drive. The plans were revised to include 6-foot-wide public sidewalks extending the entire length of the street frontages. The applicant intends to tie into the existing sidewalk along North Lindbergh Boulevard and their plans are compliant with the most recent plans for the right of way provided by MoDOT.

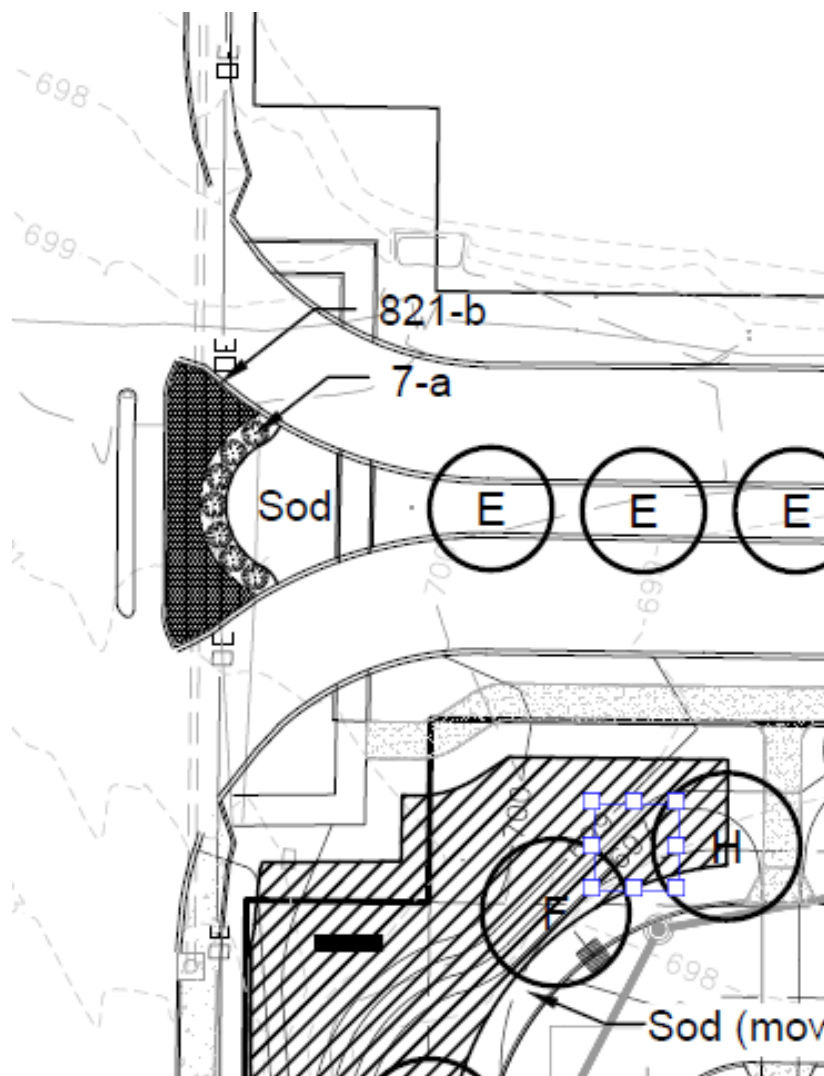


Figure 9: Proposed sidewalk reconfiguration in compliance with MoDOT plans.

Landscaping

The submitted landscaping plan includes the landscaping for the building, site, parking lot and median in Corporate Square Drive. The applicant has requested a site coverage bonus in order to bring their proposed site coverage up to 69.6% instead of the 63% allowed without a site coverage bonus. The applicant submitted the green roof, the creation of a low-profile native prairie along the primary North Lindbergh Boulevard frontage and the renovation and maintenance of the landscaping island within Corporate Square Drive as the site planning features provided in order to receive the site coverage bonus. As staff mentioned previously in this report, the amount of parking provided includes an excess of 311 parking stalls and the applicant has not provided a rationale for the excess. Considering that a site coverage bonus is being sought, staff recommends that the amount of landscaped area provided be increased and the size of the parking lot reduced.

Sheet CL 1.0 is the Concept Landscape plan for the Spirit Lexus dealership. The plan shows that the amount of street trees required for the site, 1 tree per 30 lineal feet of street frontage per Section 405.540(F)(1), is 19 along Corporate Square Drive with 19 provided and 23 along Lindbergh Boulevard with 23 provided. The location of the street trees along Lindbergh Boulevard have been moved further away from the back of curb and concentrated in the areas where more space is available in order to make room for the proposed native prairie in this location. An underground irrigation system will be provided through the site and for the landscaped median within Corporate Square Drive except for the areas with the native prairie landscaping.

The native prairie landscaping will be provided as part of the site coverage bonus and is intended to reflect the landscaping palette for the 39North district as reflected in the landscaping at the Danforth Center (see Fig. 10.). Approximately 1 acre of land will be dedicated to the native prairie landscaping along the North Lindbergh Boulevard frontage and along the southern portion of the property. This is not a typical landscaping style and is intended to be less curated and allowed to grow as it would naturally. Staff have inquired about the maintenance of this landscaping as it can tend to look unkempt if not properly maintained. The applicant has shown on the plans that a mowed maintenance strip will be in place between the native landscaping and the sidewalk along North Lindbergh Boulevard in order to differentiate that the native landscaping is intentional and being maintained. The applicant has also provided additional information about the types and amounts of each native planting material as shown in the table on Sheet CL 1.0.

The provided amount and type of trees for the parking lot meets the requirements of Section 405.540 and the amount of interior landscaped space provided exceeds what is required with 23,608 square feet provided and only 5, 601 square feet required. Staff is requesting additional landscaping to be placed around the building itself in the form of shrubs and grasses in order to soften the impact of the building. A condition of approval has been added to reflect this. When a parking lot is adjacent to right-of-way Section 405.810(A)(5)(b) requires that screening be provided. The applicant has provided the native landscaping in this area, but staff encourages the Planning and Zoning Commission to discuss if this screening is adequate or if any additional landscaping should be provided.

Due to the request for a site coverage bonus and the large amount of excess parking provided on site, staff encourages the Planning and Zoning Commission to discuss requiring that the parking lot be reduced in order to provide additional landscaping areas on site and/or if any additional site features should be provided in exchange for the approval of a site coverage bonus.



Figure 10: Danforth Center Native Landscaping.

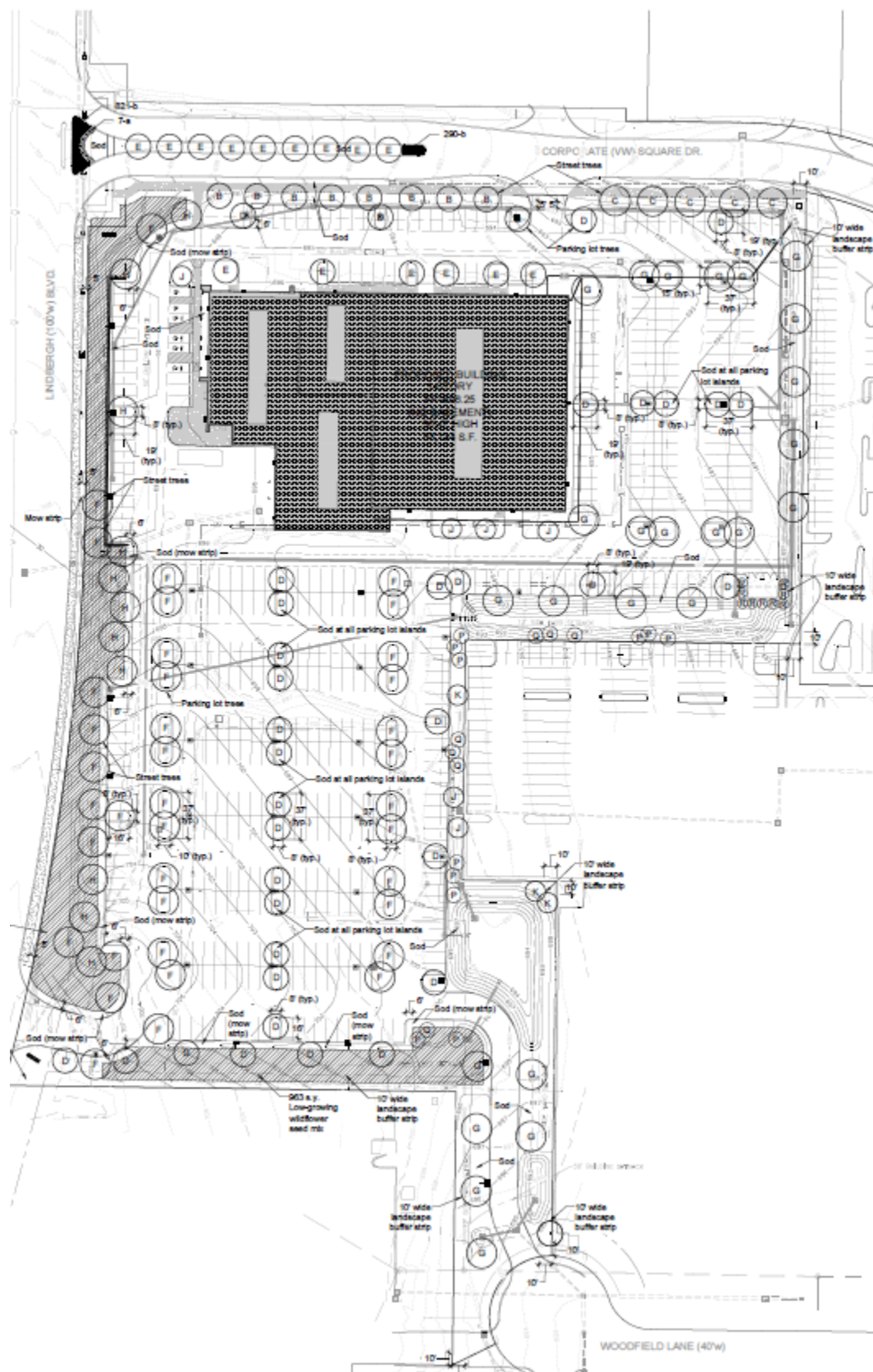


Figure 11: Proposed Landscaping Plan.

Stormwater

The site plan incorporates a new underground stormwater detention basin on the northwest portion of the site. In addition, three bio-retention areas are proposed on the site. The stormwater plan will require MSD and City approval at the permitting stage based upon final design and stormwater runoff calculations.

Lighting

Sheet E603, the photometric plan, shows the site lighting for the site will be a maximum of 16 feet, 14 foot tall poles on 2 foot tall bases, which will be completely down cast and shielded as not to emit light above a 90 degree angle as required by Section 405.680. The light poles will have programmable sensors that will be motion activated and set to 25% dimmed when not during normal hours and increase to 100% when motion activated. The photometric plan shows that no glare will be cast off onto the adjacent right of way.

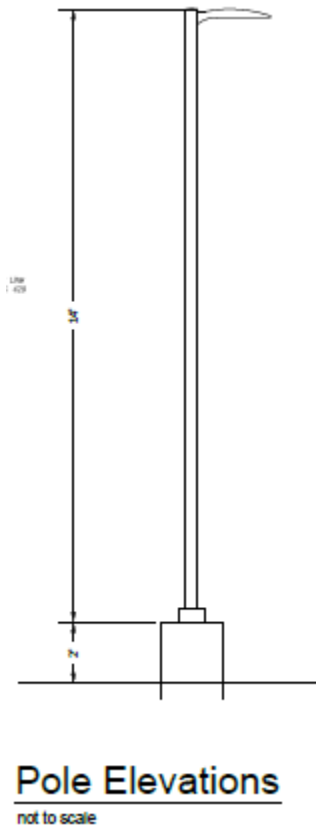


Figure 12: Proposed site lighting.

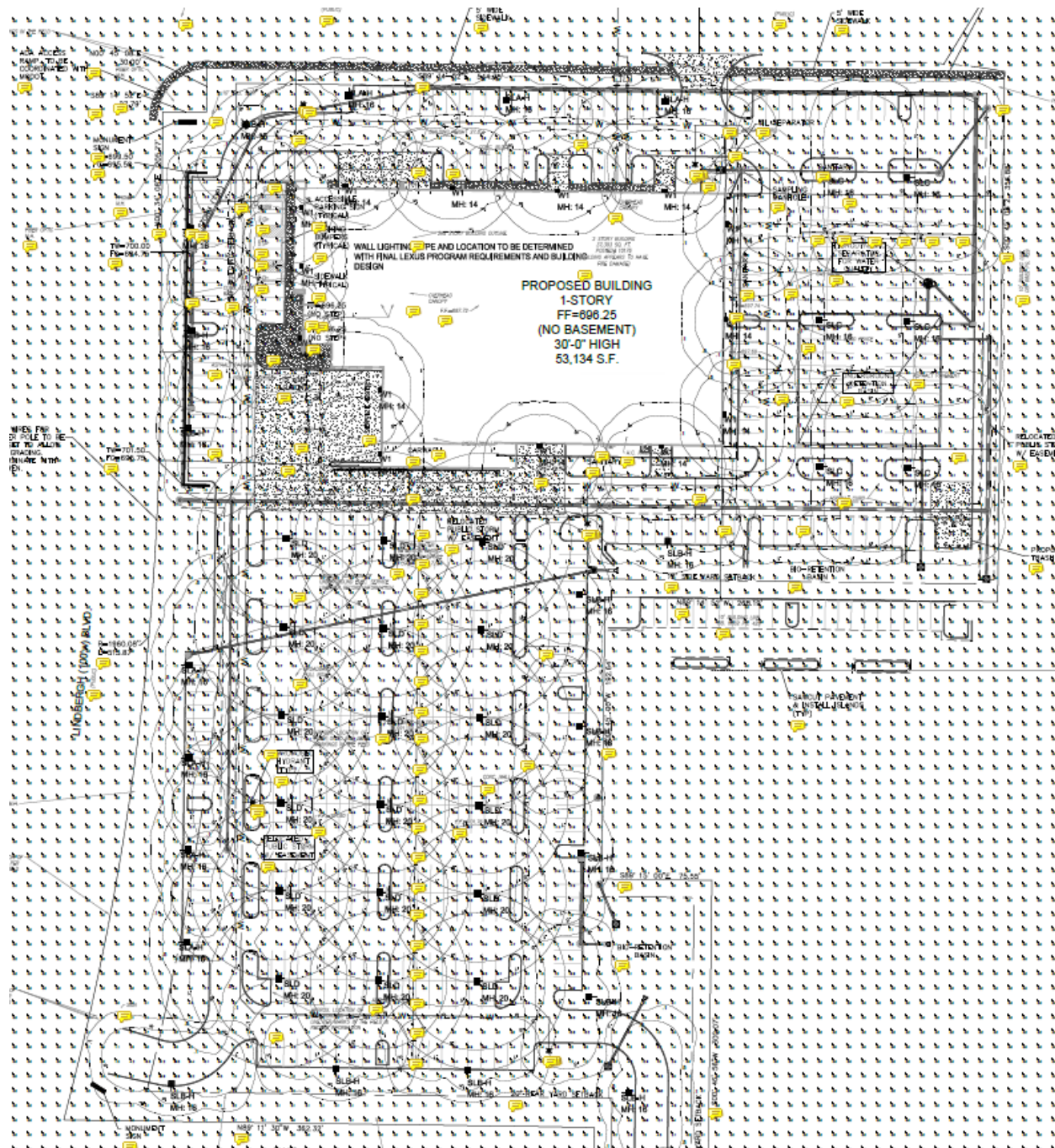


Figure 12: Photometric Plan.

Boundary Adjustment

A boundary adjustment, which is not a subdivision plat, is possible when the following regulation from the Subdivision Code is satisfied:

410.030(D) Sale or transfer of small parcels of land to or between adjoining property owners, where such sale does not create additional lots, is exempt from the requirement of recording by plat; provided, however, that certification by the Planning and Zoning Commission shall be required prior to such sale or transfer. This certification shall be recorded with the title of the property by the St. Louis County Recorder of Deeds.

This appears to be the case with the current application. The drawings are technically accurate, and the adjustment does not create any known non-conformities on the site. The minimum lot size and dimensions for properties in the GC District, under Section 405.360 of the zoning regulations are a minimum of ½ acre lot area, with a lot width of 75 feet and lot depth of 150 feet. The adjusted Lot 23 is 8.034 acres with lot width and depths that far exceed the minimum requirements. Staff concludes that the adjustment should be approved by the Planning Commission, subject to the conditions in the example motion.

CONCLUSION AND RECOMMENDED CONDITIONS OF APPROVAL

Staff finds that the proposal meets with the Comprehensive Plan, Design Guidelines, as well as with the Zoning Regulations, subject to further amendments as discussed in this report and any further discussion by the Planning and Zoning Commission.

Staff recommends further discussion on the following aspects of this proposal:

- Exterior elevations
- Amount of landscaping provided on site,
- Size of parking area in relation to the site coverage bonus request.

After further deliberations, if the Planning and Zoning Commission finds that the Application conforms with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council with any changes discussed and made by separate actions.

Should the Commission request additional changes to the proposal for further review, a motion to continue the application to the next meeting would be appropriate.

The following are the recommended conditions of approval for this proposal; with modifications needed based on further discussion on the application.

1. The Applicant shall submit Site Improvement Plans, showing all exterior grading and site improvements, to the Department of Public Works for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Site Improvement Plans shall be in substantial conformance with the “Site Development Plans,” and the Landscape Plan received November 13, 2023, as bound together and submitted in conjunction with Application #23-036 by Stock and Associates, except as modified below.
2. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the Elevations received November 13, 2023, as bound together and submitted in conjunction with Application #23-036 by Stock and Associates, except as modified below.
3. A Final Landscaping Plan shall be submitted with the Building Permit and all landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
4. Any landscaping alterations deviating from the approved Landscaping Plan shall be reviewed by Planning staff and if substantially different shall require Planning and Zoning approval in form of an amendment to the Landscaping Plan.
5. Hours of operation will be 9:00 AM to 7:00 PM Monday, Wednesday, Friday and 9:00 AM to 6:00 PM Tuesday, Thursday, Saturday for sales, 7:00 AM to 6:00 PM Monday-Friday and 8:00 AM to 5:00 PM on Saturday for services and 7:00 AM to 6:00 PM Monday-Friday and 8:00 AM to 5:00 PM on Saturday for parts. Closed Sundays.
6. Auto repair services shall not include any heavy body work or collision repair.

7. All lighting shall comply with Section 405.680 Lighting and 405.810 of the Zoning Ordinance, and the provided photometric plan for the entire site submitted for review on November 13, 2023.
8. Any ground or roof mounted mechanical equipment installed for the site shall be properly screened with approved materials.
9. All sidewalks shall be replaced and shall be 6 feet wide as provided for in the submitted plans.
10. Additional landscaping to be provided along the base of the building in the form of shrubs and grasses in order to provide additional screening for the building.
11. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
12. 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.
13. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
14. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
15. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

MOTIONS

Boundary Adjustment

If the members of the Planning Commission are satisfied that the requested boundary adjustment meets the applicable requirements of the Subdivision Code, the Planning Department staff request that a final decision be voted upon; no action by the City Council is required.

The following are examples of a motion for this application:

“I move to approve the boundary adjustment attached to the staff report for application #23-035 as presented at the November 20, 2023 Planning and Zoning Commission meeting, subject to the condition that a final drawing be prepared for signature and recording.” (Conditions may be added, eliminated, or modified by preceding motion)

Conditional Use Permit and Site Development Plan

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

“I move to recommend approval of a Conditional Use Permit with associated Site Development Plan for Spirit Lexus at 10176 Corporate Square Drive, including site coverage bonus, subject to the conditions discussed in the Staff Report and Draft Ordinance for the meeting of November 20, 2023” (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.

Aerial Photo



	Description: Existing Building on the 1100 Lindbergh parcel. Former Soft Surroundings headquarters.
	Description: Existing Building on the 1100 Lindbergh parcel.

10176 CORPORATE SQUARE DRIVE - EXISTING BUILDING SOUTH



Description:
Existing fire
damaged building
on the 10176
Corporate Square
parcel.

10176 CORPORATE SQUARE DRIVE - EXISTING BUILDING NORTH



Description:
Existing fire
damaged building
on the 10176
Corporate Square
parcel.

**AN ORDINANCE AUTHORIZING A NEW CONDITIONAL USE PERMIT FOR A NEW
CAR DEALER FOR SPIRIT LEXUS, LOCATED AT 10176 CORPORATE SQUARE
DRIVE ZONED GC-GENERAL COMMERCIAL DISTRICT**

WHEREAS, under Section 405.370(A)(11), New Car Dealers (NAICS 441110) require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, Mike Leep Jr, on behalf of Spirit Lexus, has submitted an application for conditional use permit for a new car dealership at 10176 Corporate Square Drive, Creve Coeur, MO 63141; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, November 20, 2023, 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 request, subject to the conditions contained herein, at its meeting on November 20, 2023; 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 amended conditional use, when subject to certain conditions set forth herein:

1. Complies with all other applicable provisions of this Chapter including 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 community welfare and convenience at the specific location.
3. Will not cause substantial injury to the value of neighboring property.
4. Meets the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans and complies with other applicable zoning district regulations and provisions of this Chapter, unless good cause exists 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 community facilities or services.

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

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of Spirit Lexus at 10176 Corporate Square Drive, Creve Coeur, MO, 63141, zoned GC-General Commercial District, whose legal description is as follows:

ADJUSTED LOT 23

A tract of land being Lots 21 and 23 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 of the St. Louis County Records, in the City Of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a found Concrete monument located on the east right-of-way line of Lindbergh Boulevard, 100 feet wide, said point also being located on the south right-of-way line of Corporate Square Drive, variable width; thence along said south right-of-way line the following courses and distances: South 89 degrees 14 minutes 52 seconds East, 29.79 feet to a found Concrete Monument; North 00 degrees 45 minutes 08 seconds East, 30.00 feet to a found Concrete Monument and South 89 degrees 14 minutes 52 seconds East, 400.00 feet; thence leaving said right-of-way line, continuing South 89 degrees 14 minutes 52 seconds East, 144.75 feet to its intersection with the east line of above said Lot 21; thence along said east line, South 00 degrees 45 minutes 08 seconds West, 356.88 feet to the southeastern corner of said Lot 21; thence along the south line of Lot 21, North 89 degrees 14 minutes 52 seconds West, 268.19 feet to the northeastern corner of Lot 23; thence along the eastern lines of said Lot 23 the following courses and distances; South 00 degrees 45 minutes 00 seconds West, 192.64 feet; South 89 degrees 15 minutes 00 seconds East, 75.55 feet and South 00 degrees 46 minutes 56 seconds West, 300.07 feet a found iron pipe located on to the north right-of-line of Woodfield Lane, said point also being located on a curve to the left having a radius of 49.00 feet; then along said right-of-way line with an arc length of 99.92 feet and a chord which bears South 32 degrees 25 minutes 21 seconds West, 83.48 feet to its intersection with the south line of above said Lot 23; thence along said south line, South 63 degrees 57 minutes 18 seconds West, 38.63 feet to the southeast corner of Lot 25 of above said Corporate Square Plat No. 3; thence along the east line of said Lot 25, North 00 degrees 48 minutes 30 seconds East, 219.00 feet to the northeast corner of thereof; thence along the common line between Lots 23 and 25, North 89 degrees 11 minutes 30 seconds West, 362.32 feet to a concrete monument located on the eastern right-of-way line of above said Lindbergh Boulevard, said point also being located on a non- tangential curve to the left having a radius of 1,960.08 feet; thence along said right-of-way line and curve an arc length of 515.87 feet and a chord which bears North 07 degrees 21 minutes 58 seconds East, 514.38 feet and North 00 degrees 34 minutes 08 seconds East, 177.75 feet to the POINT OF BEGINNING.

Containing 349,971 square feet or 8.034 acres, more or less

Section 2: The Conditional Use Permit granted shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. The Applicant shall submit Site Improvement Plans, showing all exterior grading and site improvements, to the Department of Public Works for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Site Improvement Plans shall be in substantial conformance with the "Site Development Plans," and the Landscape Plan received November 13, 2023, as bound together and submitted in conjunction with Application #23-036 by Stock and Associates, except as modified below.
2. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the Elevations received November 13, 2023, as bound together and submitted in conjunction with Application #23-036 by Stock and Associates, except as modified below.
3. A Final Landscaping Plan shall be submitted with the Building Permit and all landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
4. Any landscaping alterations deviating from the approved Landscaping Plan shall be reviewed by Planning staff and if substantially different shall require Planning and Zoning approval in form of an amendment to the Landscaping Plan.
5. Hours of operation will be 9:00 AM to 7:00 PM Monday, Wednesday, Friday and 9:00 AM to 6:00 PM Tuesday, Thursday, Saturday for sales, 7:00 AM to 6:00 PM Monday-Friday and 8:00 AM to 5:00 PM on Saturday for services and 7:00 AM to 6:00 PM Monday-Friday and 8:00 AM to 5:00 PM on Saturday for parts. Closed Sundays.
6. Auto repair services shall not include any heavy body work or collision repair.
7. All lighting shall comply with Section 405.680 Lighting and 405.810 of the Zoning Ordinance, and the provided photometric plan for the entire site submitted for review on November 13, 2023.
8. Any ground or roof mounted mechanical equipment installed for the site shall be properly screened with approved materials.
9. All sidewalks shall be replaced and shall be 6 feet wide as provided for in the submitted plans.
10. Additional landscaping to be provided along the base of the building in the form of shrubs and grasses in order to provide additional screening for the building.
11. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
12. 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.
13. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.

14. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
15. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

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 _____, 2023.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE,
CITY CLERK



city
of

CREVE COEUR

PLANNING DIVISION

File # _____

300 North New Ballas Road, Creve Coeur, Missouri 63141
Tel. (314) 872-2501 • Fax (314) 872-2505

PLANNING AND ZONING COMMISSION AGENDA APPLICATION CONDITIONAL USE PERMIT

PLEASE COMPLETE FRONT AND BACK PAGES

<i>Applicant:</i>	<i>Applicant's Representative (if applicable):</i>
Mike Leep Jr. <i>Name</i>	George Stock <i>Name</i>
Spirit LEX Re LLC <i>Company (If Applicable)</i>	Stock & Associates Consulting Engineers <i>Company (If Applicable)</i>
5201 N. Grape Road <i>Address</i>	257 Chesterfield Business Parkway <i>Address</i>
Mishawaka, IN 46545 <i>Address</i>	Chesterfield, MO 63005 <i>Address</i>
Telephone # 574-272-2009	Telephone # 636-530-9100
Fax # 574-243-9262	Fax # 636-530-9130
Email: cpustelak@gurleyleep.com	Email: george.stock@stockassoc.com
 <i>Applicant's Signature</i>	 <i>Applicant's Representative's Signature</i>

<i>Property Information:</i>	<i>Owner's Acknowledgement (if different from applicant):</i>
10176 CORPORATE SQUARE DRIVE 1100 N. LINDBERGH BLVD. <i>Address</i>	 <i>Name</i>
Creve Coeur, MO 63132 <i>Address</i>	 <i>Company (If Applicable)</i>
Spirit Lexus <i>Development Name (if any)</i>	 <i>Address</i>
GC - General Commercial <i>Current Zoning</i>	 <i>Address</i>
 <i>Prior CUP Approvals (if known)</i>	Telephone # _____
	Fax # _____
	Email: _____
	 <i>Owner's Signature</i>

SALES: MON, WED, FRI:	9am-7pm	SERVICE: MON-FRI:	7am-6pm	PARTS: MON-FRI:	7am-6pm
TUE, THURS, SAT:	9am-6pm	SAT:	8am-5pm	SAT:	8am-5pm
SUN:	CLOSED	SUN:	CLOSED	SUN:	CLOSED

Description of Requested Use (attach additional sheets as needed)

General Description of Business: New car sales and service

Gross Floor Area – Existing and Proposed: Proposed 53,134 s.f.

Number of Seats (for restaurant only): N/A

Number of Employees at the busiest shift: 55

Hours of Operation: SEE ABOVE

Current or Most Recent Use of the Property: Office Space/Vacant

Will the applicant apply for a liquor license: Yes ☐ No ☒

Rationale

Please describe in detail, on an attached sheet, the reasons why you believe the request for a conditional use permit should be approved and what steps are being taken to lessen any impacts on surrounding residences and businesses. An explanation of the building and landscape designs (if changes are proposed) should also be included. **ATTACHED SEPARATELY**

Submittal Checklist

☒	Rationale	☒	Building elevations for new construction
☒	Site plan	☒	Photographs of existing structures
☒	Access and parking plan; (may be shown on site plan)	☒	Materials samples
☒	Landscape plan	☒	Legal Description in Word format
☒	Floor plan	☒	Fees: \$250 (non-refundable)
☒	Electronic copies of all materials		\$2000 (refundable deposit)
		☐	Other items as requested by staff

Preferred Public Hearing Date: Monday, NOVEMBER 20th, 2023.

****See Planning & Zoning Commission schedule and confirm available meeting dates with Planning Division staff****

Office Use Only

☐ All Sections Complete

Received By:

☐ All Documents, incl. e-Copies

☐ Fees Paid

Date: _____

Revised: 7/22

Rationale for Approval of CUP and Site Development Plan

Spirit Lex Re, LLC (sometimes referred to herein as “Spirit”) plans to develop a new state of the art car dealership (under the Lexus brand) at 10176 Corporate Square Dr. and 1100 N. Lindbergh Blvd. in the City (the “Property”). Spirit’s request for a conditional use permit (“CUP”) and Site Development Plan approval should be approved by the City of Creve Coeur (“City”) for the following reasons.

Background Information

Spirit has been actively searching for a new home for the Spirit Lexus car dealership for almost three years. Spirit has outgrown its current facilities at 777 Decker Ln. and must relocate to a new facility within the next 24 months. As a commitment to its customers (many of whom reside in the City and neighboring communities), Spirit has made it a priority to remain in the City so it can effectively service the needs of its customers from a convenient, centralized location. Spirit and its predecessor, Plaza Lexus, have enjoyed a long-standing relationship with the City and its business community for more than 30 years. For this reason, it is equally important for Spirit to remain in the City.

Finding a suitable location within the City has been a challenge for Spirit. The Property meets all of Spirit’s needs, as well as the site selection criteria and requirements of Lexus, and is well-suited for use as a car dealership.

Property and Project

The Property is comprised of two parcels, one located at 10176 Corporate Square Dr. (the “10176 Parcel”), and the other located at 1100 N. Lindbergh Blvd. (the “1100 Parcel”). The 10176 Parcel is a blighted 2-story office building (situated on 4.72 acres). It was built in 1974 and was damaged by fire in September 2020 and has never been renovated or repaired. The 1100 Parcel is a 3.33-acre site located immediately to the south of the 10176 Parcel, and includes a 3-story office building that was built in 1979 and is currently occupied by one tenant, Soft Surroundings. Soft Surroundings filed for Chapter 11 bankruptcy on September 10, 2023, and has indicated that it will vacate the building within the next 3 to 6 months. The building, which is approx. 50,000 sq. ft. and was designed to accommodate a single tenant office user, has a significant amount of deferred maintenance and is functionally obsolete. Based on the low demand for office space in the market, the high vacancy levels of nearby office buildings, and the changes in the office work environment following the COVID 19 pandemic, it is not practicable to retrofit the building for use by another tenant.

Spirit Lexus plans to demolish the existing improvements on both parcels, consolidate the 10176 Parcel and 1100 Parcel into one lot, and develop a new high-end/luxury car dealership on the Property, all as shown on the Site Development Plan submitted with this application (See Site Development Plan).

Rationale

The Property is located within the Mixed-Use Innovation Campus District, and the 39 North Innovation District (as identified in the City's 2030 Comprehensive Plan, as amended). Both districts contemplate a variety of commercial uses, and Spirit intends to develop the Property in a manner that is compatible with (and will not detract from) the goals and objectives of these districts. To that end, Spirit plans to incorporate a "green roof" or "living roof" element into its building design, which will help support the district's goals of embracing openness and green space in a manner consistent with "ag tech" and plant science, while at the same time supporting the district's objectives for stormwater mitigation. Also, to the extent necessary or desirable for purposes of enhancing connectivity throughout the district and the surrounding areas, Spirit will cooperate with the City (as it goes through the planning process) to dedicate certain areas of the Property for pedestrian walkways and/or bike trails. Most importantly, Spirit will "clean-up" what has been (and continues to be) a major eye sore at the corner of Lindbergh and Corporate Square Dr., and replace the dilapidated structure with a modern, high-tech, state of the art facility that will add vibrancy to the district and attract greater (and more positive) attention to this area of the City. Spirit has been in contact with representatives of 39 North, and is committed to working with the district (now and in the future) to help support its goals and objectives.

The Property is situated in the "GC" (General Commercial) zoning district. New car dealerships are permitted in the GC district as a conditional use, if supported by an approved site development plan and CUP. Spirit's proposed use and development meets the standards and criteria for approving a CUP in the following respects.

1. Spirit's proposed use complies with all applicable provisions of the City's zoning code (the "Code") for the GC district. Spirit is not seeking any variances with respect to setbacks, parking, or other requirements; however, Spirit is requesting an increase in the maximum site coverage requirement (from 63% to 69.6%) in exchange for the following proposed bonus credits:
 - a. Installation of extensive vegetated (green roof) on the proposed building.
 - b. Creation of a 'low profile' prairie along Lindbergh Blvd. and along the southern boundary of the property. This prairie will mimic the prairie conditions along the Danforth Science Center frontage on Olive Blvd. This will provide a visual cue that this property is in the 39 North Innovation District. The combined area is approximately 30,000 square feet (0.68 Ac.) of new native prairie, benefitting both stormwater control measures and habitat creation.
 - c. Renovation of the existing landscaped island at the intersection of Corporate Square Dr. and Lindbergh Blvd. This includes new columnar hornbeam trees, shrubs, perennials and lawns. The renovation will include the installation of an automatic irrigation system.
2. Spirit's proposed use and development of the Property will contribute to and promote the community welfare and convenience at this location by removing a condition of blight along a prominent and visible corridor of the City, and replacing it with an attractive, high-end dealership that will enhance the City's image along this stretch of Lindbergh and help stimulate future development in this area. It will also allow Spirit to continue serving its numerous

customers who live in the City and the surrounding areas (which is a benefit and convenience to the residents of the City).

3. Spirit's proposed use and development of the Property will not cause any damage or injury to the value of neighboring properties. In fact, by eliminating certain adverse conditions affecting the Property (such as the removal of blight and another soon to be vacant "Class C" office building), and replacing those conditions with a beautiful new luxury car dealership, Spirit will enhance the value of neighboring properties.

4. As indicated above, Spirit's proposed use and development of the Property as a luxury car dealership is consistent with (and will not detract from) the goals, objectives, and applicable planning provisions of the City's Comprehensive Plan. In fact, the City's Comprehensive Plan refers to The Highlands at Forest Park as an example of the "vision and best practices" for the Mixed-Use Innovation Campus District. Among the various uses located at the Highlands at Forest Park, there is a Mercedes Benz car dealership, which is situated along the northwestern portion of the development area and has successfully co-existed with other uses in The Highlands for the past 10 years. The Spirit Lexus dealership will be located in the northwest corner of the Mixed-Use Innovation Campus District, and will complement the other uses in this area.

5. In connection with its site work and construction activities, Spirit will provide all necessary erosion control and on-site stormwater management in accordance with the requirements of the City and the Metropolitan St. Louis Sewer District. See Site Development Plan for details.

6. Spirit's proposed use and development as a car dealership is compatible with the uses in the surrounding area, and will not impose a burden or have any substantial negative impact on surrounding or adjacent users or on community facilities or services. There are three other car dealerships in close proximity to the Property: Lou Fusz Kia at 1025 N. Lindbergh; Lou Fusz Mazda at 925 N. Lindbergh; and Lou Fusz Subaru at 900 N. Lindbergh. These dealerships have co-existed with the other commercial uses in this area for many years, without any negative impact on adjacent properties or community facilities or services. Spirit's proposed use and development of the Property will be no different and will only enhance the surrounding area and help stimulate future development and economic growth.

Spirit is extremely excited about this project. We look forward to continuing our business relationship with the City. For the reasons set forth above, Spirit respectfully requests the City's approval of the CUP and Site Development Plan.

Thank you for your consideration.



city
of

CREVE COEUR

PLANNING DIVISION

300 North New Ballas Road, Creve Coeur, Missouri 63141

Tel. (314) 872-2501 • Fax (314) 872-2505

PLANNING AND ZONING COMMISSION AGENDA APPLICATION SITE DEVELOPMENT PLAN

Select Project Type: Site Development Plan ☒ Site Concept Plan ☐ Minor Site Plan ☐

Title of Project: Spirit Lexus

Location of Project: 10176 CORPORATE SQUARE DRIVE
- 1100 N. LINDBERGH BLVD.

Locator #: 16M210123
16m210301

Subject for Agenda: Site Development Plan

Applicant:

Architect ☐ Engineer ☒ Contractor ☐ Agent ☐ Owner ☐

<i>Applicant:</i>	<i>Applicant's Representative (if applicable):</i>
Mike Leep Jr. <i>Name</i>	George Stock <i>Name</i>
Spirit LEX Re LLC <i>Company (If Applicable)</i>	Stock & Associates Consulting Engineers <i>Company (If Applicable)</i>
5201 N. Grape Road <i>Address</i>	257 Chesterfield Business Parkway <i>Address</i>
Mishawaka, IN 46545 <i>Address</i>	Chesterfield, MO 63005 <i>Address</i>
Telephone # 574-272-2009	Telephone # 636-530-9100
Fax # 574-243-9262	Fax # 636-530-9130
Email: cpustelak@gurleyleep.com	Email: george.stock@stockassoc.com
 <i>Applicant's Signature</i>	 <i>Applicant's Representative's Signature</i>

Owner's Acknowledgement (if different from applicant):

Name _____ Company (If Applicable) _____
Address _____
Phone _____ Fax _____ Email _____
Applicant's Signature _____

Description of Request (attach additional sheets as needed)

General Description: NEW CAR SALES & SERVICE

Rationale

Please describe in detail, on an attached sheet, the reasons why you believe the request should be approved and what steps are being taken to lessen any impacts on surrounding residences and businesses. An explanation of the building and landscape designs (if changes are proposed) should also be included.

ATTACHED SEPARATELY

Submittal Checklist

- | | |
|--|--|
| ☒ Rationale | ☒ Building elevations for new construction |
| ☒ Site plan 4 hard copies | ☒ Photographs of existing structures |
| ☒ Access and parking plan-4 hard copies; (may be shown on site plan) | ☒ Materials samples for Commission review |
| ☒ Landscape plan 4 hard copies | ☒ Legal Description in Word format |
| ☒ Floor plan 4 hard copies | ☒ Fees: \$250 (non-refundable) |
| ☒ Electronic copies of all materials | ☒ \$2000 (refundable deposit) |
| | ☐ Other items as requested by staff |

Preferred Public Hearing Date: Monday, NOVEMBER 20th, 2023.

****Confirm schedule and available meeting dates with Planning Division staff****

Office Use Only

____ All Sections Complete

____ All Documents, incl. e-Copies

____ Fees Paid

Received By: _____

Date: _____

Revised: 7/22



city
of

CREVE COEUR

PLANNING DIVISION

File # _____

300 North New Ballas Road Creve Coeur, Missouri 63141
Tel. (314) 872-2501 • Fax (314) 872-2505

PLANNING AND ZONING COMMISSION APPLICATION FOR SUBDIVISION PLAT

Title of Project: Spirit Lexus

Location of Project: 10176 Corporate Square Drive & 1100 N. Lindbergh Blvd.
Locator # 16M210123 & 16M210301

Please attach a copy of a metes and bounds legal description of the area to be subdivided.

Applicant: Mike Leep Jr. Name Spirit LEX Re LLC Company (If Applicable) 5201 N. Grape Road Address Mishawaka, IN 46545 Address Telephone # 574-272-2009 Fax # 574-243-9262 Email: cpustelak@gurleyleep.com	Applicant's Representative (if applicable): George Stock Name Stock & Associates Consulting Engineers, Inc. Company (If Applicable) 257 Chesterfield Business Pkwy Address Chesterfield, MO 63005 Address Telephone # 636-530-9100 Fax # 636-530-9130 Email: george.stock@stockassoc.com
---	---

APPLICANT:

Architect _____ Engineer x _____ Surveyor _____ Agent _____ Owner _____

The undersigned hereby requests to be placed on the Agenda for the Planning and Zoning Commission meeting at 6:30 P.M. on Monday, NOVEMBER 20th, 2023.

SUBMITTAL CHECKLIST

- x P&Z Agenda Application
- x Fees Paid
- x Draft Preliminary Plat
- x Landscape Plan
- x Tree Preservation Plan
- x Digital copy of all documents

Signature [Signature]

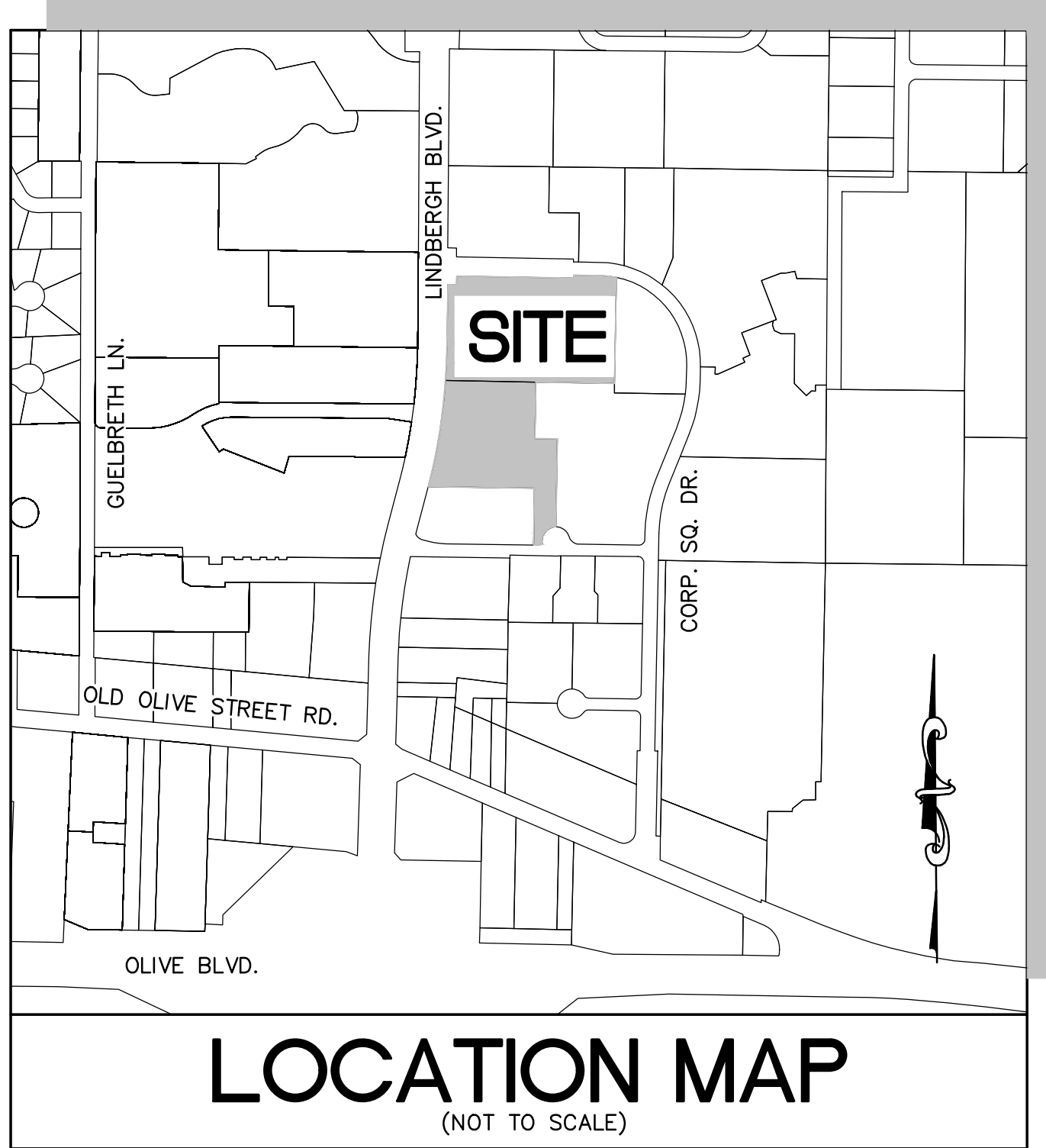
Title Manager

Date 10/16/2023

SITE DEVELOPMENT PLAN

SPIRIT LEXUS

A TRACT OF LAND BEING LOT 21 AND 23 OF CORPORATE SQUARE PLAT NO. 3
AS RECORDED IN PLAT BOOK 188, PAGES 88-90 AND BEING
LOCATED IN S.W. 1/4 OF THE S.E. 1/4 OF SECTION 36,
TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



PERTINENT DATA:

SITE ACREAGE	=	8.065 Ac.
10176 CORPORATE SQUARE DR.	=	4.717 Ac.
1100 LINDBERGH BLVD.	=	3.348 Ac.
RW DEDICATION	=	0.031 Ac.
PROJECT AREA	=	8.034 Ac.

OWNER UNDER	=	SPIRIT LEX RE LLC
LOCATOR No.	=	16M210123, 16M210301
ZONING	=	'GC' GENERAL COMMERCIAL
FIRE DISTRICT	=	CREVE COEUR FIRE DISTRICT
SCHOOL DISTRICT	=	PATTONVILLE
SEWER DISTRICT	=	METROPOLITAN SEWER DISTRICT
WATER SERVICE	=	MISSOURI-AMERICAN WATER CO
GAS SERVICE	=	SPIRE
ELECTRIC SERVICE	=	AMEREN UE ELECTRIC
PHONE SERVICE	=	AT&T
ZIP CODE	=	63132

GENERAL NOTES:

1) Subject property is Zoned "GC" General Commercial District

Minimum front yard. No building or structure shall be located closer than ten (10) feet from a public right-of-way. In the event that parking is to be located in front of a building or structure, said building or structure shall be set back a minimum of fifty (50) feet from the right-of-way. The provisions of Section 405.240 shall prevail where applicable on major streets and highways. In every instance, the first ten (10) feet of the front yard setback from the right-of-way shall be provided with and maintained with sidewalks, unless improved sidewalks exist in the abutting public right-of-way, and with landscaping including, but not limited to, deciduous street trees at regular intervals.

Minimum side yard. Twelve (12) feet.

Minimum rear yard. Twenty (20) feet.

Maximum structure height. No building or structure shall exceed three (3) stories or forty-five (45) feet.

Provisions of Section 405.240
Setback Requirements On Certain Streets And Rights-Of-Way.

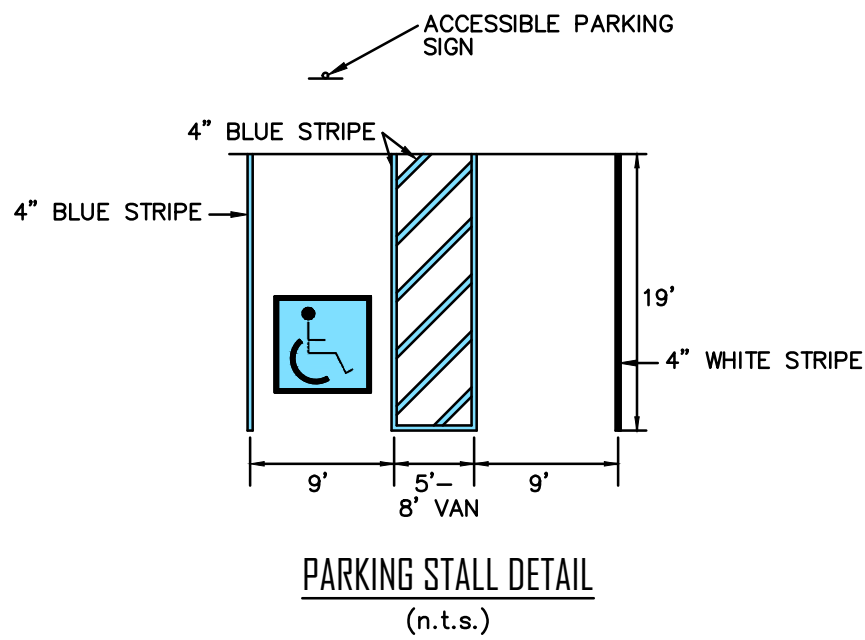
No building or structure shall be located further from a major street or highway in the City of Creve Coeur than provided for by the standards specified below:

Arterial street or highway (Balas Road, Lindbergh Boulevard and Olive Boulevard): Forty (40) feet setback from the centerline of said arterial street or highway plus the permitted setback distance established in the zoning district. The Planning and Zoning Commission may increase the distance measured from the centerline of an arterial street or highway to ensure a consistent right-of-way along such a thoroughfare or if a road expansion is projected in an adopted land use plan.

2) Subject property lies within Flood Zone X (Area of minimal flood hazard) according to the National Flood Insurance Rate Map Number 29189C019201 with an effective date of 02/04/2015.

3) Utilities shown hereon are shown from record and/or survey information. Any location, size and type information should be considered as approximate only. It is the Contractors responsibility to call Dig-Rite to verify utility locations.

4) The subject property(ies) described in the above commitment are contiguous to each other and the adjoining properties, without any gaps, gores or overlaps.

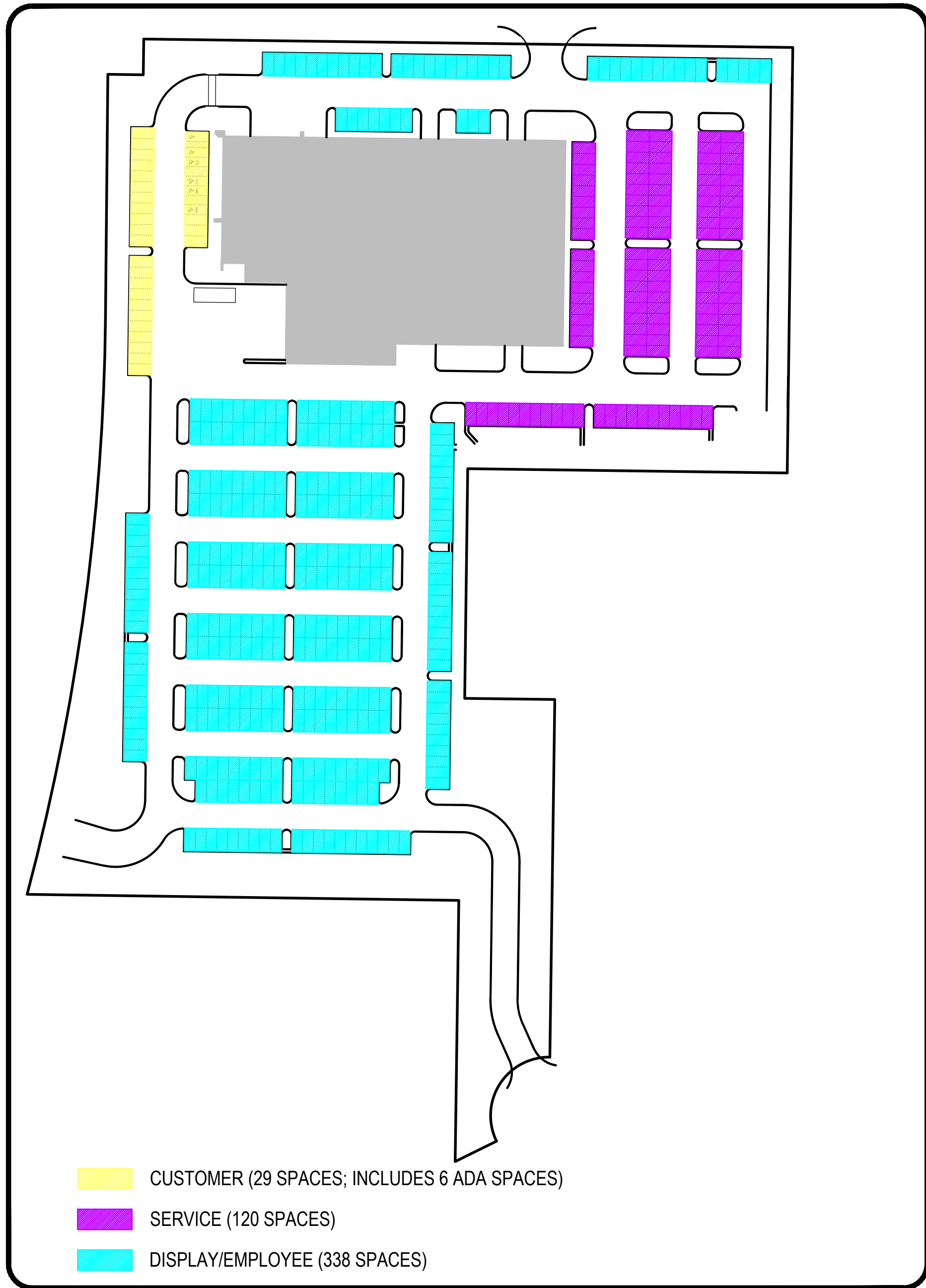


MISSOURI ONE-CALL: 1-800-344-7483
ST. LOUIS COUNTY: (314) 615-0215
SIGNALS & LIGHTING:

UTILITY NOTE:
UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND, THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo.

SHEET INDEX

C1.0	TITLE SHEET
C2.0	EXISTING CONDITIONS PLAN
C3.0	SITE DEVELOPMENT PLAN
C4.0	SITE SECTIONS
L1.0	TREE CENSUS
CL1.0	CONCEPT LANDSCAPE PLAN
E603	SITE LIGHTING PHOTOMETRY
E604	SITE LIGHTING DETAILS
A1-1	1st FLOOR PLAN
A1-2	2nd FLOOR PLAN
A4-1	ELEVATIONS
A3-1	ROOF PLAN
A1-13	DUMPSTER ENCLOSURE PLAN
	ARCHITECTURAL RENDERING



PARKING PLAN

ST. LOUIS COUNTY BENCHMARK

BENCHMARK # 2020 N141088 Elev = 458.47
"Standard Table" stamped 11-74 S.L.C. on northeast
abutment of bridge #215, at 185' north of centerline of
drive at #1678 Creve Coeur Mill Road.

SITE BENCHMARK

ELEV=687.88

FND. IRON ROD AT THE S.E. CORNER OF LOT 21

DISCLAIMER:
STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. AND THE UNDERSIGNED ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND ALL OTHER DRAWINGS WHERE THE UNDERSIGNED ENGINEER'S SEAL APPEARS. THE CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. HAS NO RESPONSIBILITY TO VERIFY FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND AUTHORIZED TO DO SO BY THE OWNER OR CONTRACTOR.

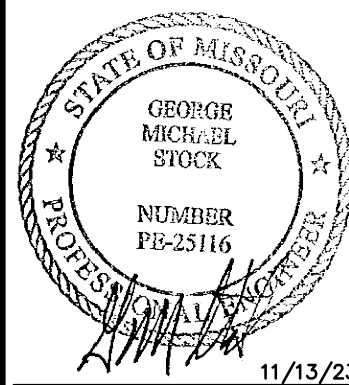
PREPARED BY:

STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63105 PH: (636) 530-9300 FAX: (636) 530-9300
e-mail: gmoen@stockassoc.com Web: www.stockassoc.com

SITE DEVELOPMENT PLAN FOR:

SPIRIT LEXUS

10176 CORPORATE SQUARE DRIVE & 1100 N. LINDBERGH
CREVE COEUR, MO



11/23/23
GEORGE M. STOCK E-25116
J.E.B. STOCK
NUMBER 12-25116
CERTIFICATE OF AUTHORITY
NUMBER: 000996

REVISIONS:

1. REVISED PER CITY COMMENTS 11/13/23

DRAWN BY:	J.E.B.	CHECKED BY:	G.M.S.
DATE:	10/19/23	JOB NO.:	223-7439.1
K.S.D.	230NCPB-00076	BASE MAP:	16M
S.L.C. HAT #	N/A	HAT S.U.P. #	N/A
M.D.N.R. #	MD-XXXXXXX		
SHEET TITLE:	TITLE SHEET		
SHEET NO.:	C1.0		

PROPERTY DESCRIPTION

A tract of land being Lot 21 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 thru 90 of the St. Louis County Records, in the City Of Creve Coeur, Missouri and being further described as follows: beginning at a point on the east line of Lindbergh Boulevard, 100 feet wide; said point being South 0 Degrees 34 Minutes 00 Seconds West, 411.00 feet along said east line from its intersection with the south line of Lindbergh-Warson Industrial Center Addition No. 2, according to the plat thereof recorded in Plat Book 119, Pages 32 and 33 of the St. Louis County Records; thence leaving said east line South 89 Degrees 15 Minutes 00 Seconds East, 29.79 feet to a point; thence North 0 Degrees 45 Minutes 00 Seconds East 30.00 feet to a point; thence South 89 Degrees 15 Minutes 00 Seconds East 400.00 feet to a point; thence North 0 Degrees 45 Minutes 00 Seconds East 10.00 feet to a point; thence South 89 Degrees 15 Minutes 00 Seconds East, 89.75 feet to a point; thence along a curve to the right having a radius of 300.00 feet an arc distance of 55.31 FEET (chord of South 83 Degrees 58 Minutes 06 Seconds East, 55.23 feet); thence South 0 Degrees 45 Minutes 00 Seconds West 361.80 feet to a point; thence North 89 Degrees 15 Minutes 00 Seconds West, 577.24 feet to a point on said east line of Lindbergh Boulevard; thence along said east line along a curve to the left having a radius of 1,960.08 FEET an arc distance of 121.18 feet (chord of North 2 Degrees 20 Minutes 16 Seconds East, 121.16 feet) to the point of tangent; thence North 0 Degrees 34 Minutes 00 Seconds East, 205.77 feet to the point of beginning, according to the survey by the Clayton Engineering Company August, 1997.

PROPERTY DESCRIPTION

Lot 23 of Corporate Square Plat No. 3, according to the plat thereof recorded in Plat Book 188 Page 88 through 90 of the St. Louis County, Missouri, Records

ADJUSTED LOT 23

A tract of land being Lots 21 and 23 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 of the St. Louis County Records, in the City Of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a found Concrete monument located on the east right-of-way line of Lindbergh Boulevard, 100 feet wide, said point also being located on the south right-of-way line of Corporate Square Drive, variable width; thence along said south right-of-way line the following courses and distances: South 89 degrees 14 minutes 52 seconds East, 29.79 feet to a found Concrete Monument; North 00 degrees 45 minutes 08 seconds East, 30.00 feet to a found Concrete Monument and South 89 degrees 14 minutes 52 seconds East, 400.00 feet; thence leaving said right-of-way line, continuing South 89 degrees 14 minutes 52 seconds East, 144.75 feet to its intersection with the east line of above said Lot 21; thence along said east line, South 00 degrees 45 minutes 08 seconds West, 356.88 feet to the southeastern corner of said Lot 21; thence along the south line of Lot 21, North 89 degrees 14 minutes 52 seconds West, 268.19 feet to the northeastern corner of Lot 23; thence along the eastern lines of said Lot 23 the following courses and distances: South 00 degrees 45 minutes 00 seconds West, 192.64 feet; South 89 degrees 15 minutes 00 seconds East, 75.55 feet and South 00 degrees 46 minutes 58 seconds West, 300.07 feet to a found iron pipe located on the north right-of-line of Woodfield Lane, said point also being located on a curve to the left having a radius of 49.00 feet; then along said right-of-way line with an arc length of 99.92 feet and a chord which bears South 32 degrees 25 minutes 21 seconds West, 83.48 feet to its intersection with the south line of above said Lot 23; thence along said south line, South 63 degrees 57 minutes 18 seconds West, 38.63 feet to the southeast corner of Lot 25 of above said Corporate Square Plat No. 3; thence along the east line of said Lot 25, North 00 degrees 48 minutes 30 seconds East, 219.00 feet to the northeast corner of thereof; thence along the common line between Lots 23 and 25, North 89 degrees 11 minutes 30 seconds West, 362.32 feet to a concrete monument located on the eastern right-of-way line of above said Lindbergh Boulevard, said point also being located on a non-tangential curve to the left having a radius of 1,960.08 feet; thence along said right-of-way line and curve an arc length of 515.87 feet and a chord which bears North 07 degrees 21 minutes 58 seconds East, 514.38 feet and North 00 degrees 34 minutes 08 seconds East, 177.75 feet to the POINT OF BEGINNING.

Containing 349.971 square feet or 0.034 acres, more or less

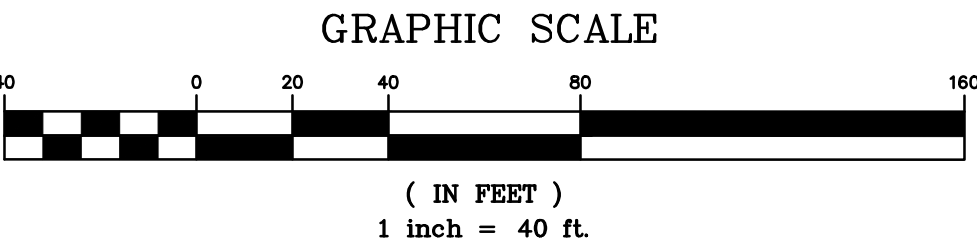
PROPOSED RIGHT-OF-WAY DEDICATION

A tract of land being part of Lot 21 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 of the St. Louis County Records, in the City Of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Commencing at a found Concrete monument located on the east right-of-way line of Lindbergh Boulevard, 100 feet wide, said point also being located on the south right-of-way line of Corporate Square Drive, variable width; thence along said south right-of-way line the following courses and distances: South 89 degrees 14 minutes 52 seconds East, 29.79 feet to a found Concrete Monument; North 00 degrees 45 minutes 08 seconds East, 30.00 feet to a found Concrete Monument and South 89 degrees 14 minutes 52 seconds East, 400.00 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along said right-of-line the following courses and distances: North 00 degrees 45 minutes 08 seconds East, 10.00 feet; South 89 degrees 14 minutes 52 seconds East, 89.75 feet to a point of curvature to the right having a radius of 300.00 feet and an arc length of 55.31 feet to the eastern line of above said Lot 23; thence along said eastern line, South 00 degrees 45 minutes 09 seconds West, 4.92 feet; thence departing said eastern line, North 89 degrees 14 minutes 52 seconds West, a distance of 144.75 feet to the POINT OF BEGINNING.

Containing 1,355 square feet or 0.031 acres, more or less.

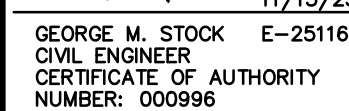
PREPARED FOR:
SPIRIT LEX RE LLC
5201 N. GRAPE ROAD
MISHAWAKA, IN 46545
ATTN: MR. CHRIS PUSTELAK
VICE PRESIDENT OF OPERATIONS



STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63105-0136 (636)
530-9100 FAX (636) 530-9130
e-mail: general@stockassoc.com
Web: www.stockassoc.com

SPIRIT LEXUS

10176 CORPORATE SQUARE DRIVE & 1100 N. LINDBERGH
CREVE COEUR, MO



1.	REVISED PER CITY COMMENTS 11/13/23
----	---------------------------------------

[illegible]

J.E.B.	G.M.S.
DATE	ISS. NO.

M.S.D.:	BASE MAP #:
00010000 00000	1011

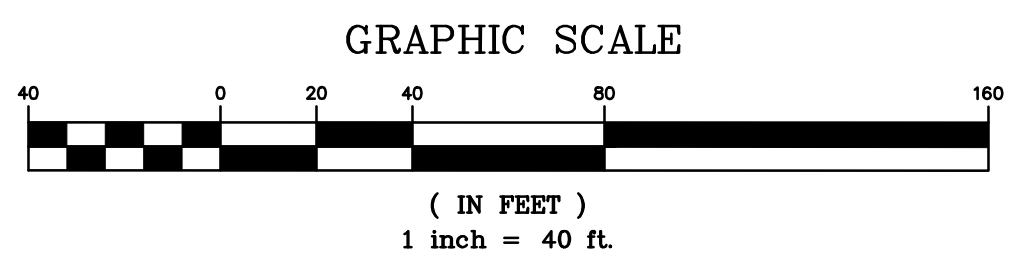
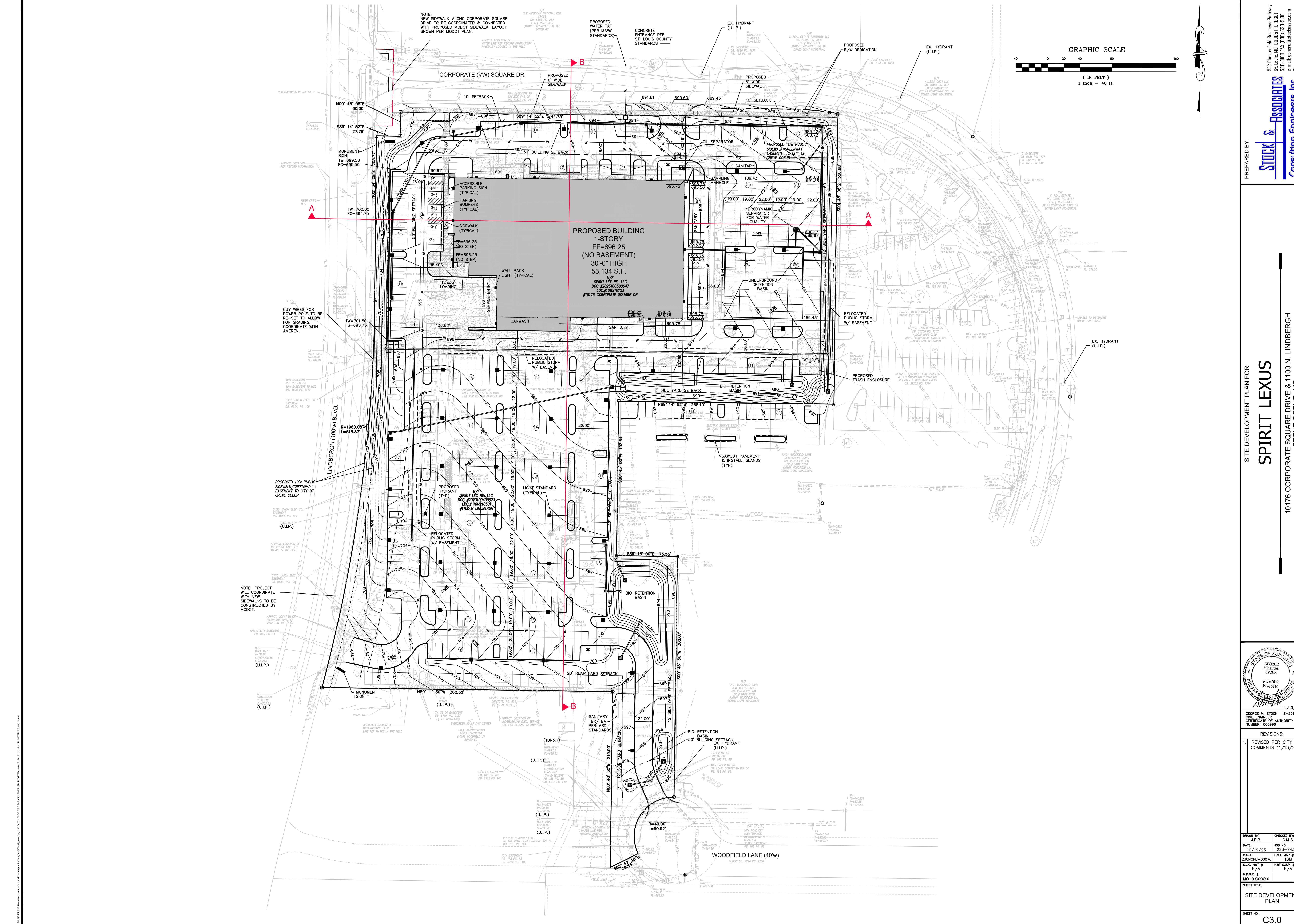
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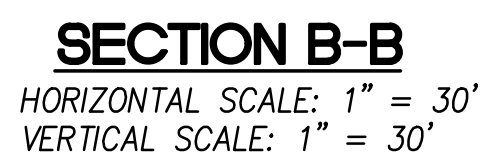
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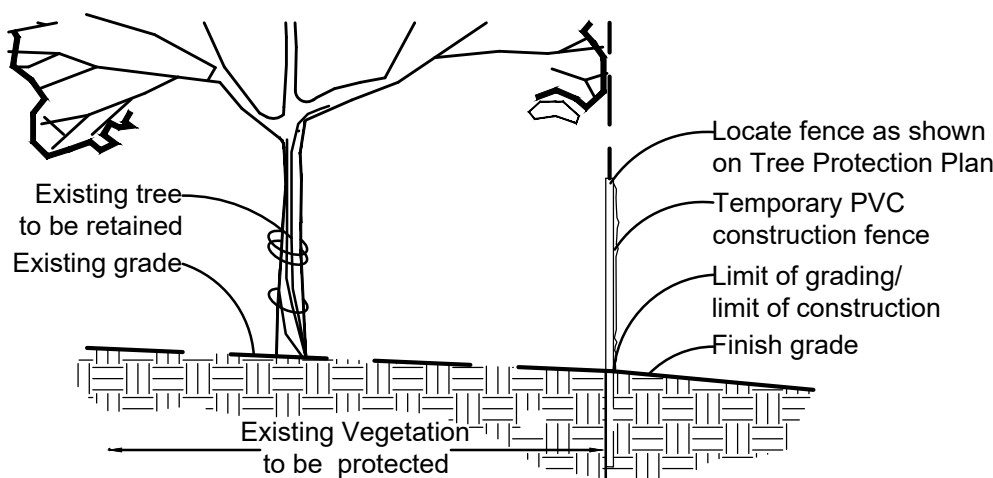
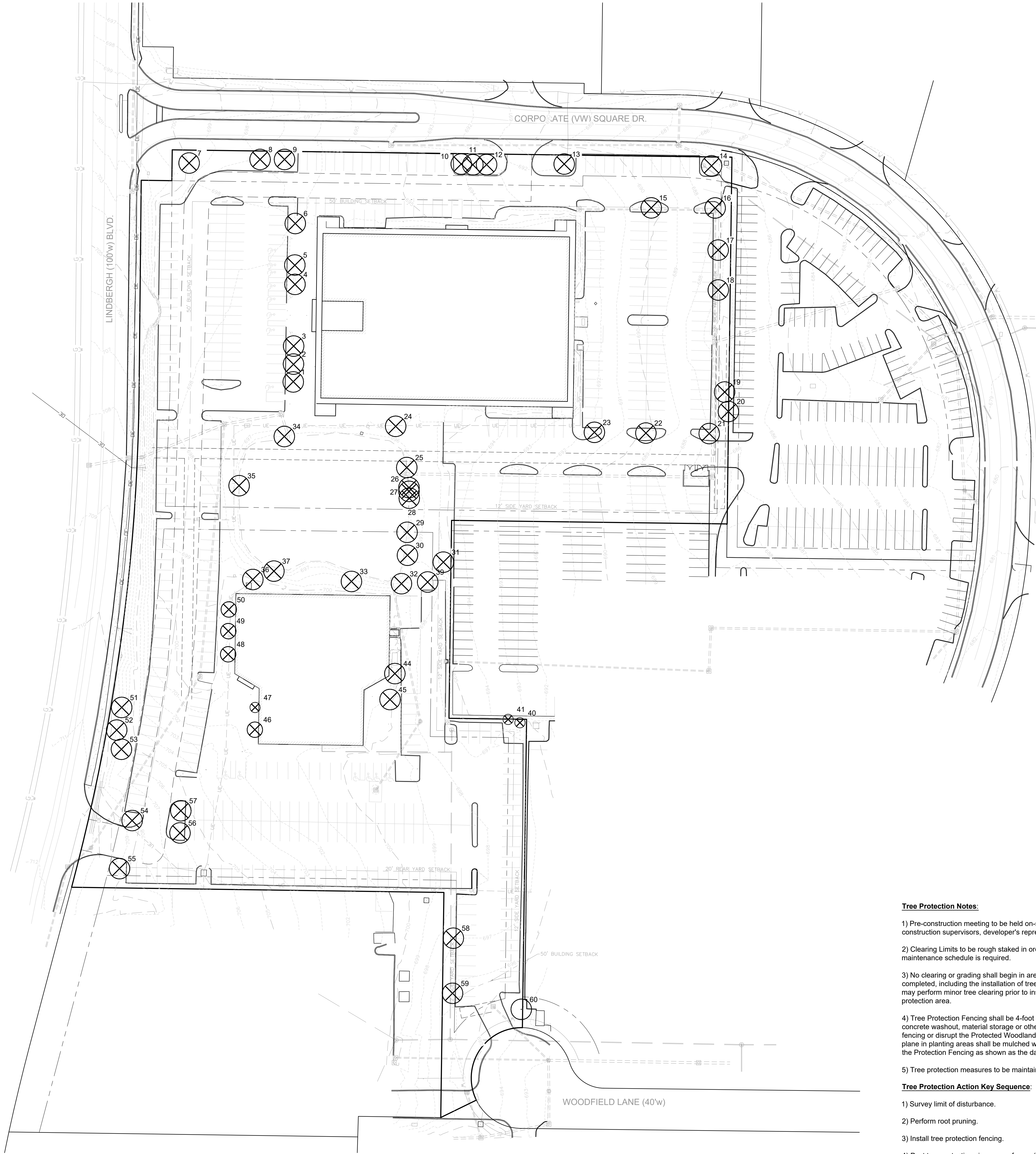
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C2.0



REVISIONS:	
1. REVISED PER CITY COMMENTS 11/13/23	
DRAWN BY: J.E.B.	CHECKED BY: G.M.S.
DATE: 10/19/23	JOB NO: 223-7439.1
M.S.D. BASE MAP: 230NCPB-00076	16M
S.L.C. HAT # N/A	HAT S.U.P. # N/A
M.D.N.R. # MO-XXXXXXX	
SHEET TITLE:	
SITE DEVELOPMENT PLAN	
SHEET NO: C3.0	





Tree Protection Detail

Tree Inventory						
ID	Tree Name	DBH	Condition Rating	Comment	To Be Removed	Preserved
1	Bradford Pear	10	1		X	
2	Bradford Pear	9	1		X	
3	Bradford Pear	13	2		X	
4	Bradford Pear	12	3		X	
5	Bradford Pear	14	3		X	
6	Bradford Pear	24	3		X	
7	White Pine	20	1		X	
8	Pin Oak	20	2		X	
9	Pin Oak	19	2		X	
10	Maple	4	1	Twin	X	
11	Maple	5	3		X	
12	Maple	5	3		X	
13	Pin Oak	18	2		X	
14	Pin Oak	22	1		X	
15	Sweetgum	16	1	Nearly Dead	X	
16	Sweetgum	15	3		X	
17	Sweetgum	14	3		X	
18	Sweetgum	16	2		X	
19	Austrian Pine	13	3		X	
20	Austrian Pine	16	2		X	
21	Sweetgum	18	4		X	
22	Sweetgum	12	1	Top Out	X	
23	Pin Oak	19	2		X	
24	River Birch	21	3	Triple	X	
25	Pin Oak	11	3		X	
26	Mulberry	15	2	Triple	X	
27	Red Cedar	8	3		X	
28	Ash	7	2		X	
29	River Birch	8	3		X	
30	Crabapple	23	2	Quad	X	
31	Austrian Pine	24	2		X	
32	Crabapple	22	1	Quad	X	
33	Austrian Pine	18	2		X	
34	River Birch	24	2		X	
35	Ash	4	2		X	
36	Mulberry	10	2		X	
37	Bald Cypress	28	4		X	
38	River Birch	24	4		X	
39	Austrian Pine	18	2		X	
40	Juniper	2	3	6h	X	
41	Juniper	2	3	6h	X	
43	Amur Maple	8	2	Clump	X	
44	Bald Cypress	20	3		X	
45	Goldenrain Tree	24	3		X	
46	Crabapple	4	3		X	
47	Crabapple	2	3		X	
48	Crabapple	8	3		X	
49	Crabapple	6	3		X	
50	Crabapple	6	3		X	
51	Maple	12	2		X	
52	Maple	15	2		X	
53	Maple	13	2		X	
54	Ash	23	1	1/2 dead	X	
55	Ash	22	1	1/2 dead	X	
56	Ginko	4	3		X	
57	Ginko	4	3		X	
58	White Pine	19	2		X	
59	DEAD	18	0		X	
60	Red Oak	20	3			X

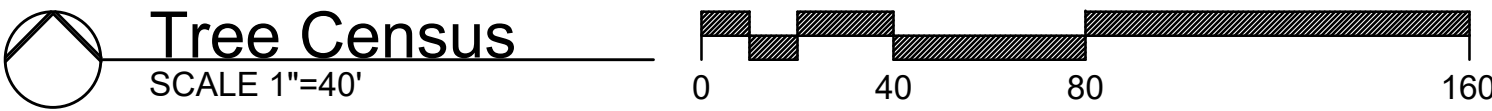
Tree Condition Rating:	
Excellent	4
Good	3
Fair	2
Poor	1
Dead	0

Tree Protection Notes:

- 1) Pre-construction meeting to be held on-site to include a presentation of tree protection measures to operators, construction supervisors, developer's representative, and city zoning inspector.
- 2) Clearing Limits to be rough staked in order to facilitate location for installation of protection fencing. No early maintenance schedule is required.
- 3) No clearing or grading shall begin in areas where the treatment and preservation measures have not been completed, including the installation of tree protection fencing as shown on the plan. Where necessary, Contractor may perform minor tree clearing prior to installing silt fencing and tree protection fencing provided they maintain tree protection area.
- 4) Tree Protection Fencing shall be 4-foot high temporary plastic construction fence. No equipment traffic/parking, concrete washout, material storage or other such construction activity shall be permitted to penetrate the protection fencing or disrupt the Protected Woodland Area except for the removal of dead or invasive plant material. All ground plane in planting areas shall be mulched with hardwood bark mulch. Tree Protection Signage will be placed along the Protection Fencing as shown as the dashed line on the plan.
- 5) Tree protection measures to be maintained throughout construction sequence.

Tree Protection Action Key Sequence:

- 1) Survey limit of disturbance.
- 2) Perform root pruning.
- 3) Install tree protection fencing.
- 4) Post tree protection signage on fence (No signs will be posted on trees).
- 5) Maintain tree protection area as an off-limits zone.



Jerald Saunders - Landscape Architect
MO License # LA-007

Consultants:

Spirit Lexus

10176 Corporate Square Drive & 1100 North Lindbergh Boulevard
Creve Couer, Missouri

Revisions:

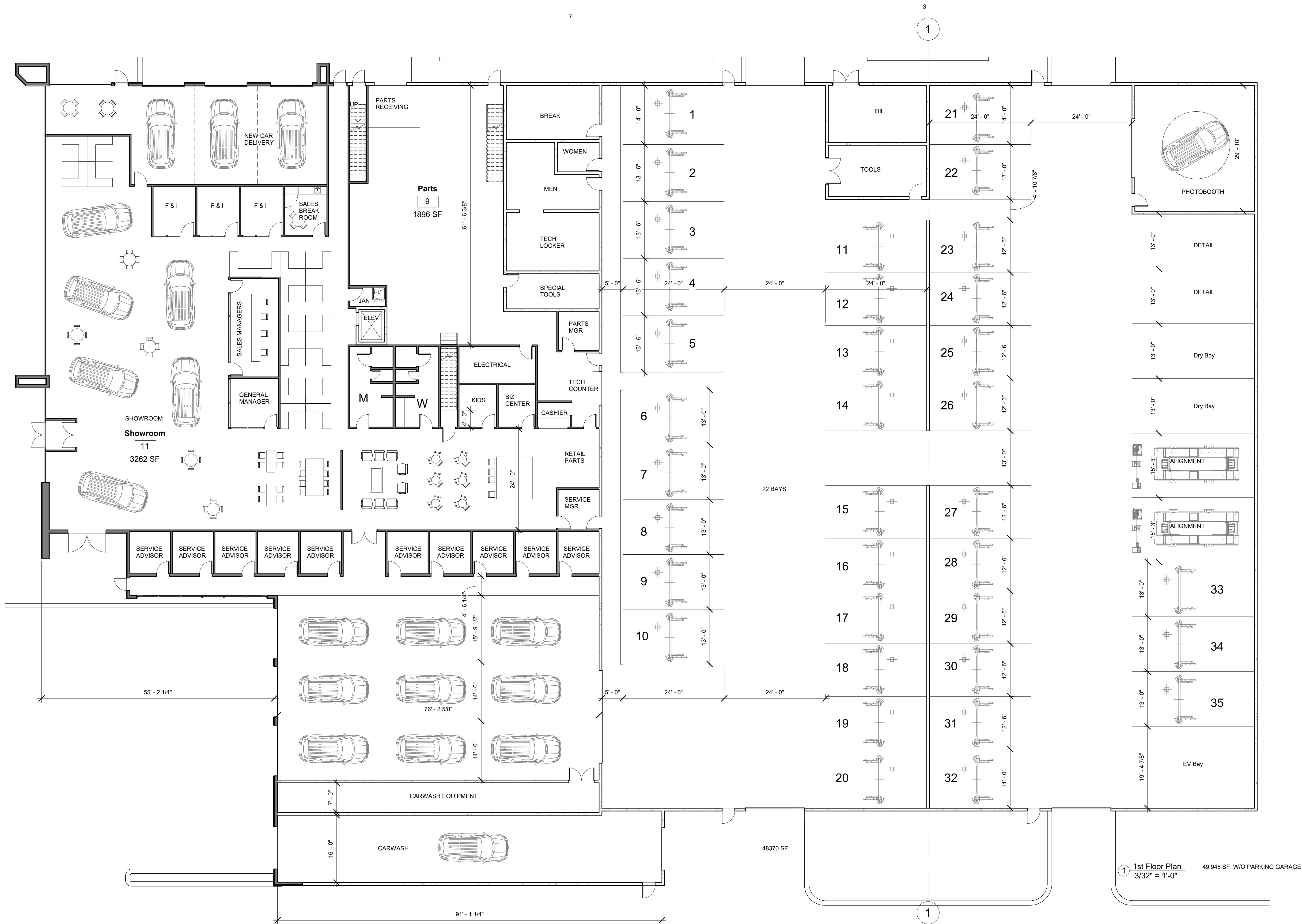
Date	Description	No.
11/10/23	City Comments	1

Drawn: KP / RS
Checked: RS

LOOMIS ASSOCIATES
landscape architects + planners
780 spirit 40 park drive, chesterfield, missouri 63005
t. 636-519-8668
www.loomis-associates.com

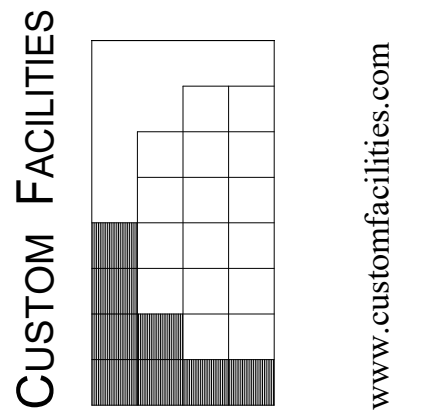
Loomis Associates Inc.
Missouri State Certificate of Authority #: LAC #000119

Sheet Title:	Tree Census
Sheet No:	L1.0
Date:	10/13/23
Job #:	813.113



1 1st Floor Plan 49,945 SF W/O PARKING GARAGE
3/32" = 1'-0"

CONSTRUCTION MANAGERS
GENERAL CONTRACTORS
DESIGN/BUILD
6296 Rucker Road
Suite C
Indianapolis, IN
46220-486
TEL 317-259-4038
FAX 317-259-4785



www.customfacilities.com

Client Project Information

Lexus of Creve Coeur

Creve Coeur, Missouri

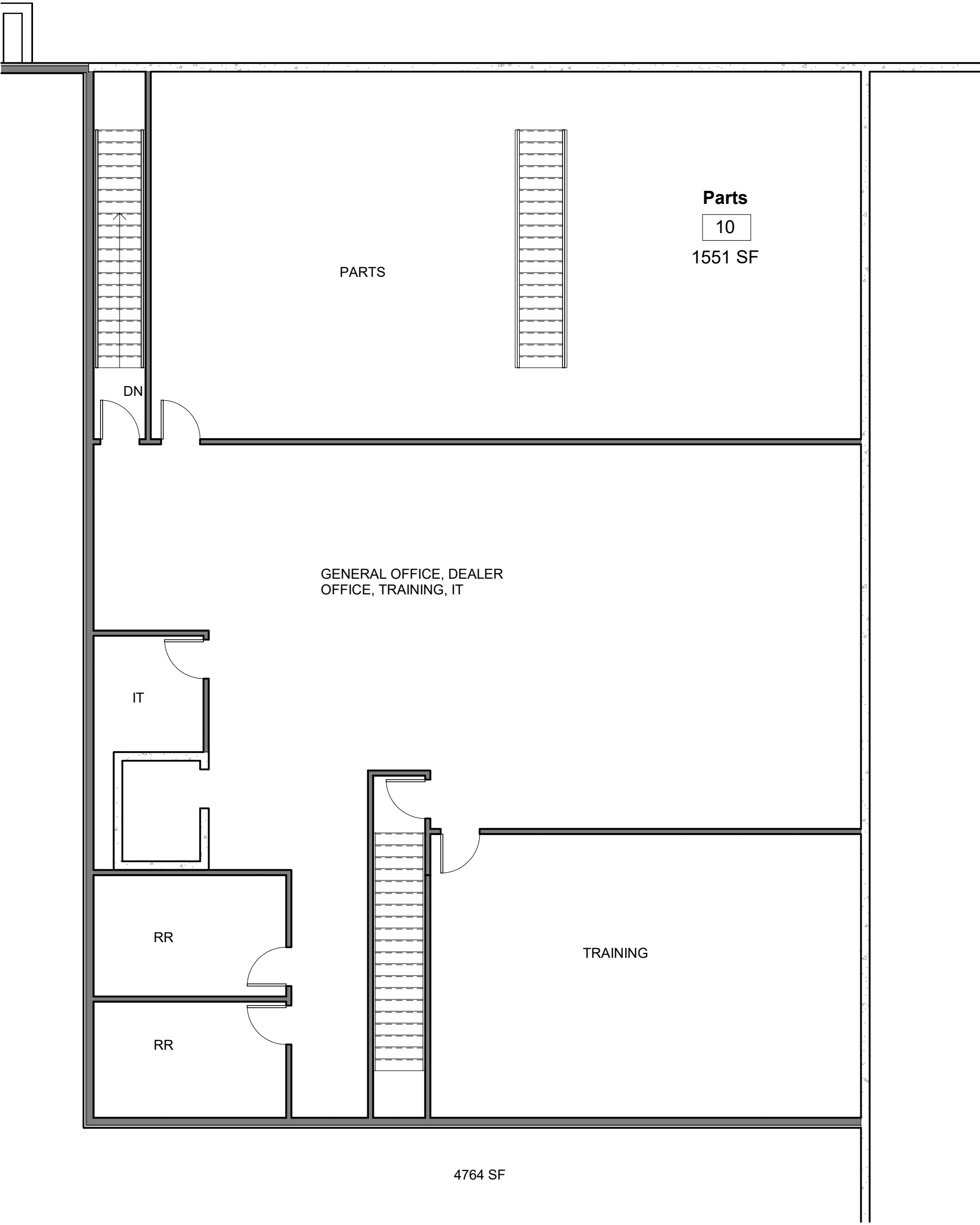
Project 21122
Drawn By: KTM
Checked: KTM

Revision		
Mark	Date	Remark

DO NOT SCALE
Custom Facilities shall be notified immediately should any errors, omissions, discrepancies, inconsistencies be discovered the drawings.

1st Floor Plan

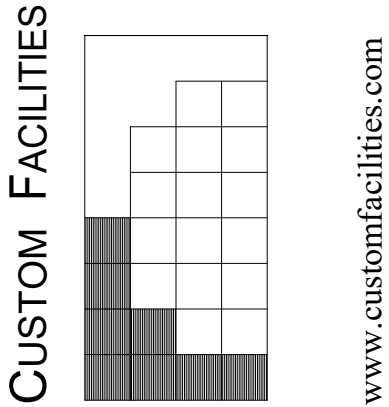
A1-1



① 2nd Floor Plan
1/8" = 1'-0"

Lexus of Creve
Coeur
Creve Coeur, Missouri

Client Project Information



www.customfacilities.com

CONSTRUCTION MANAGERS
GENERAL CONTRACTORS
DESIGN/BUILD
6296 Rucker Road
Suite C
Indianapolis, IN
46220-486
TEL 317-259-0038
FAX 317-259-4785

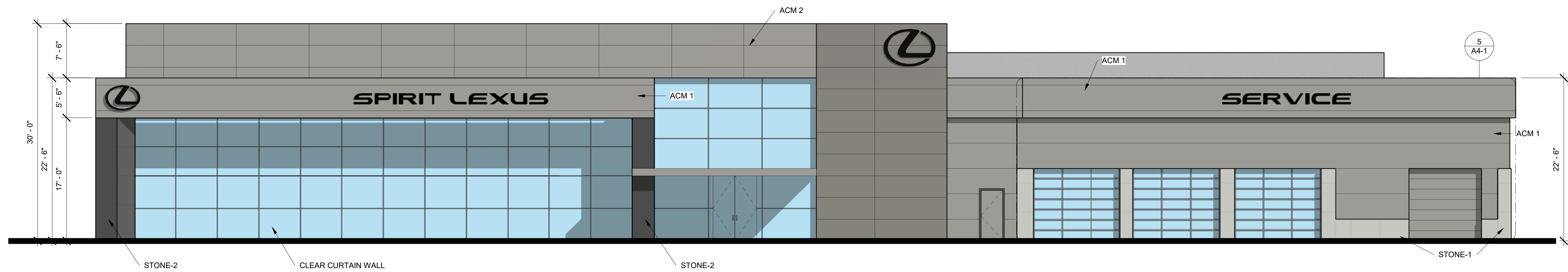
Project 21122
Drawn By: KTM
Checked KTM

Revision		
Mark	Date	Remark

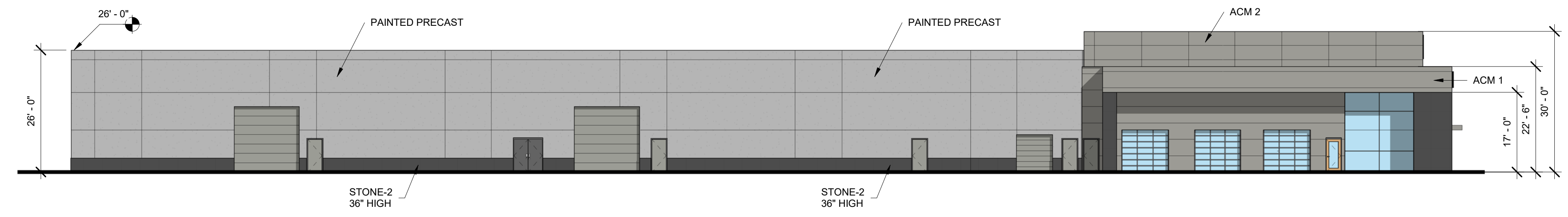
DO NOT SCALE
Custom Facilities shall be notified immediately should any errors, omissions, discrepancies or inconsistencies be discovered in the drawings.

2nd Floor Plan

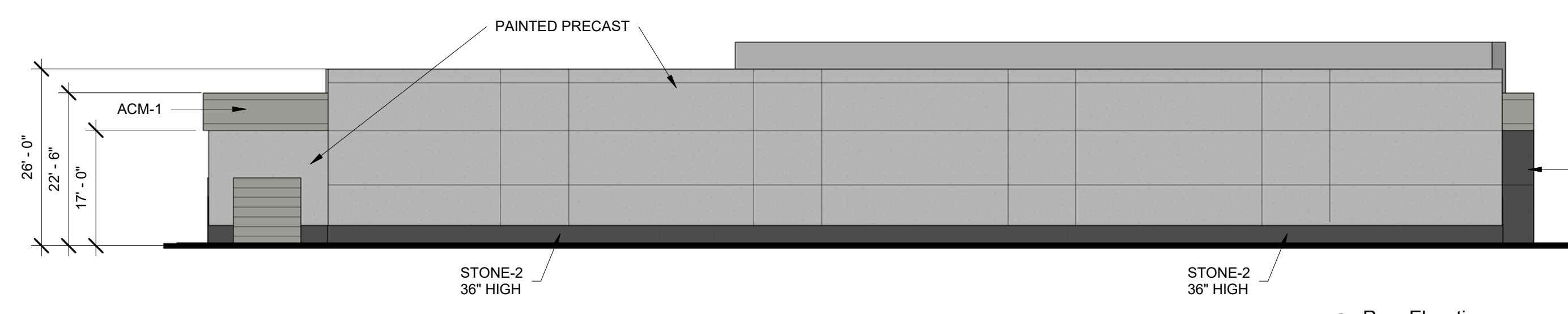
A1-2



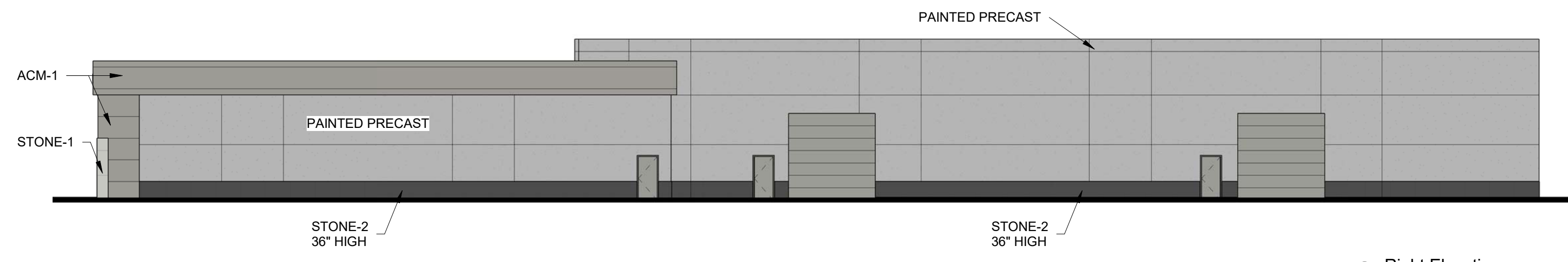
① Front Elevation
1/8" = 1'-0"



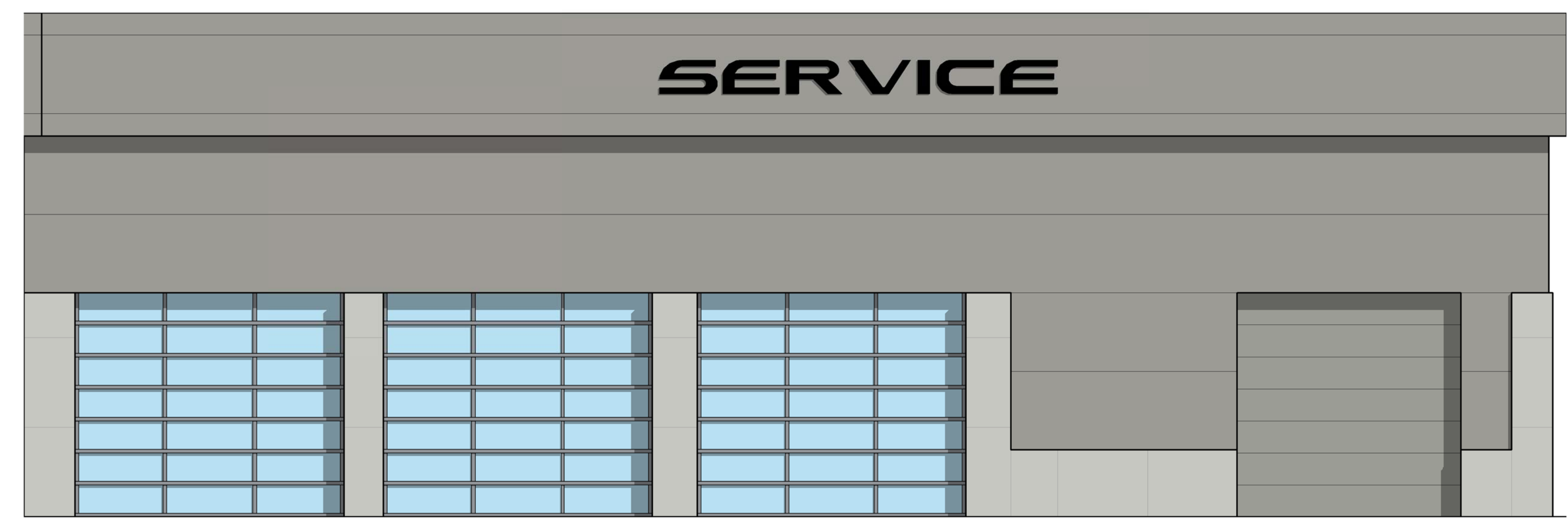
② Left Elevation
1/16" = 1'-0"



④ Rear Elevation
1/16" = 1'-0"



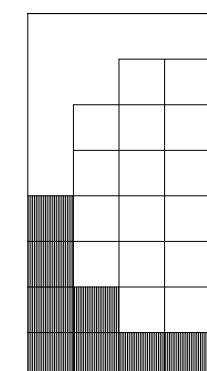
③ Right Elevation
1/16" = 1'-0"



⑤ Front Elevation - Stone Close-up
1/4" = 1'-0"

CODE	DESCRIPTION
ACM-1	ANODIC CLEAR MICA - PVD-2 / GLOSS 30
ACM-2	MZG GRAY MICA II D - DCI94D-2043CR
STONE-1	DRY STACKED STONE BEIGE COLOR 228, 213, 183
STONE-2	FLAMED RIGINIA MIST GRANITE
PAINTED PRECAST	BRAND AND COLOR CODE TO FOLLOW
EXTERIOR DOORS	BRAND AND COLOR CODE TO FOLLOW
OVERHEAD DOORS	GAVALIZED ALUMINUM - RYTEC HIGH SPEED

CONSTRUCTION MANAGERS
GENERAL CONTRACTORS
DESIGN/BUILD
6296 Rucker Road
Suite C
Indianapolis, IN
46220-486
TEL 317-259-0038
FAX 317-259-4785

CUSTOM FACILITIES

www.customfacilities.com

Client Project Information

Lexus of Creve
Coeur
Creve Coeur, Missouri

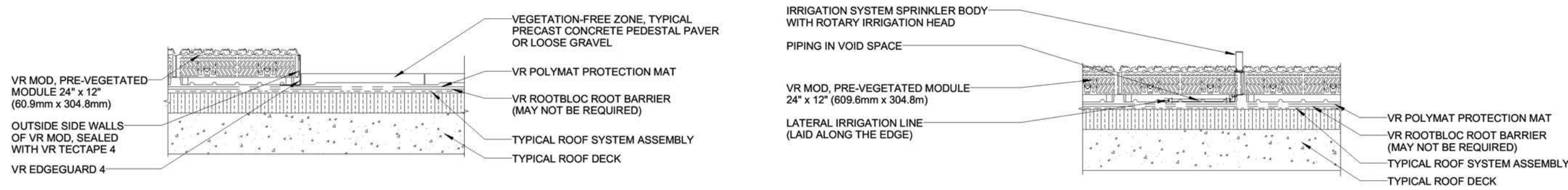
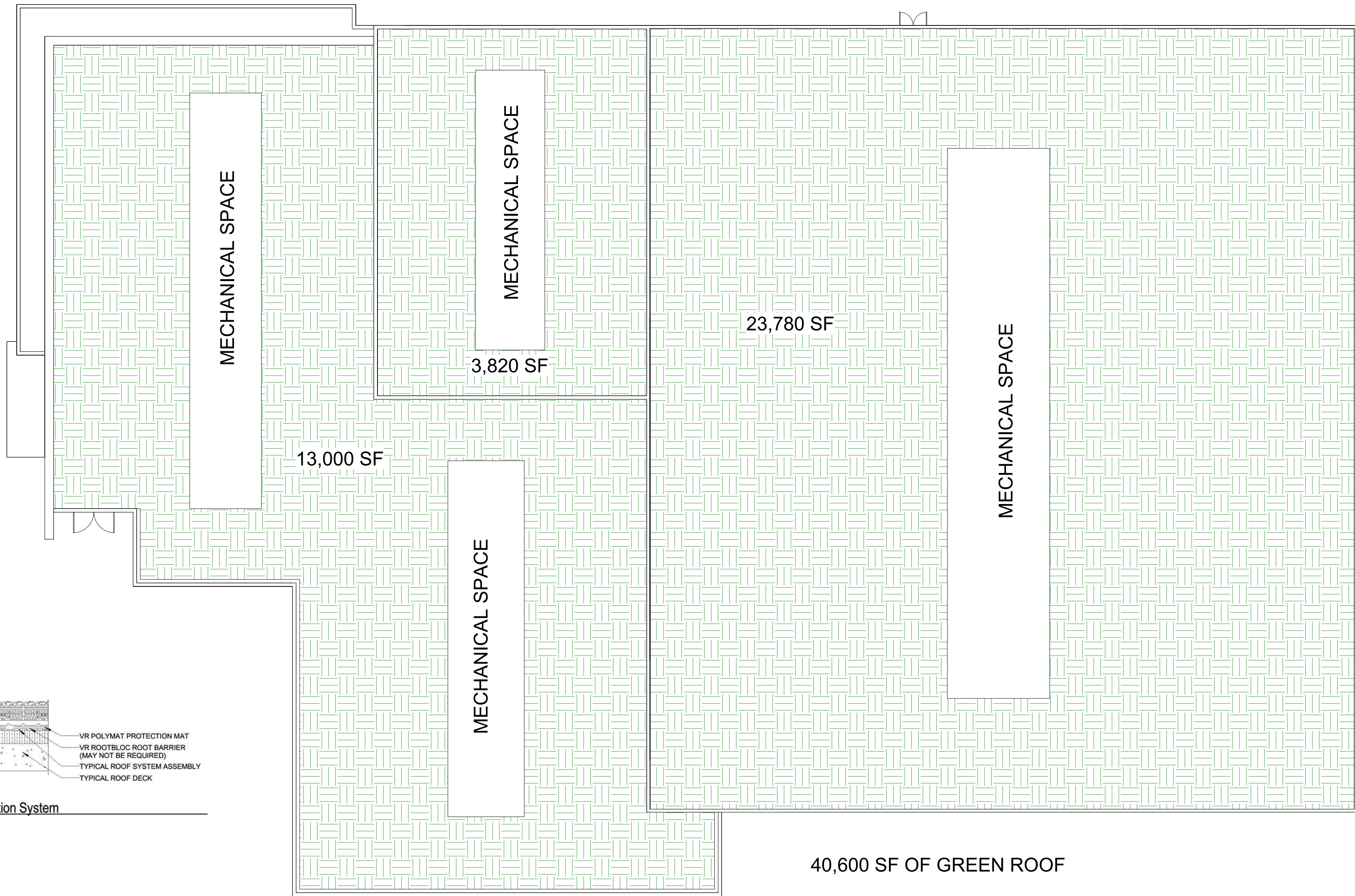
Project 21122
Drawn By: KTM
Checked KTM

Revision		
Mark	Date	Remark

DO NOT SCALE
Custom Facilities shall
be notified immediately should
any errors, omissions,
discrepancies
inconsistencies be discovered
the drawings.

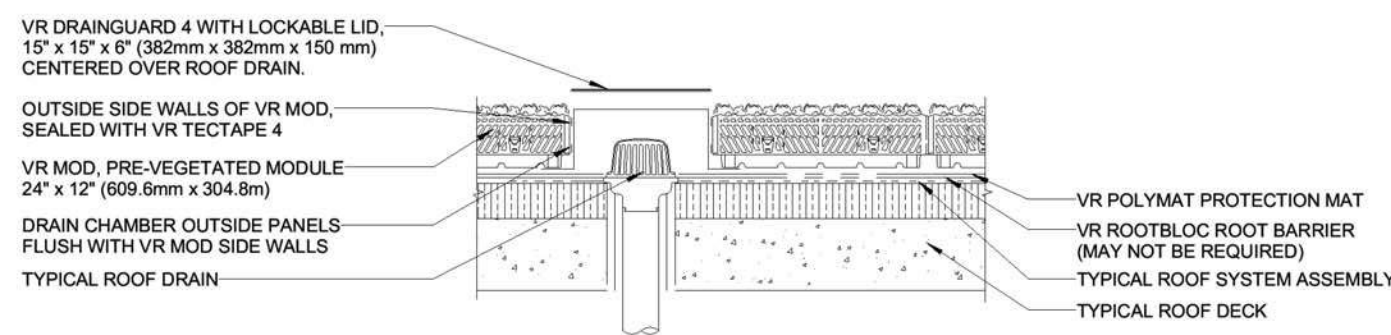
Elevations

A4-1

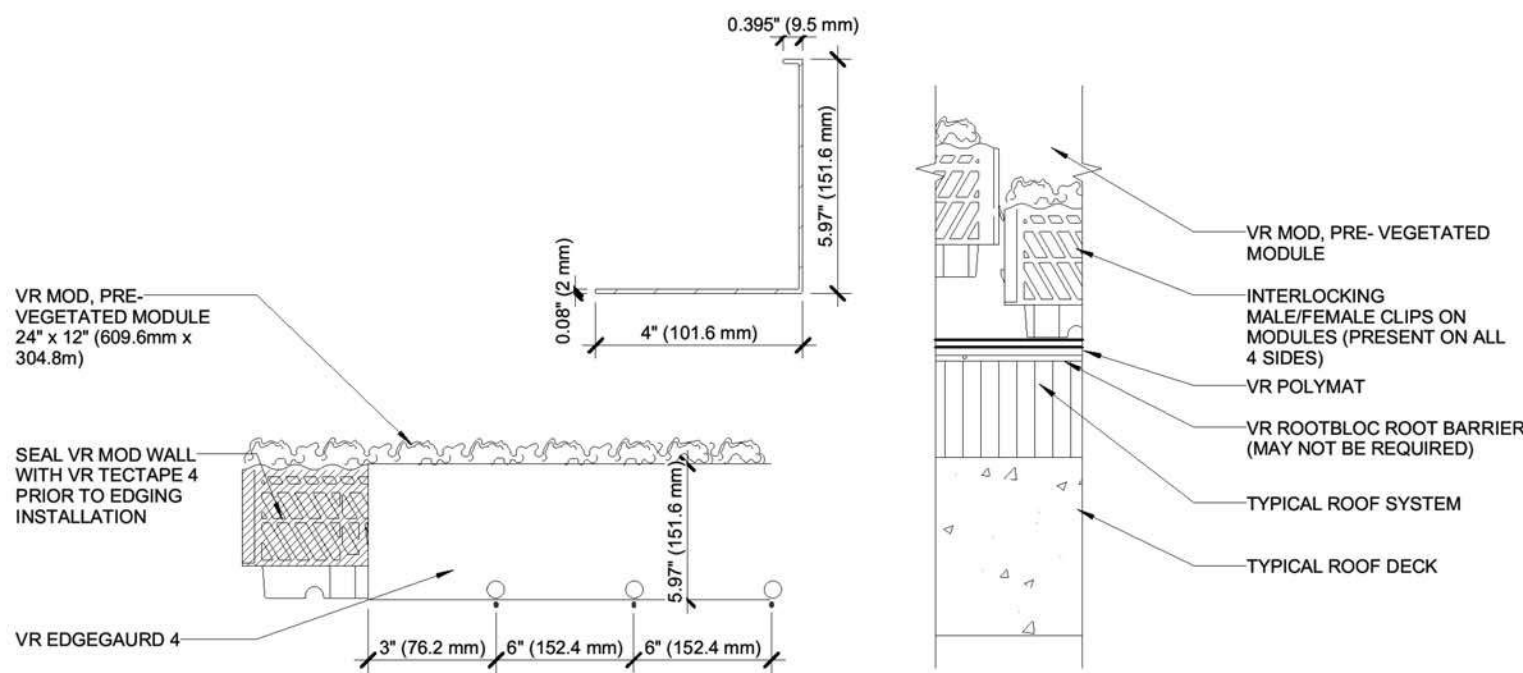


2 A106 Vegetated Roof (VR) Assembly with Vegetation Free Zone 1 1/2" = 1'-0"

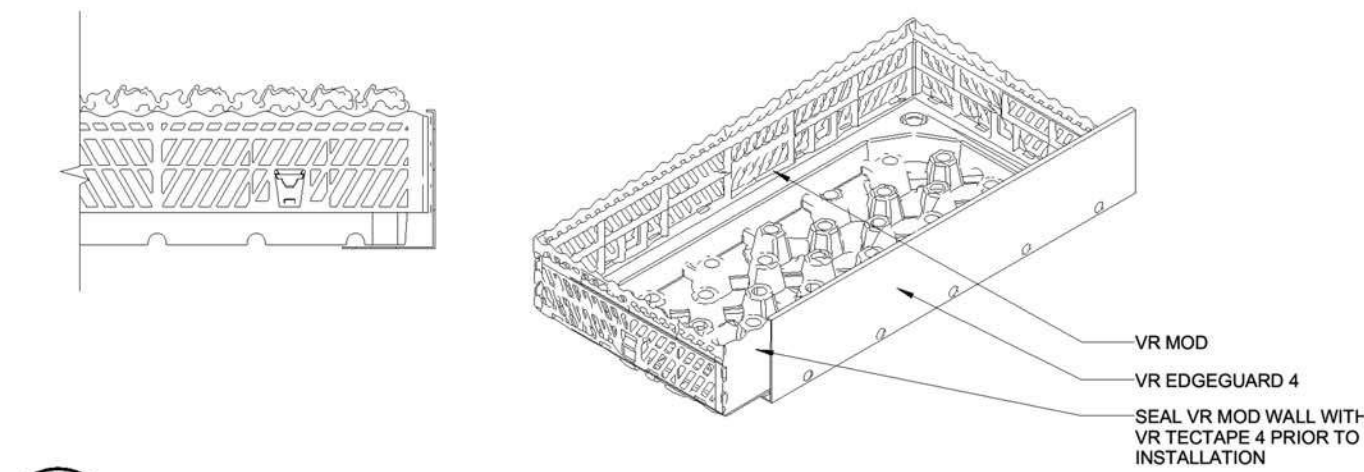
3 A106 Vegetated Roof (VR) Assembly with integrated Irrigation System 1 1/2" = 1'-0"



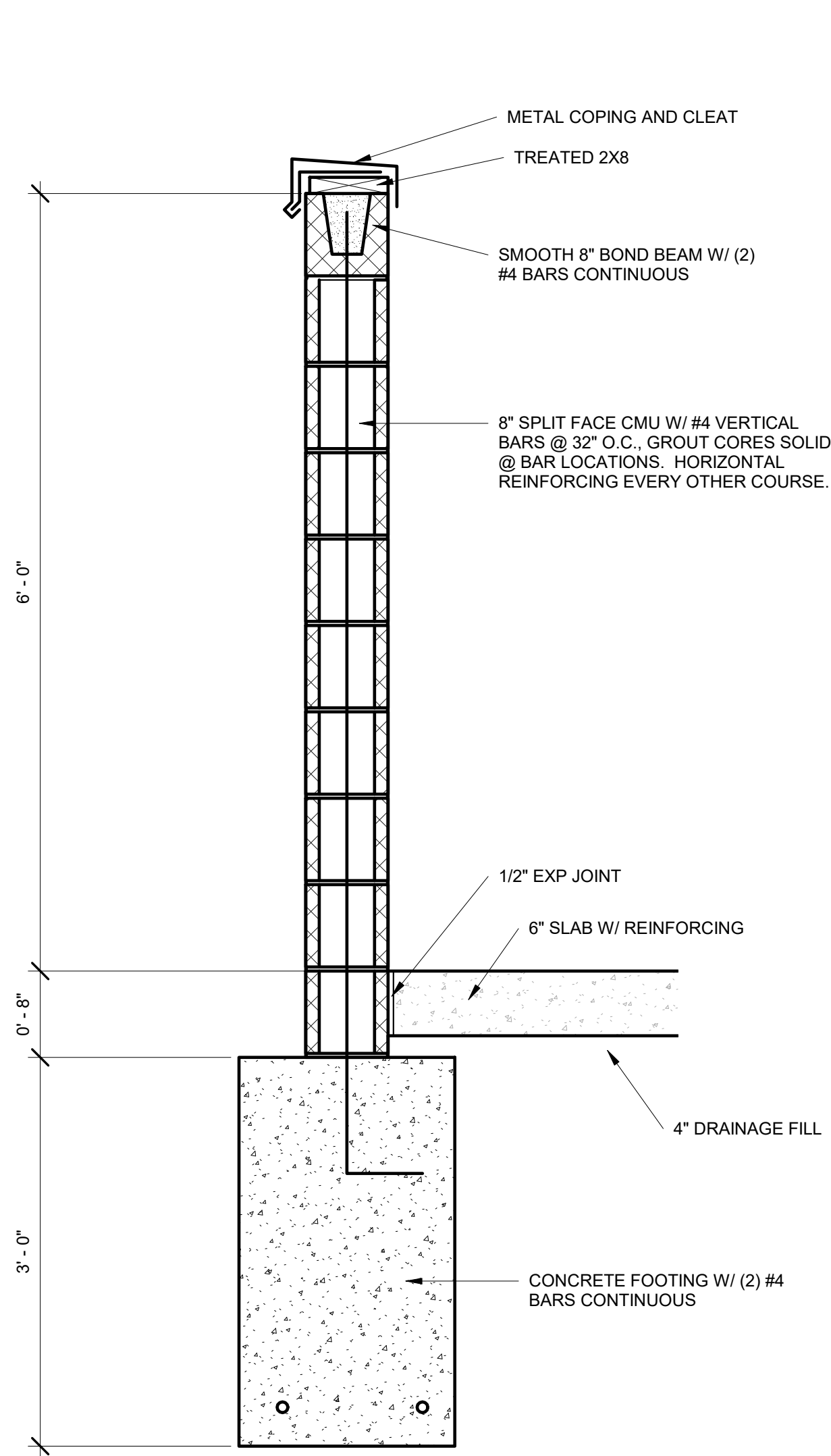
4 A106 Inspection Chamber for Roof Drains in Vegetated Roof Assembly 1 1/2" = 1'-0"



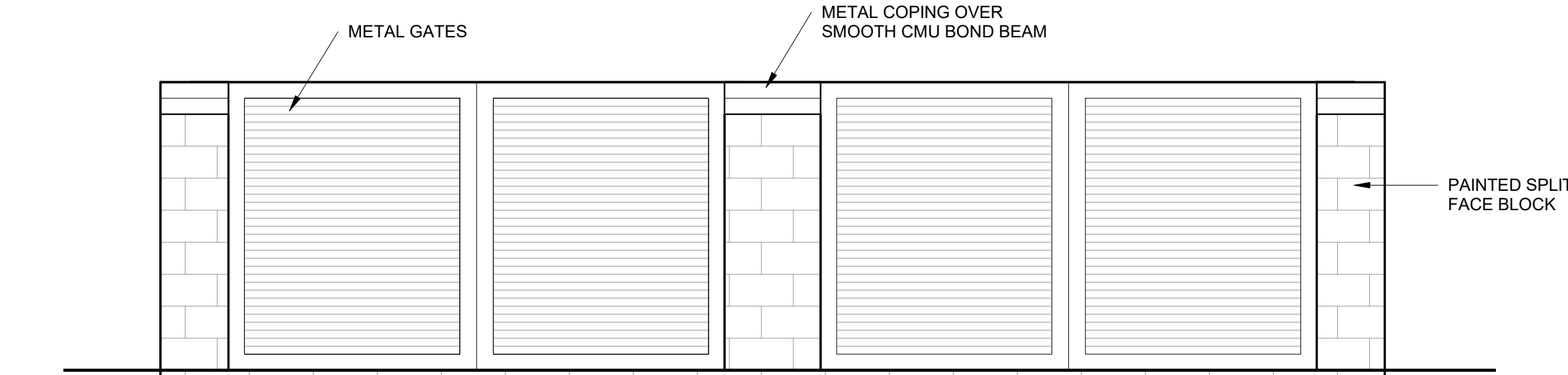
5 A106 Vegetated Roof (VR) Module Layout 1 1/2" = 1'-0"



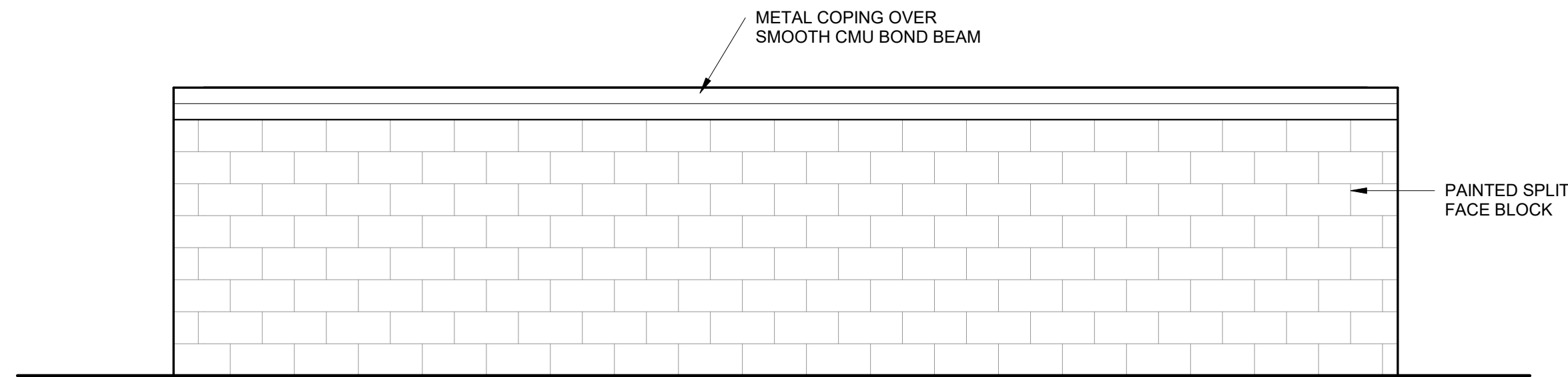
6 A106 Vegetated Roof (VR) Module Details 1" = 20'-0"



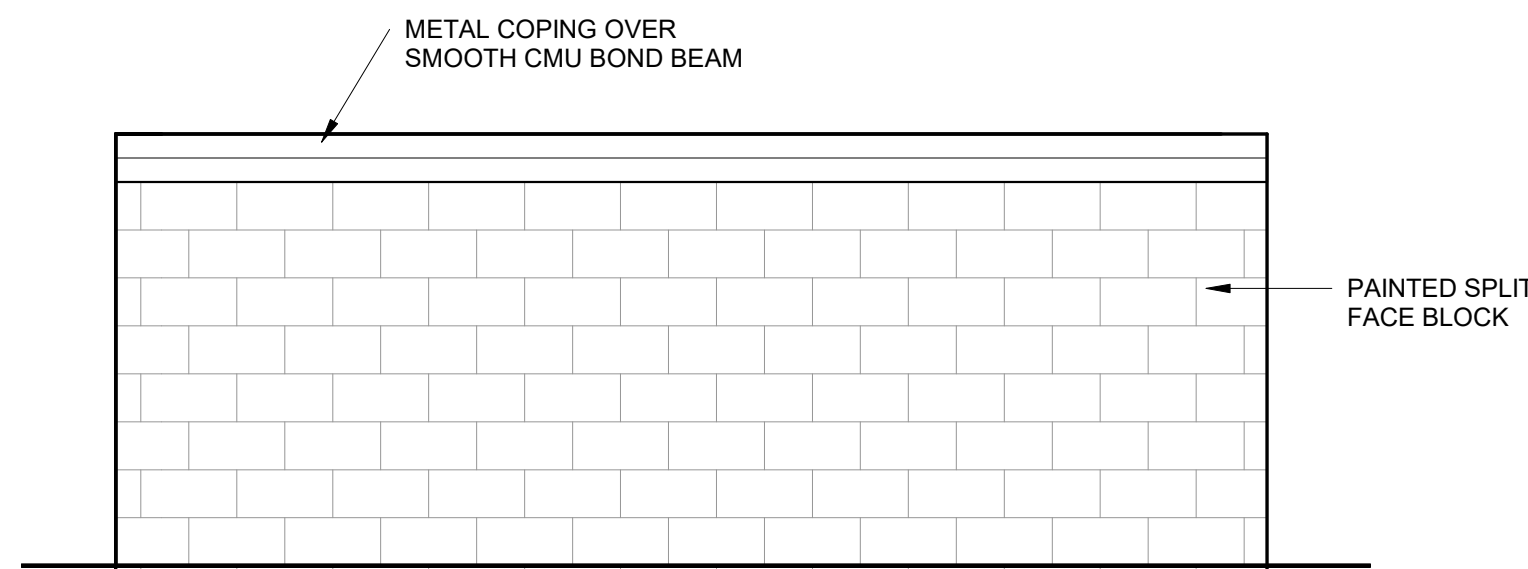
3 Dumpster Enclosure Section
A1-13 1" = 1'-0"



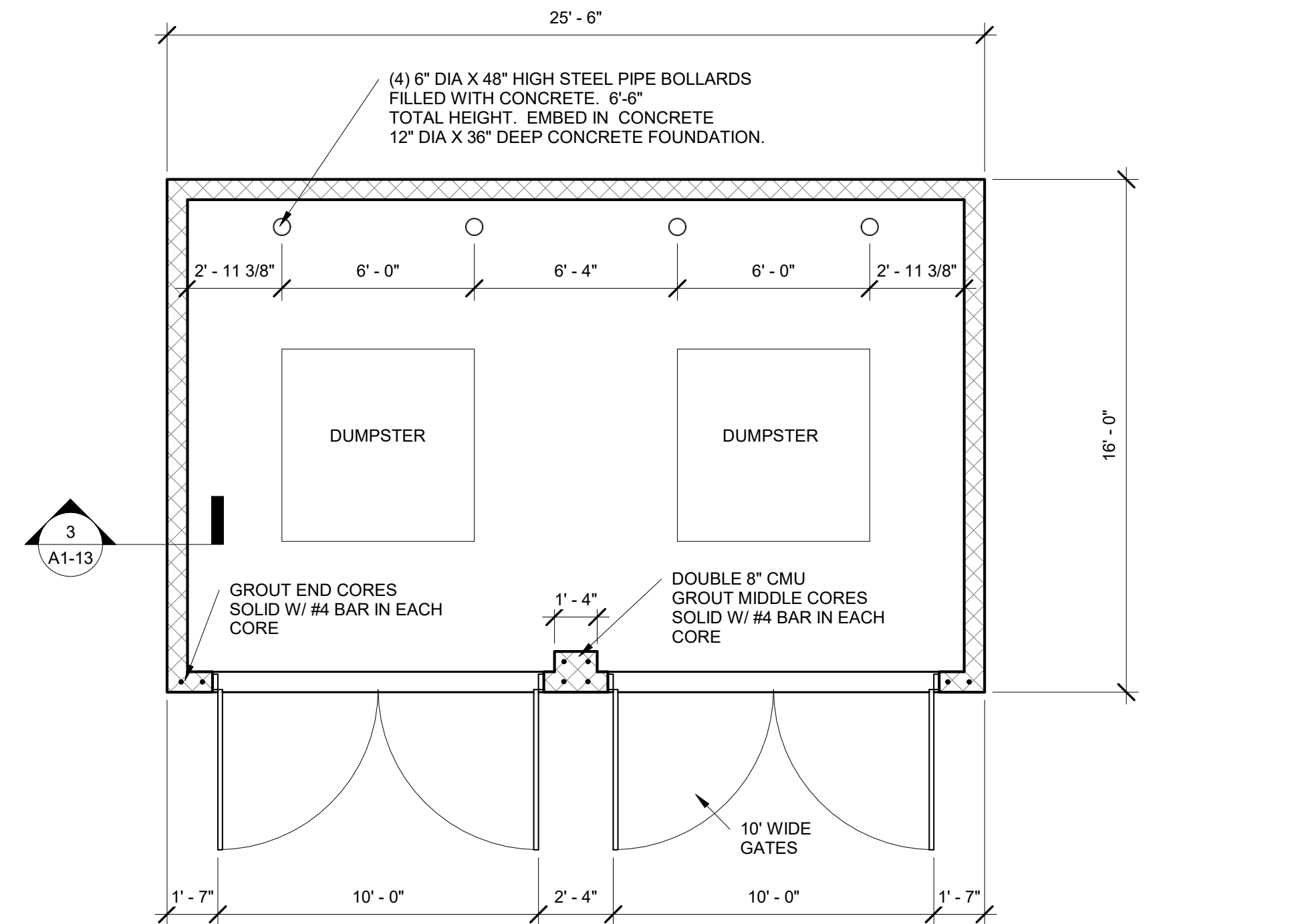
4 Dumpster Enclosure Front Elevation
A1-13 3/8" = 1'-0"



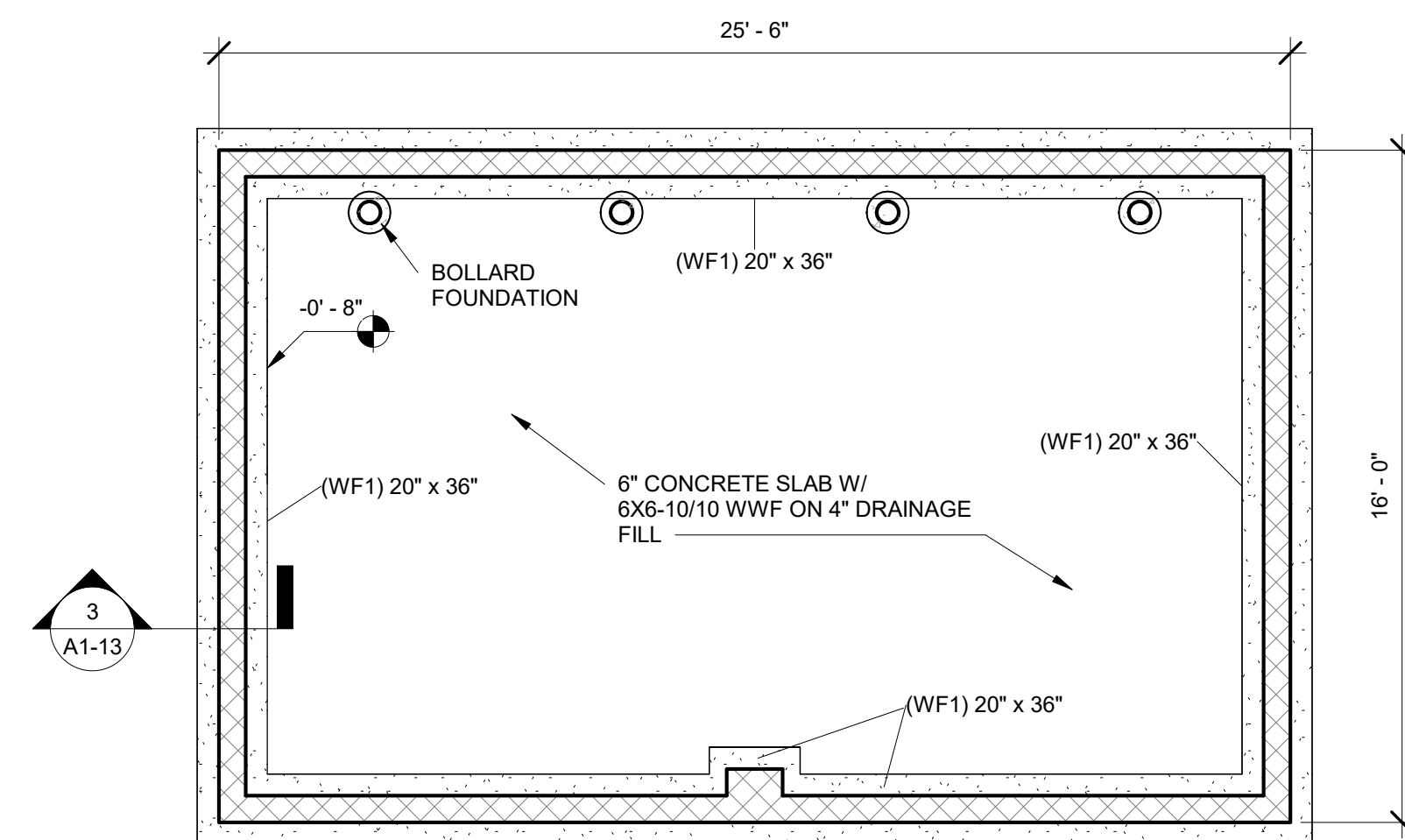
5 Dumpster Enclosure Rear Elevation
A1-13 3/8" = 1'-0"



6 Dumpster Enclosure Side Elevation
A1-13 3/8" = 1'-0"



1 Dumpster Enclosure Plan
A1-13 1/4" = 1'-0"



2 Dumpster Enclosure Foundation Plan
A1-13 1/4" = 1'-0"



Lexus of Creve Coeur



Submittal Documentation:

- Product Data
- Shop Drawings
- Installer Certification
- Maintenance Data
- Green Roof Warranty



Product Data

Planted-In-Place Tray System

(Patented: 7,603,808)

Description:

The Planted-In-Place green roof system encompasses all the benefits of a standard vegetated roof while offering a system that is:

- Simple to install
- Offers integral drip irrigation
- Minimizes material and maintenance costs
- Shortens lead time
- Maximizes design possibilities
- Interlocking design for superior *ANSI/SPRI RP-14 Wind Design Standard* classification

Utilizing a tray system as its base, the Planted-In-Place system is easy and efficient to install. Empty trays are first laid out and pinned together, then they are filled with growing medium and planted. This installation process is designed to be cleaner, less wasteful, and may require less labor than other construction methods. Comprised of a heavy duty recycled polypropylene, the tray is designed to be placed directly on top of almost any roofing membrane system and eliminates the need for additional drainage, filtration or root barriers.

The Planted-In-Place Tray System is offered with integrated drip irrigation, eliminating the need for hand watering and ensuring the lasting health of the green roof. Additionally, the Planted-In-Place system offers variable growing medium depth (from 5.25" – 8") and more planting options than traditional pre-grown tray solutions. This allows for greater design flexibility and a unique look for each installation.

The channelized tray bottom is designed to maximize stormwater retention. It can reduce the amount and the rate of stormwater run-off and is capable of retaining up to 70% of annual precipitation. Detailed stormwater retention calculations and hydrographs are available upon request.

The drip irrigation system consists of a supply header and components inside the perimeter of the tray layout including; drip tape, tape ell's, drip tee's, compression barb fittings, threaded male point of connection for the header and a capped fitting for the opposing end of the header. Please see the Drip Irrigation technical information sheet for more detailed information.

Planting Options:

- Planting design is fully customizable. Options include sedum cuttings, sedum plugs or fully vegetated sedum tiles or mats for full coverage. Small accent ornamentals up to 4"-pots can also be included. Please contact Columbia Green Technologies for more information.

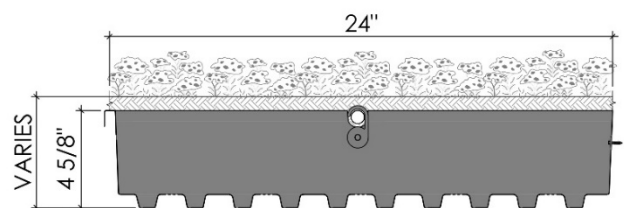
LEED Information:

- Post-Consumer Recycled Content: 88%
- Manufacturing Location: Washougal, WA 98671

FM Fire Rating:



FM is a third party, objective testing program to certify that building products and services meet rigorous loss prevention standards. These standards are particularly important within the roofing industry. We are pleased to offer FM approval for our tray systems under Approval Standard 4477.



Declare Label for Materials Transparency:



The Declare Label is a voluntary disclosure of building material ingredients which offers Living Building Challenge and other project teams concerned about building product ingredients a guide for product specification. Our tray system is 'Red List Free' which means it doesn't contain "worst in class" materials, chemicals, and elements known to pose serious risks to human health and the greater ecosystem. www.declareproducts.com

Wind Uplift:

- ANSI/SPRI RP-14 Wind Design Standard for Vegetative Roof Systems is the only wind uplift standard for the U.S.A.
- Due to the interlocking design, The Planted-In-Place Tray is considered a #2 Ballast system (Increased wind uplift resistance).

System Weights:

Includes 2 lbs./s.f. (plugs or cuttings) for plant material weight; add 2.5 lbs./ft² for sedum mats and tiles

System Depth	Dry Weight	Saturated Weight	
5.25" Media Depth	17 - 22 lbs./ft ²	29 - 34 lbs./ft ²	← 33 LBS/SF
6" Media Depth	19 - 25 lbs./ft ²	33 - 39 lbs./ft ²	
7" Media Depth	22 - 29 lbs./ft ²	38 - 46 lbs./ft ²	
8" Media Depth	25 - 33 lbs./ft ²	44 - 52 lbs./ft ²	

* System weights vary by region. Contact your local representative for information on weights for your specific project

Packaging/Component Size:

Empty Tray:	
Thickness:	100 MIL.
Dimension:	24"W. x 24"L. X 4.625"
Coverage:	4 ft ²
Weight:	3.65 lbs. per tray
Packaging:	Stacked – 400 trays/pallet

Installation:

1. Prior to installation, it is the Project Representative's responsibility to consult with a registered structural engineer to determine whether the structure is adequately reinforced to withstand the weight of a fully saturated vegetative tray.
2. Perform tray installation only after a representative from the roofing membrane manufacturer has inspected the membrane and found it to be in accordance with the membrane manufacture's specifications.
3. Place the vegetative trays directly on the roofing membrane or protective layer as determined by the membrane manufacture.
4. Using the interlocking sides, overlap the vegetative trays.
5. Secure the trays to each other using the removable pin fastener. Place hooks with pins when irrigation is specified.
6. Place optional irrigation system. (See Drip Irrigation for Tray System Technical Information Sheet for more information)
7. Add growing media to a depth in accordance with the design plans and specifications.
8. Add vegetative cover. * Fully saturate growing media when installing sedum tiles or mats.*
9. After all trays have been installed, irrigate plant material to ensure growth.

Storage:

- Store tray components in a dry area.
- Store away from sources of ignition and extremely high temperatures.

Precautions:

- Confirm with a certified Structural Engineer that the structure can support the vegetative roof saturated weight.
- To facilitate drainage a minimum roof slope of 1/8" in 12" min. must be provided.
- System components should not be installed when the weather is below 45 °F (7.2 °C) or above 95 °F (35 °C).
- Use caution when lifting trays and do not drag modules into position.
- Check roof drains regularly to ensure there are no obstructions to impede water flow.
- Wash exposed skin prior to eating, drinking or smoking and at the end of each shift.

Extensive Growing Media

Product NUMBER: GM3000-EXT

Description:

The following technical information sheet covers the production and materials for use in lightweight growing media blends on extensive vegetative roof assemblies.

Our extensive vegetative roof growing media is regionally blended and formulated to meet the rigorous standards of the FLL Guidelines for particle size gradation, fines content, dry and saturated bulk density, total porosity, air filled porosity, water retention, hydraulic conductivity, pH balance, soluble salt content and organic matter content.

The growing media is created using only high quality and local sourced product to the greatest extent possible. Per FLL Guidelines this growing media is derived from industry proven materials consisting inorganic and organic materials.



Physical Characteristics:

1. Expanded Media Component:
 - a. Description: Inorganic expanded Media that is consistent with Pumice, Perlite, Volcanic Cinder Rock, or lightweight expanded clay aggregate.
2. Compost Component:
 - a. Description: Nutrient grade compost that is manufactured from recycled material and is mixed with the other three components by a composter that is enrolled in the United States Compost Council's (USCC) Seal of Testing Assurance (STA) Program.
 - b. Only compost products that meet all applicable state and federal regulations, Section 07 33 63 www.federalgreenspec.wbdg.org pertaining to its production and distribution are used in this application.
 - c. All approved compost products meet all applicable state and federal regulations for chemical contaminants (e.g. heavy metals, pesticides, etc.) and pathogen limits pertaining to the source materials in which it was derived.
3. Organic Component:
 - a. Description: Fiber or organic material that is a clean cellulose product that adds friability to media, filtration, and agronomic horticultural attributes.

Storage:

- Store in a dry area free of potential contaminants which may adversely affect the engineered blend including potential weed seeds.
- Store away from sources of ignition and extremely high temperatures, when media is shipped in bags or totes.

Precautions:

- When media is placed in bags or totes, avoid prolonged exposure to sunlight, heat, sparks and open flames.
- When media is delivered in bulk, cover media piles as needed to reduce effects of potential weather conditions including heavy rains and winds.
- Wash exposed skin prior to eating, drinking or smoking and at the end of each shift.

LEED Information:

Manufacturing Location and Post-Consumer Recycled Content:

- Varies; contact Columbia Green for project-specific information.

Physical Properties*:

Particle Size Distribution			
Proportion of silting components < 0.063 mm		Mass %	≤ 15
Proportion of particles < 0.25 mm	60 mesh	Mass %	5 - 30
Proportion of particles < 1.00 mm	18 mesh	Mass %	10 - 50
Proportion of particles < 2.00 mm	10 mesh	Mass %	30 - 70
Proportion of particles < 3.20 mm	1/8 inch	Mass %	40 - 80
Proportion of particles < 6.30 mm	1/4 inch	Mass %	65 - 95
Proportion of particles < 9.50 mm	3/8 inch	Mass %	100
Density Measurements			
Bulk Density (dry weight basis)		lb/ft ³	44 - 53
Bulk Density (at max. water-holding capacity)		lb/ft ³	72 – 85
Water/Air Measurements			
Total Pore Volume		Vol. %	≥ 50
Maximum water-holding capacity		Vol. %	35 – 65
Air-filled porosity at max water-holding capacity		Vol. %	≥ 10
Water permeability (saturated hydraulic conductivity)		in/min	0.024 – 2.83
pH and Salt Content			
pH (in CaCl ₂)			6.0 - 8.0
Soluble salts (water, 1:10, m:v)		g (KCl)/L	< 3.5
Organic Measurements			
Organic matter content		g/L	25 - 65
Nutrients			
Phosphorus, P2O5 (CAL)		mg/L	≤ 200
Potassium, K2O (CAL)		mg/L	≤700
Magnesium, Mg (CaCl2)		mg/L	≤ 200
Nitrate + Ammonium (CaCl2)		mg/L	< 80

* Volume measures are guaranteed at the time of production and packing. Settling of materials may occur during transportation and handling. Minor deviations from test data may occur due to the natural variability of the bulk materials used to produce the media blend

Packaging/Component Size:

Type	Volume	Approx. Delivery Weight
1.5 cf. Bags	1.5 cf bags. (palletized in 1 cy increments)	1,250 lbs.
1.5 cy Tote	1.5 cy	1,850 lbs.
2.0 cy Tote	2.0 cy	2,500 lbs.
Bulk	40-60 cy. / truck (weight dependent)	48,000 lbs. (more with tandem)

* Recommended 10%-15% additional growing media (by volume) be ordered to account for long term settling of product.

Integrated Drip Irrigation for Planted-In-Place Tray System

Product NUMBER: IR6000

Description:

Easy to install, this durable integrated drip irrigation system for Columbia Green's trays secures the driplines in place, so they don't float to the surface or shift over time. The system provides low maintenance, successful plant establishment and adds supplemental irrigation during warm weather, protecting your green roof from temporary regional droughts and hot spells throughout the life of the green roof. Optional but recommended, this high efficiency, cost effective drip irrigation system locks into the tray preventing the driplines from shifting or floating to the surface.

Fabricated of a heavy duty polypropylene, the distribution header is easily placed within the Irrigation Tray Edger for concealment, UV protection giving the system a finished look. The header connects to the drip tape through simple barb/compression fittings, reducing the need for any special tools and pipe cements.

Once connected to the header, the high strength, pressure compensating drip tape is hooked into the the designed depression in the Columbia Green Tray edge, ensuring proper line spacing that won't shift over time. The drip tape is set at a ¼" minimum depth into the growing media, so drip tubing will never be visible on the finished roof.

The Columbia Green Integrated Drip Irrigation system includes: The poly-header, drip tape and associated tray hooks and fittings. Our Irrigation Concealment Edger is also available to cleanly hide the header pipe. Please contact our team for flow requirements or system zoning information if needed. The system point-of-connection, controller, supply line to the header, backflow prevention, control valves and associated accessories are by others.

Installation:

1. Prior to installation it is the Project Representative's responsibility to provide/verify the following:
 - a. Adequate potable water point of connection(s), which meet system flow and pressure requirements (see below).
 - b. All supply plumbing is installed per all applicable local and state building and plumbing codes.
2. Perform irrigation component installation only after tray have been properly installed, plumbing supply lines, remote control valves, and automated controllers/timers have been installed (parts by others) per manufacturer's recommendations.
3. Place poly-header along one side of the tray perimeter.
4. Punch poly-header and place barb/compression fittings 24" on center aligned with depressions at center of each tray.
5. Attach male threaded point of connection and capped end fittings at either end of poly-header and connect water supply source from remote control valve(s) to male threaded point of connection. Ensure pressure at valves is regulated to 15 psi maximum.
6. Connect drip tape to barb/compression fittings and lay out lines through tray depression. Extend drip tape the length of the green roof trays. **Place drip tape "blue stripe" up.** Cut drip tape, square, with shears where needed.
7. Secure drip tape at every tray with provided hooks at tray pinning locations.
8. Connect drip tape with tee and ell compression fittings around penetrations and vegetative perimeter to provide fully inter-connected system.
9. Place Irrigation Concealment Edger; secure poly-header in channel. Affix edger to tray with pin fastener.
10. Turn on valve(s) and run system to look for leaks and ensure connections are secure and system is fully functional.
11. Place growing media: slightly bury drip tape when placing media, typical ¼" depth minimum. Maintain a flat horizontal plane in the drip tape when placing media. Avoid depressions and "dips" between trays.



Storage:

- Store components in a covered area, protect from extended exposure to sunlight and rain.
- Store away from sources of ignition and extremely high temperatures.

Precautions:

- Confirm that irrigation and associated supply plumbing meets all applicable local and state building and plumbing codes.
- Provide clean square cuts on all headers and drip tape to ensure proper seating of compression fittings.
- Use caution when lifting and carrying rolls of drip tape.
- Check system functionally prior to placement of growing media.

LEED Information:

- Manufacturing Location: El Cajon, CA 92020
- Post-Consumer Recycled Content: 0%

System Information

Zoning	Quantity
Application area per control valve (<i>valve by others</i>)	3,600 s.f. maximum
Operational Volume	9 - 30 GPM
Operation Pressure*	4 – 15 PSI
Filter Requirements (<i>at valve, supplied by others</i>)	140 mesh
Drip Tape Information	
Emitter Spacing	4 inches
Dripline Spacing	24 inches
Individual Emitter Flow Rate (<i>8 psi.</i>)	0.27 GPH
Individual Emitter Flow Rate (<i>10 psi.</i>)	0.30 GPH
Flow Rate /100 lf. (<i>8 psi.</i>)	1.34 GPM
Flow Rate /100 lf. (<i>10 psi.</i>)	1.50 GPM

* Use Pressure reducing valves if needed to maintain 15 psi. Maximum at dripline.

Packaging/Component Size:

Header	
Thickness:	7 mil.
Dimension:	¾" dia. x 500' L. max.
Packaging:	Banded rolls
Drip Tape	
Thickness:	15 mil.
Dimension:	5/8" dia. x 4000' L max.
Packaging:	Roll
Weight:	63 lbs./roll



Pregrown Sedum Mat

Product NUMBER: PL4600

Description:

Pregrown sedum mats are a pre-vegetated option for instant coverage on green roofs. They are field-grown on a thin substrate, and are compatible with both the Planted-In-Place and Layered Green Roof systems. The mats can be trimmed to fit any shape, including curves and various angles.

Benefits:

- Quick and easy installation
- Immediate vegetative cover
- Minimal maintenance requirements once established
- The coconut fiber base assures effective rooting of the plants to the underlying growth media.

Technical Data:

- Vegetation- Minimum 85% coverage
- Coconut Fiber/ Soil base- Approximately 1/2 - 3/4" thick
- Measurements- 48" w x 75" l
- Max Weight- 4.5 - 5lbs/sf fully saturated

Installation:

Install sedum mats directly over a minimum 2" freshly wetted and leveled growing media. Maintain good overall contact with the media avoiding gaps between and beneath the mats. Water thoroughly after installation. Overhead irrigation is recommended twice weekly until the roots become well established, which usually takes 3-4 weeks. Plantings installed during very cool fall weather may only need the initial irrigation.

Storage:

- If temperatures exceed 75°F [20°C], it is best to unroll and install sedum mats within 2 hours of arrival.
- If necessary, rolled sedum mats may be stored in a cool location for a maximum of 24 hours. Do not leave plants in hot storage areas.

Precautions:

- Do not leave plants in hot closed storage areas.

LEED Compliance:

500 mile or less Component Source Location- We partner with growers throughout North America. Contact Columbia Green Technologies for project-specific source location.

Standard Mix

This mix provides flowers throughout the growing season. Winter interest and seasonal foliage color changes are also found in this mix. This is a good, general-purpose mix that provides year-round beauty. Each sedum mat includes 12-16 sedum varieties.

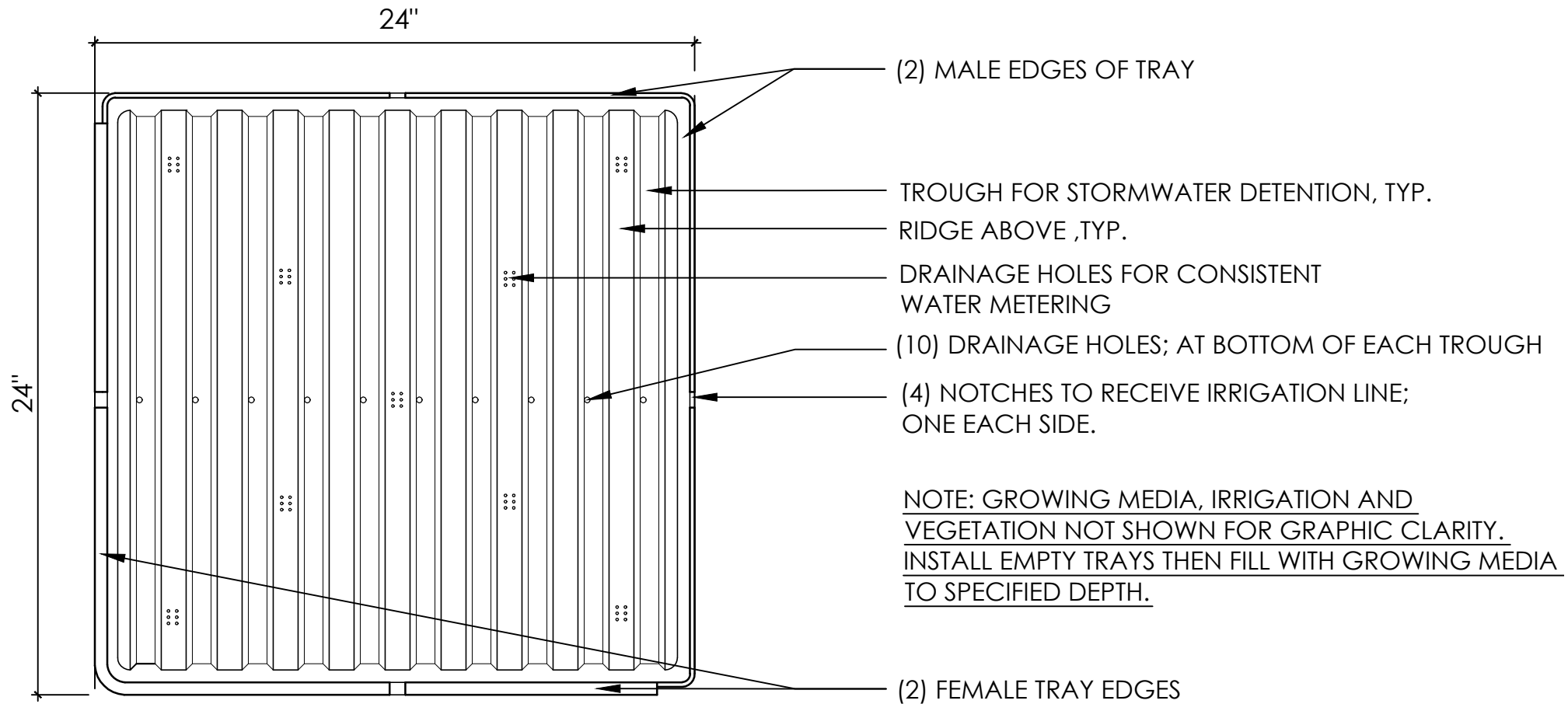


Sedum varieties used in the Standard Sedum Mat Mix:

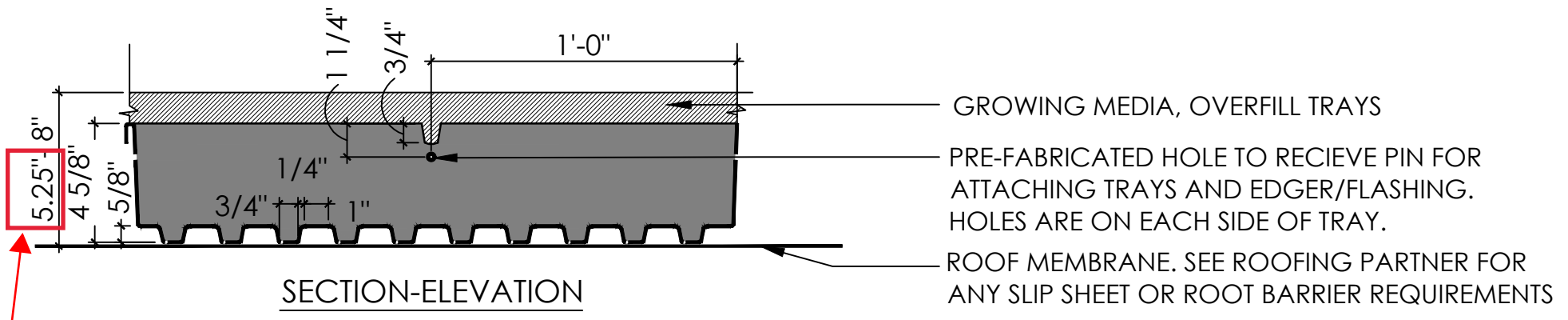
- Phedimus (aka Sedum) spurium 'Fuldaglut' (aka Blaze of Fulda, Fireglow)
- Phedimus (aka Sedum) spurium 'John Creech'
- Phedimus (aka Sedum) spurium 'Red Carpet'
- Phedimus (aka Sedum) kamtschaticum
- Phedimus (aka Sedum) kamtsch. 'Variegatum'
- Phedimus (aka Sedum) takesimensis 'Golden Carpet'
- Sedum acre 'Aureum'
- Sedum acre 'Gold Moss'
- Sedum album 'Coral Carpet'
- Sedum album 'Murale'
- Sedum Stefcu
- Sedum floriferum 'Weihenstephaner Gold'
- Sedum reflexum 'Blue Spruce'
- Sedum rupestre 'Angelina'
- Sedum sexangulare
- Sedum x Immergrunchen

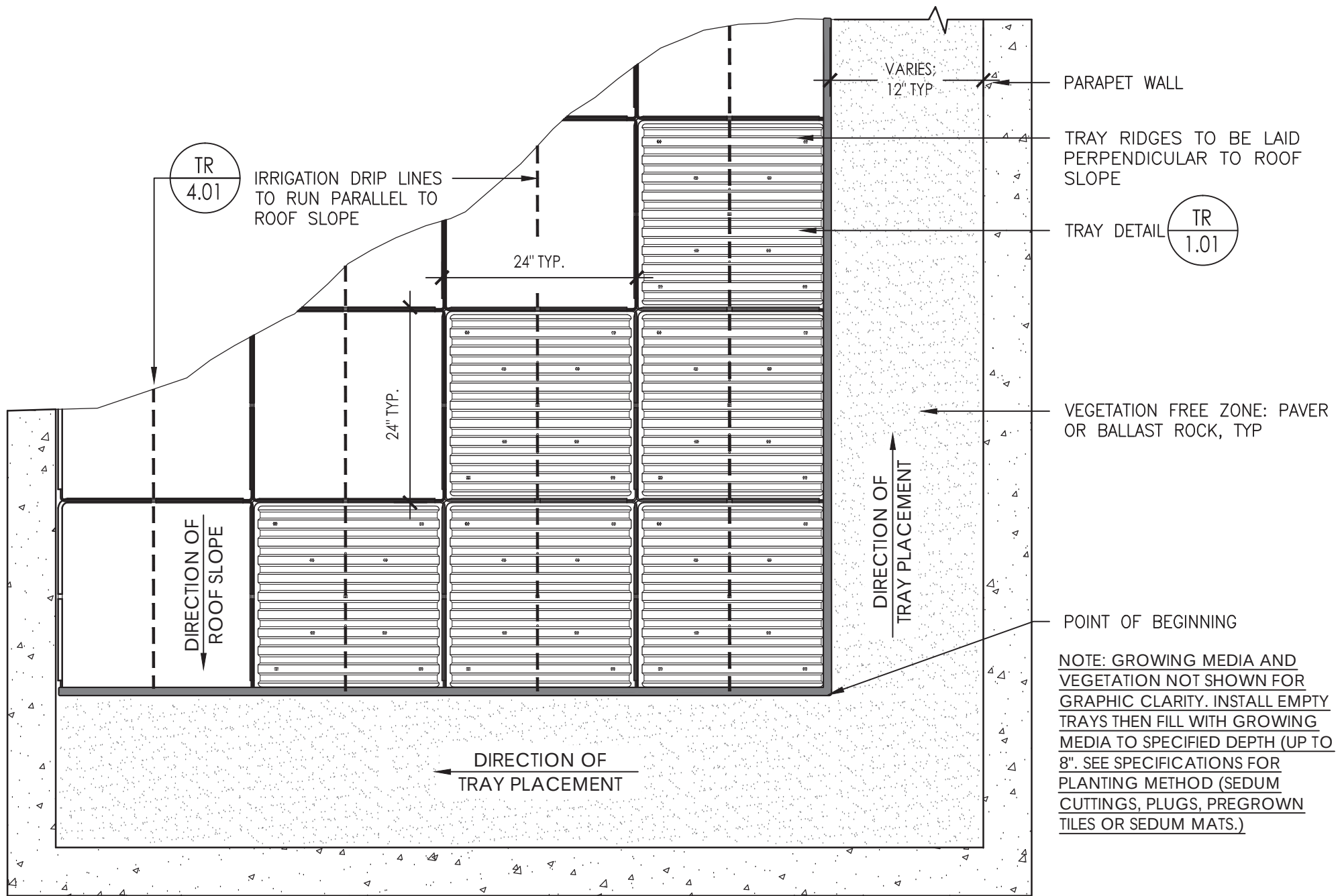


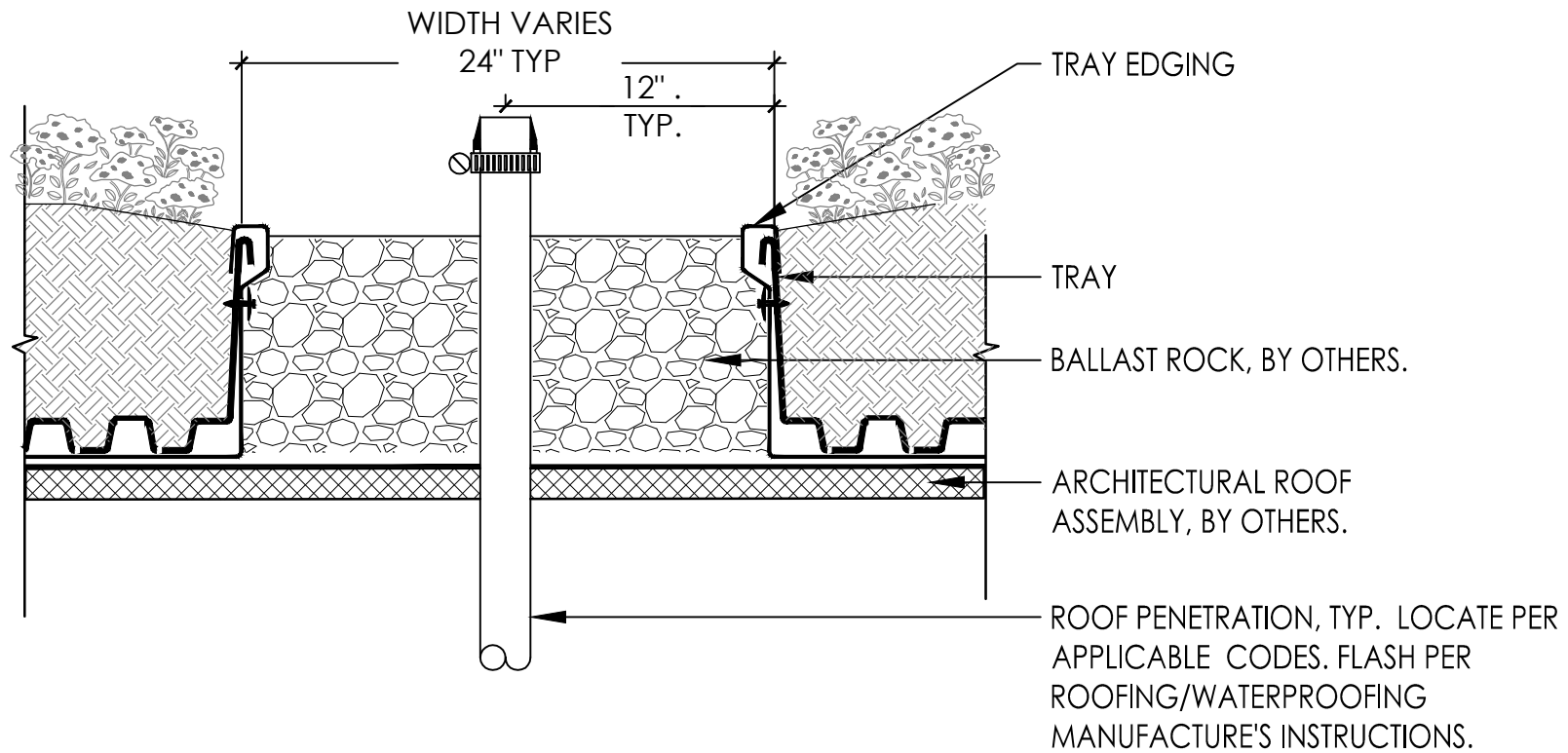
Shop Drawings

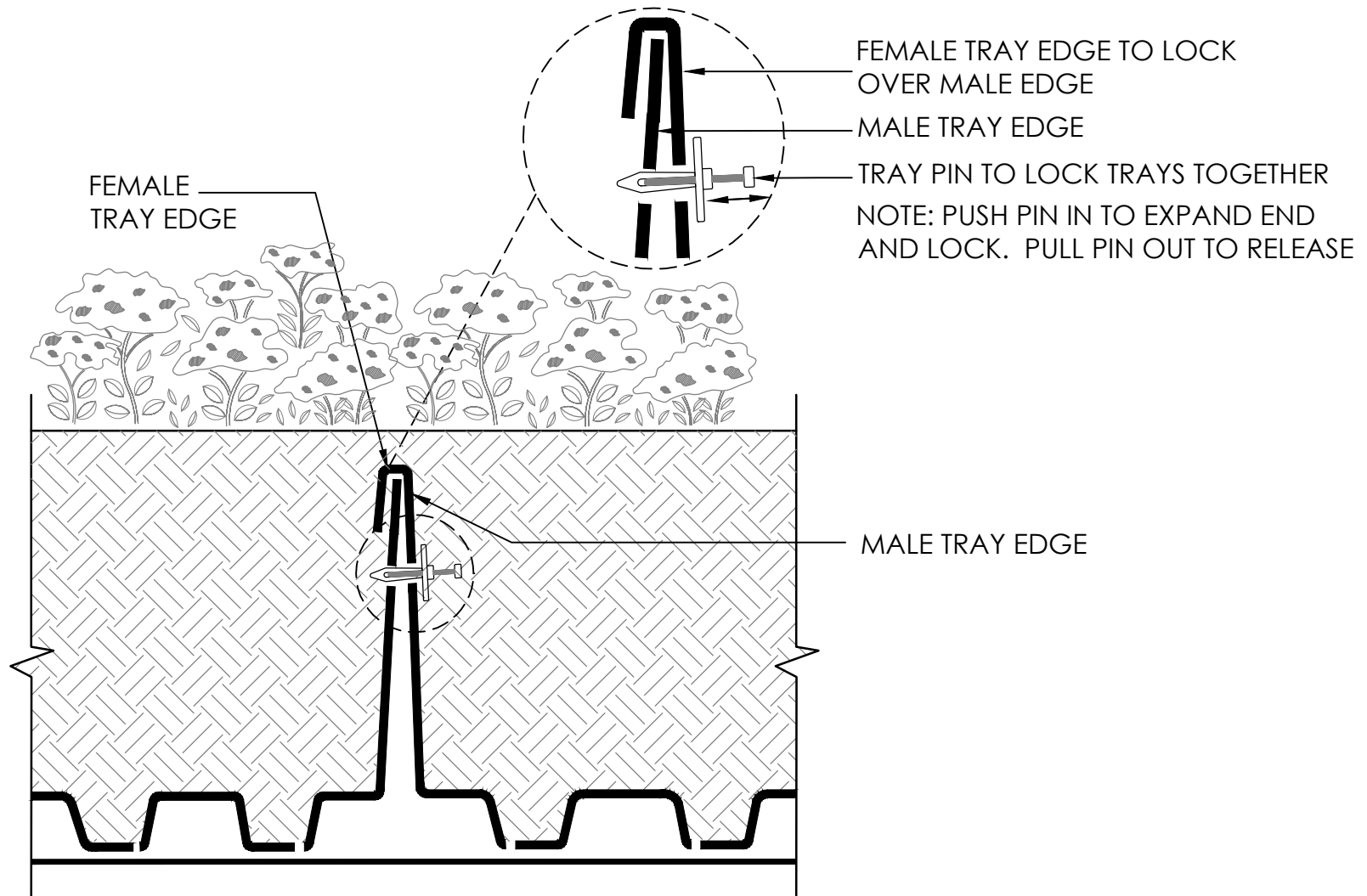


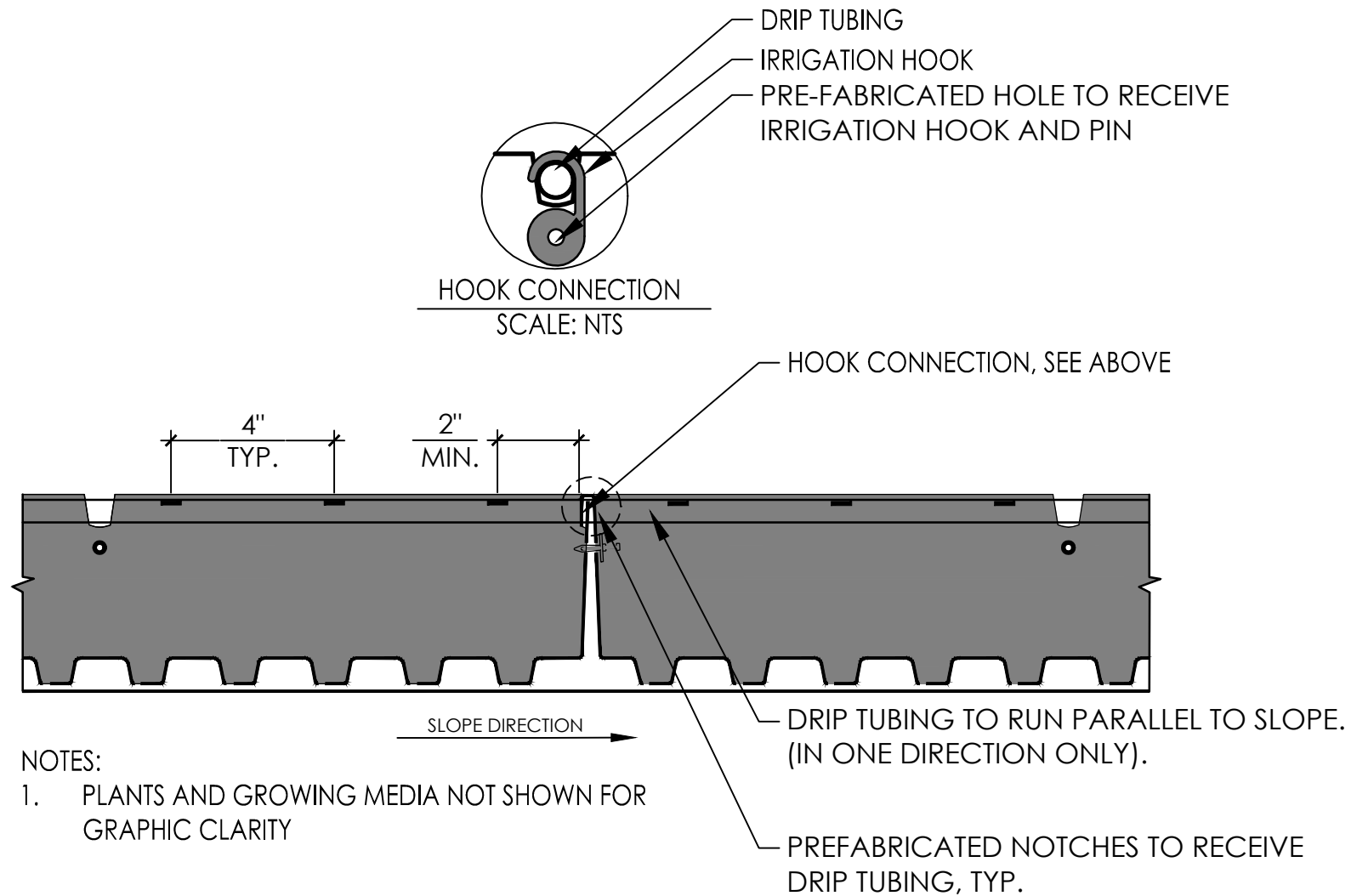
PLAN VIEW

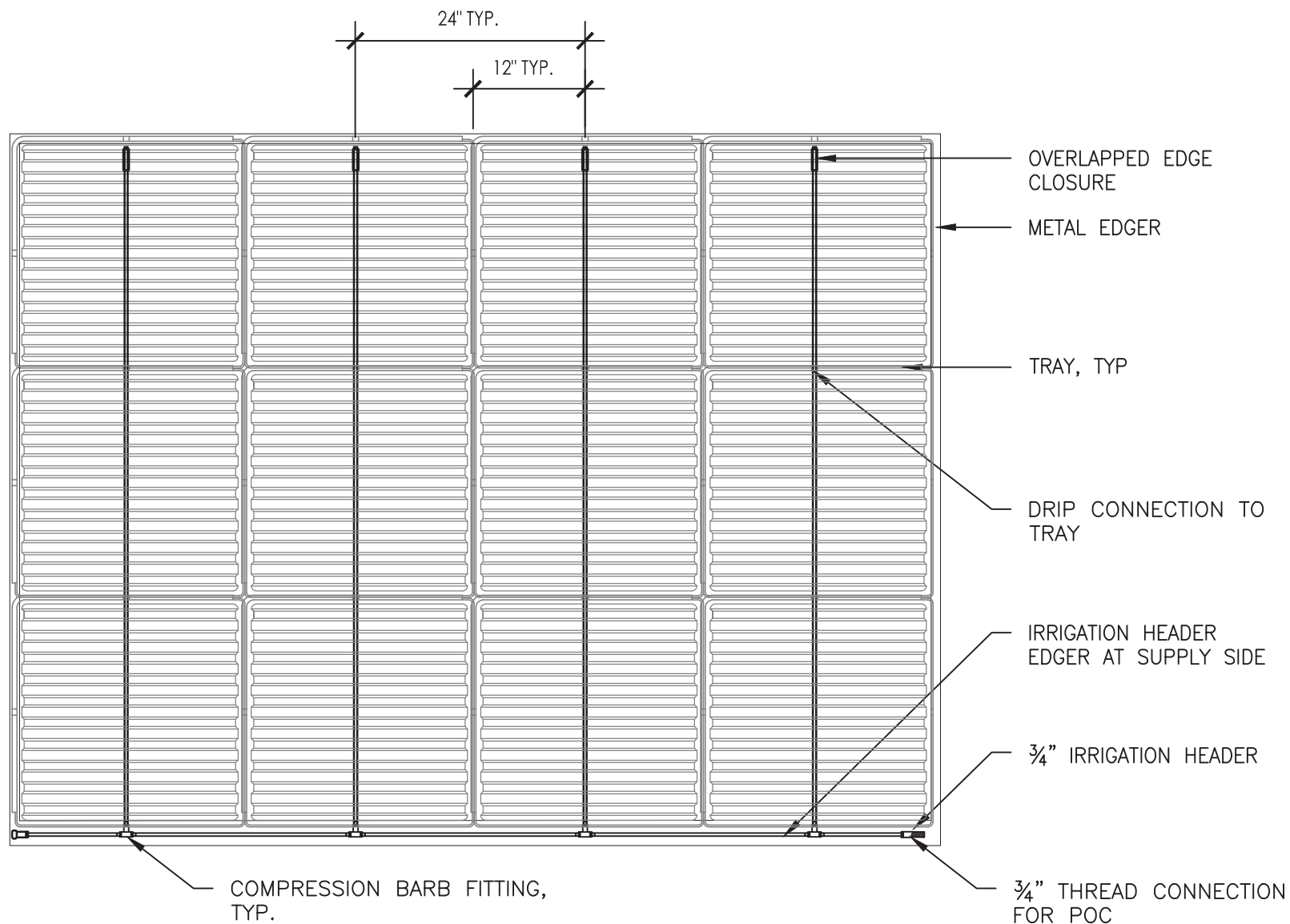


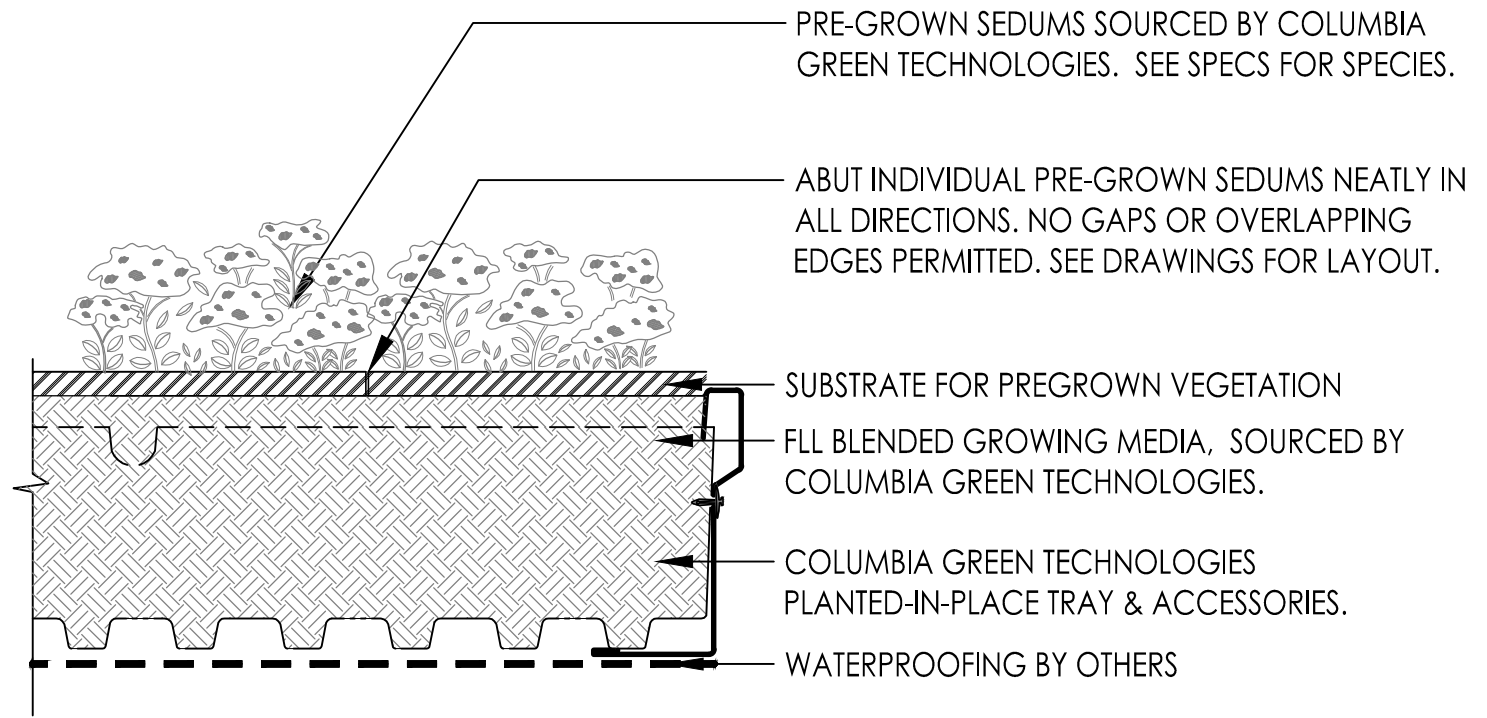














Installer Certification



CERTIFIED INSTALLER *of* **GREEN ROOFING**

JLK Contracting, Inc

This installer has received advanced training in the best practices of Green Roofing and is hereby recognized as a Certified Installer of the comprehensive green roof solutions provided by Columbia Green Technologies.

Robert Littleton

Robert Littleton, Program Manager



Maintenance Data

Green Roof Maintenance

Welcome

Thank you for purchasing a green roof from Columbia Green Technologies. We have compiled the enclosed recommendations for successful establishment of your roof and ongoing maintenance activities thereafter. Health, vigor and beauty of the roof can be increased by careful attention to these guidelines. Please note that this is general information and that every roof will require customized care. If you require technical assistance please contact us at info@columbia-green.com or (503) 327.8723.



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Introduction

The green roof offers many benefits to this building and the larger environment. Green Roofs have been shown to:

- Reduce heating and cooling costs
- Extend the life of the roof membrane by 2x-3x
- Provide on-site stormwater management
- Increase rents/decrease turnover in commercial buildings
- Provide Habitat and Reduce Urban Heat Island effects

The green roof will no-doubt generate lots of interest, so it is important to create a site-specific maintenance plan to keep it looking and functioning properly. WHILE EXTENSIVE* GREEN ROOFS ARE GENERALLY CONSIDERED 'LOW MAINTENANCE' LANDSCAPES, THEY DO REQUIRE SPECIALIZED CARE AT REGULAR INTERVALS, ESPECIALLY DURING THE PERIOD OF ESTABLISHMENT. IN CONTRAST, GARDEN-LIKE INTENSIVE* GREEN ROOFS WILL REQUIRE A LEVEL OF MAINTENANCE COMPARABLE TO AT-GRADE LANDSCAPES. This document is intended to be a resource for the creation of a maintenance plan and for documenting the activities. Because a green roof is a living system, the maintenance plan may require a certain amount of modification over time as the roof matures and you come to know its idiosyncrasies.

**If you aren't familiar with these terms, check out the glossary at the back.*

Documentation

Consistent, high-quality documentation of maintenance activities is vital to a successful green roof. DIGITAL PHOTOGRAPHS SHOULD BE TAKEN EACH VISIT. Taken together, these records provide the building owner, maintenance contractor and manufacturer with a valuable record should problems ever arise. Being able to demonstrate that maintenance was performed in accordance with warranty specifications is vital to ensuring that repairs or replacements are covered as intended. **SAMPLE FORMS CAN BE FOUND IN THE APPENDIX**

MINIMUM RECOMMENDED MILESTONES TO DOCUMENT

Final Project Completion

Establishment Period

Monthly Maintenance Reports

Annual Inspections

About this System.

Use this space to record basic roof info for future reference.

Manufacturer:	Columbia Green Technologies
Warranty Period:	_____
Green Roof Installer:	_____
General Contractor:	_____
Date of Installation:	_____
Initial Maintenance Period thru:	_____
Long Term Maintenance Provider:	_____
System Type (Tray or Layered System):	_____
Depth of Growing Media:	_____
Irrigation System, if provided:	_____

Maintenance Providers

The green roof installer frequently covers maintenance of the roof for a period of time specified by the contract documents. After this period (ranging from anywhere from 30 days to 6-months or even 1-year) ends, it is up to the owner to maintain the roof. This may be accomplished by hiring a landscape maintenance contractor that specializes in green roofs, or by in-house groundskeepers. If you choose to hire an outside maintenance contractor you will want to make sure that they are experienced in maintaining green roofs.

How much should I budget?

THE LEVEL OF MAINTENANCE DEPENDS GREATLY ON THE OWNER'S EXPECTATIONS, SO IT IS IMPORTANT THAT ALL PARTIES ARE IN ALIGNMENT FROM THE START. For example, some owners desire a green roof that looks green and highly manicured at all times. Other owners will be more tolerant of a naturalistic roofscape that is allowed to, for example, go dormant certain times of the year. It often depends on the visibility of the green roof.

Significant factors influencing maintenance cost are travel time, overall green roof size, & accessibility to the roof. Complexity in design doesn't play that much of a role unless you have different plant mixes that need to stay bound within a certain delineation which is not separated by a physical barrier such as an edger or a planter wall.

At a minimum, you should plan for (8) ongoing maintenance visits per year. Some people say this translates into approximately \$.50/Square Foot/Year, although this obviously depends on labor rates in your area.

Warranty Provisions

There are several types of green roof warranties. It is important to understand the terms, conditions and exclusions that apply to your warranty, if applicable. Please read through your warranty (a separate document).

Full System Warranty

Covers the manufactured green roof components for a specified period (often 20years). Excludes overburden removal and repair of the roof membrane system. Typical offered as a direct Columbia Green Technologies sale. Extended overburden warranty may be purchased separately.

Single-Source Warranty

Covers the roof membrane system and the green roof components for a specified period (often 20-30years). Typically offered through the roofing manufacturer.

Extended Plant Warranty

A separate extended plant warranty may be purchased to cover the ability of the green roof vegetation to thrive and achieve a certain coverage during a specified period of time (often within 2 years of installation). Documentation of maintenance activities is required- please see the terms and conditions for specifics.

Safety Notes

Maintenance staff should review safety precautions prior to starting any work. Rules differ according to state or local regulations and type of use. It is extremely important that these access and safety standards are adhered to for the life of the roof and future maintenance and performance verification. OSHA 29 CFR 1910 Subpart D (General Industry Standards) and 29 CFR 1926 Subpart M, N, X, V and CC (Construction Standards) are the U.S. Federal standard and can provide guidelines to accessibility and safety requirements. In Canada, labor safety is under provincial jurisdiction.

Green Roof Components

The Green Roof contains the following components:

Growing Media- An engineered, lightweight soil.

Vegetation

Plant species vary from project to project. Consult the original project drawings for the plant list. An intensive garden-like roof is usually planted with 4" pots, 1-gallon, or 2-gallon containers of nursery stock plant material. An extensive sedum-based green roof may be planted using the following methods:

Unrooted Sedum Cuttings
Sedum Plugs
Pregrown Sedum Tiles
Nursery-Grown Trays

The Green Roof may contain one or both of the following systems:

Tray System

2'x2' Polypropylene Trays
Pins
Metal Edging
Drip Irrigation (Optional)

Layered System aka Built-in-Place System

Drainage Layer- (Black) Polypropylene Matrix
Filtration Layer- (Gray) Spun-bond polyester fabric.
Water Retention- (White) Non-woven polyester fibers
Metal Edging

Post-Installation Inspection

Final Inspection and Acceptance

Make arrangements for final inspection of the installed green roof within 14 days following Substantial Completion with owner, architect, contractor, installer, and others as requested to be present.

- Verify conformance to Manufacturer's instructions and warranty provisions and identify any and all issues that may impact the establishment of a healthy vegetative roof system.
- The owner will assume maintenance and care of vegetated roof try system following acceptance, except as modified by a maintenance service agreement.
- All pertinent and valid information regarding this inspection shall be documented and submitted to the warranty provider.

Establishment Period

The establishment period is the first full summer growing season following planting. Careful watering and attention to your new green roof system especially during the first two months and the first full growing season after installation is key to maintaining a healthy roof and heading-off maintenance difficulties down the road. If you have any concerns, please contact your Columbia Green representative or Green Roof Contractor. **Remember: An ounce of prevention is worth a pound of cure!**

Installation Season:	Establishment Period:
Fall	Spring and Summer of the following Year
Winter	Spring and Summer of the following Year
Spring	Until onset of cool fall weather
Summer	Through summer of the following year

Watering during Establishment

The amount of water required during the establishment period depends on the planting technique and the current weather conditions. Water may be applied via an automatic irrigation system (recommended), or by hand-watering. *Columbia Green recommends irrigation as a management tool during the establishment period and prolonged hot dry weather.*

Below are some recommendations for establishment during mild weather.

Sedum Cuttings

- Overhead watering twice daily for the first two (2) weeks
- Once a day for the third week
- Once a week for the next four (4) weeks
- For the duration of the establishment period: As-needed, check weekly.

Sedum Plugs

- Once a week for the first four (4) weeks
- For the duration of the establishment period: As-needed, check at least weekly.

Pregrown Sedum Tiles

- Once a week for the first four (4) weeks
- For the duration of the establishment period: As-needed, check at least weekly.

Nursery-Grown Trays

- Once a week for four (4) weeks
- For the duration of the establishment period: As-needed, check at least weekly.

But if at any time the plants are wilting, it is time to irrigate!

Extreme Weather

PROLONGED HOT DRY WEATHER is generally defined as periods of 75 degree weather, with less than 1 inch of rainfall per month. This “ballpark” time period will likely be less if the temperatures are hotter, or on sloping roofs and roofs exposed to persistent winds or reflected sunlight. Such conditions can dry out the soil and cause the plants to go dormant, or in extreme cases, to dry up and die.

Inspections

During establishment, it is important to check on your green roof frequently to ensure that the automatic irrigation system (if installed) is functioning properly, to hand-water (if necessary), and to keep tabs on weed germination. Remember to document your activities! A sample form can be found in the appendix.

Ongoing Maintenance Activities

After the initial establishment period outlined in the previous section, the roof will become more mature and resilient due to a strong root system and vegetation that is acclimated to the local climate. Therefore, maintenance activities will become more focused on upkeep and observation, especially during the active spring and summer growing seasons. VISITS MIGHT OCCUR MONTHLY, AND ALSO FOLLOWING MAJOR WEATHER EVENTS (HEAVY RAINFALL OR HIGH WINDS) WHEN IT IS NECESSARY TO DOUBLE CHECK THAT DRAINS HAVE NOT BECOME OBSTRUCTED. The following activities should be part of an ongoing maintenance regimen:

Inspect Vegetation-Free Zones

Vegetation-free zones (VFZs) are typically found at green roof perimeters and around roof penetrations to prevent vegetation from encroaching on at sensitive points. They may be delineated with metal edging and filled with aggregate. All VFZs, including roof drains should be inspected at least every two weeks. Errant green roof vegetation *and* any debris (pebbles, sticks, leaves, trash, etc.) should be removed from the drainage system and drain paths in order for the roof drains to function properly. Impaired drainage is a very serious condition; not only can it lead to damaged or dead plants, but it can cause serious damage to the roofing system, add structural loads beyond the building's design limits, and may ultimately lead to structural failure.

Remove Debris

Remove trash, pebbles, sticks, fallen leaves etc. from the green roof on a regular basis, as they can smother the green roof plants.

Control Weeds

Take care to address any weeding issues during the first few months of establishment, and during the first year of growth to coverage. During your monthly inspections, be sure to check for weeds and remove any that you find. REMOVING TREE SEEDLINGS IN A TIMELY MANNER IS VERY IMPORTANT TO PREVENT THEIR STRONG ROOT SYSTEMS FROM COMPROMISING THE WATERPROOFING SYSTEM. Once the green roof grows into a dense cover, weed germination will become less significant. Occasionally, perennial weeds like clover can become problems if not removed quickly. In those circumstances, a careful, spot-spray of a glyphosate herbicide may be used. Care should always be taken to prevent weeds from setting seed.

Deadhead

Most sedum species flower in the spring or summer. Spent flower stalks may remain throughout the fall and winter. While they pose no danger, they may not be aesthetically desirable. You may choose to “deadhead” – trim off spent flowers by hand or with scissors or pruners – as necessary.

Check Irrigation/Moisture Levels

GENERALLY SPEAKING, IT IS BETTER TO USE THE MINIMUM AMOUNT OF IRRIGATION NECESSARY, AS DRY SOIL ENCOURAGES TOUGHER GREEN ROOF PLANTS THAT RESIST EXTREMES.

The irrigation system, whether drip or overhead spray, should be visually inspected at each visit to ensure that it is functioning properly. Check all valve locations and joints to look for signs of leaks or breaks in the piping. Visually inspect spray heads and drip emitters to ensure they have not become clogged. Check moisture levels on the roof and adjust run times on the controller if using an automatic system. Special care will be required to winterize and reactivate the system (see below).

If hand-watering, focus most of your irrigation efforts during the summer, and periods of prolonged hot dry weather. Supplemental water may not be needed during periods of rain or milder temperatures. Hotter or dryer climates may require more ongoing attention. Be prepared to irrigate during periods of extreme heat as described below.

PROLONGED HOT DRY WEATHER is generally defined as periods of 75 degree weather, with less than 1 inch of rainfall per month. This “ballpark” time period will likely be less if the temperatures are hotter, or on sloping roofs and roofs exposed to persistent winds or reflected sunlight. Such conditions can dry out the soil and cause the plants to go dormant, or in extreme cases, to dry up and die.

If the plants are wilting, it is time to irrigate.

During prolonged hot dry weather or when plants become drought stressed, supplemental water should be applied, temporarily, to re-wet the soil to the point of saturation. This will keep plants from going dormant, keep them plump and healthy so they can cover the soil effectively, and optimize their appearance. It also enhances the evaporative cooling effect of the green roof.

Thoroughly irrigating, as indicated above, will pay off significantly. Not only will the plants be healthier and fuller, bringing reduced maintenance costs, but the actual cost of irrigation is minimal compare to the energy savings derived from enhancing the evaporative cooling of the green roof.

Drip Irrigation Winterization

Step 1: When freezing weather is anticipated, simply turn off your main water supply to the irrigation system and make sure that the backflow device, valves, filter, pressure regulator, pipe, sprinklers, drip hose, and drippers are free of water.

Step 2: After the main water supply is shut down, run the timer/ controller through its normal watering cycle. This will allow each of the valves to open and relieve water pressure on the main line and valves. Allow the lines to drain slightly. After the timer/controller runs through its cycles, turn the controller off, or to Rain Off position.

Step 3: Ensure that all exposed pipe is wrapped with insulating tape. The insulation should cover everything exposed up to the risers; however, it is unnecessary to wrap sprinkler heads or hose bibs.

Step 4: Through the height of winter leave the system off and drained. If needed, water the green roof with a hose only. In most cases, there is enough moisture from rain to sustain the plants during the winter.

Drip Irrigation Spring Startup

Step 1: After the last frost danger has passed and you are ready to turn on the system in the spring, the first step is to flush it out. During the winter small insects may take up residence in the emitters, tubes and pipes. Open the ends of drip tubes and flush them out by turning on the water. Make sure that standing water doesn't drain back into the pipes, taking dirt back in with it.

Step 2: After flushing, check the system out by running it. Look for clogged emitters or nozzles, check for leaking valves and make any necessary repairs.

Step 3: Check the controller to ensure that it is properly programmed for each station. If it has a back-up battery replace it with a fresh one.

Overhead Spray Winterization and Spring Startup

If you have spray (overhead) irrigation it has been provided by another manufacturer. Please consult the manufacturer or a landscape contractor for their recommendations.

Fertilizing

An established green roof should need little if any fertilizer, but there may be merit in fertilizing in small amounts to encourage faster establishment. All fertilizers can be water pollutants, so care should be used to keep fertilizer applications to a minimum. Also, excessive fertilizer encourages soft growth, which is more vulnerable to damage from drought or temperature extremes. It is better to use slow release and balanced organic fertilizers, with one application in the spring being adequate. And never fertilize during fall. It too may stimulate tender growth and compromise the hardiness of the plant material.

Sedums do not require high levels of fertility to do well. Maintaining a green roof in a state of low fertility, after establishment, also discourages weed growth.

Trouble-shooting

Plant Coverage Expectations

Here is a growth chart that details the extent of growth you should expect within the first several years of owning your new green roof system. COVERAGE DEPENDS ON THE METHOD OF INITIAL PLANTING.

Coverage	Per square foot	After one full year	After two full years	After three years
72 Cell Plugs	2	60%	80%	90%
	2.4	70%	85%	95%
	3	75%	90%	100%
	4	80%	95%	100%
Bulk Cuttings	4# per 100 sf	25%	50%	70%
	10# per 100 sf	50%	70%	90%
	15# per 100 sf	70%	80%	95%
	20# per 100sf	80%	90%	100%
Sedum Tiles	0.5	90%	100%	100%

If your roof does not meet these guidelines, follow the irrigation and fertilizing recommendations above.

Reference Materials

Average First and Last Frost Dates

Most green roof maintenance activities will fall between these two dates. It is also important to keep these dates in mind when planning for irrigation winterization. This list is not exhaustive, for other locations visit: www.plantmaps.com

Location	Average First Frost	Average Last Frost
Baltimore, MD	Nov 11 – Nov 20	Mar 21 – Mar 31
Boston, MA	Nov 1 – Nov 10	April 11 – April 20
Chicago, IL	Oct 21- Oct 31	April 11 – April 20
Cincinnati, OH	Oct 21- Oct 31	April 11 – April 20

Nashville, TN	Oct 21- Oct 31	April 11 – April 20
New York, NY	Nov 1 – Nov 10	April 1 – April 10
Philadelphia, PA	Nov 1 – Nov 10	April 1 – April 10
Portland, OR	Nov 21 – Nov 30	Feb 21 – Feb 29
San Francisco, CA	Rare	Rare
Toronto, Ontario	Nov 1- Nov 10	April 11 – April 20
Vancouver, B.C.	Nov 5th	March 21- March 31
Washington, D.C.	Nov 1- Nov 10	April 1 – April 10

Glossary of Terms

Intensive- A green roof system with a growing medium depth of 6” or more.

Extensive- A green roof system with a growing medium depth of 6” or less.

Growing Media- An engineered combination of organic and inorganic matter than anchors vegetation on a green roof, drains water from the roof, and sustains plant growth.

Establishment Period- The period of time during which the green roof grows in and acclimates to the particulars of a given rooftop environment. Particular care should be given through the first complete growing season.

Ongoing Maintenance- Maintenance that occurs after the establishment period.

Green Roof- An assembly consisting of a deck, waterproofing system (membrane, associated components), root barrier, drainage layer, filter layer, growing medium and vegetation.

Overburden- A term used to refer to anything placed on top of the membrane. i.e. growing medium, vegetation, ballast, etc.

Compaction- Light compression of growing media used to increase growing media density.

Sedum/Succulent- A water-retaining plant that has evolved in arid climates and soils and frequently used on green roofs.

Flashing- The system used to seal the edges of a membrane at walls, expansion joints, drains, gravel stops, and other areas where the membrane is interrupted, penetrated or terminated.

Layered Green Roof System- (also Built-up or Loose-Laid) A green roof which is constructed with one component (drainage, filtration, water retention) installed upon the next.

Vegetation-Free-Zone- An area of the green roof that is designed to be kept free of vegetation. Examples include around drain, vents, HVAC units, etc.

Weed- Any unwanted plant.

POST-INSTALLATION CHECKLIST

Date:

Participants:

Weather Conditions:

Yes	No	N/A	Plants
			Plants are green and appear to be healthy
			Plants show no signs of wilting or stress
			Pregrown trays or tiles meet specified coverage (usually 80%+)
			Plugs are showing evidence of root growth and are spaced appropriately
			Cuttings (if used) show evidence of root and leaf growth
			Minimal weed presence
			Growing Media
			Depth is commensurate with quoted level
			Growing media is even and level
			Growing media has been lightly compacted
			Loose growing media has been cleaned from walkways and other roof surfaces
			Irrigation
			Water source is 'on'
			Backflow Prevention device is in place and has been tested
			Each zone has been tested and is performing as designed
			Automatic controller has been programmed
			Drip emitters are unclogged
			Overhead spray nozzles are 'popping'
			If hand watering, a hose-bib and hose are available
			Metal Edgers
			Pieces are fitted together correctly
			No gaps are present
			Tray edging (if used) conceals tray edges
			Corners are properly formed
			Trays (if installed)
			Fitted together in interlocking fashion for monolithic installation
			Pins, where used, are properly secured. (Post-planted Trays Only)
			Layered Components (if installed)
			Filter Fabric turned up at all sides, inside and below height of edge flashing
			Drainage
			Water flows under the system to drains/scuppers/gutters
			Vegetation-Free-Zones around drains and at perimeters are free of potential obstructions
			Maintenance
			Debris (leaves, trash and other non-garden materials) have been removed
			A maintenance plan is in place
			Digital Photography
			Document any areas of concern and average conditions.
Other Notes:			

Establishment Period Log

Instructions: Refer to the [ESTABLISHMENT PERIOD](#) and [ONGOING MAINTENANCE](#) sections of the Green Roof Maintenance Guide for recommendations on plant establishment and general care. Record your activities and observations below. You may wish to make additional blank copies, as needed.

Initial Date of Green Roof Installation:

This log pertains to the following Dates:

Work Overseen by:

Weekly Visit #: (Or daily visits if establishing cuttings) Indicate Date of visit	Example: 07/01	1	2	3	4	5	6	7
Conditions During past week: (Indicate all that Apply) M = Mild C = Cold R = Rain D = Dry W = Windy	M, D							
Moisture Levels Checked?	✓							
Water Applied? (if needed)	✓							
Vegetation Free Zones Inspected?	✓							
Debris Removed?	✓							
Weeds Removed?	✓							
Digital Photos Taken?	✓							
Any Concerns Noted? (If so, document separately)	No							
Work By:	EK							

Report Authored By: _____

Issue Date: _____

Ongoing Maintenance Log

Instructions: Refer to the [ONGOING MAINTENANCE](#) section of the Green Roof Maintenance Guide for recommendations on general care. Record your activities and observations below. You may wish to make additional blank copies, as needed.

This log pertains to the following Dates:
Work Overseen by:

Visit Date:							
Conditions During past week: (Indicate all that Apply) M = Mild C = Cold R = Rain D = Dry W= Windy							
Moisture/ Irrigation System Checked?							
Water Applied? (if needed)							
Vegetation Free Zones and Drains Inspected?							
Debris Removed?							
Weeds Removed?							
Spent Flowerheads Deadheaded?							
Digital Photos Taken?							
Any Concerns Noted? (If so, document separately)							
Work By:							

Report Authored By: _____
Issue Date: _____

Annual Inspection

Instructions: Complete this form on the yearly anniversary of the green roof installation. Record your observations and any corrective actions below. You may wish to make additional blank copies, as needed.

Inspection Date:

Work Overseen by:

Note the condition of the following items and take corrective action as needed:

Yes	No	N/A	Plants
			Plants are green and appear to be healthy; Neat and Tidy Appearance
			Plants show no signs of wilting or stress
			Plants appear to have adequate available nutrients
			Plants meet coverage expectations. Please note the Estimate % Coverage:
			Minimal weed presence
			Growing Media
			Growing media is even and level
			Growing media is not migrating into Vegetation Free Zones
			Loose growing media has been cleaned from walkways and other roof surfaces
			Irrigation
			Water source is 'on'
			Backflow Prevention device is in place and testing is up-to-date.
			Each zone has been tested and is performing as designed
			Automatic controller is properly programmed
			Drip emitters are unclogged
			Overhead spray nozzles are 'popping' and coverage is complete
			If hand watering, a hose-bib and hose are available
			Metal Edgers
			Pieces are fitted together correctly
			No gaps are present
			Tray edging (if used) conceals tray edges
			Corners are properly formed
			Trays (if installed)
			Fitted together in interlocking fashion for monolithic installation
			Pins, where used, are properly secured. (Post-planted Trays Only)
			Layered Components (if installed)
			Filter Fabric turned up at all sides, inside and below height of edge flashing
			Drains
			Water flows under the system to drains/scuppers/gutters
			Free from potential obstructions

Report Authored By: _____

Issue Date: _____

			Vegetation-Free-Zones: Clear of Roots and Debris
			Perimeter Zones
			Penetrations (Vent Pipes, etc.)
			HVAC Equipment
			Abutting Vertical Surfaces
			Exposed Roof Membrane
			Maintenance
			Debris (leaves, trash and other non-garden materials) have been removed
			A maintenance plan is in place. Make adjustments as needed.
			Digital Photography
			Document any areas of concern; average conditions.

Note additional Supplies/Actions Needed.

Yes	No	N/A	Additional Supplies Needed
			Replacement Growing Media
			Additional Trays, Layered components or edgers
			Supplemental Drain Rock or Aggregate
			Pavers
			Replacement Plants: Plugs, Cuttings, Tiles

Actions	Done in the past year? Note Date	To Be Completed in the Upcoming Year?
Soil Testing/ Monitoring		
Slow-Release Fertilizer Application		
Pesticide Application- Proceed with Caution!		
Herbicide Application- Proceed with Caution!		
Replanting		

Notes:

Report Authored By: _____
Issue Date: _____



Green Roof Warranty

STANDARD LIMITED WARRANTY ON MATERIALS

Building Owner:	
Building Name:	
Building Address Line 1:	
Building Address Line 2:	
System(s) Installed:	
Date of Installation:	
Installer:	
Warranty Period:	

Limited Warranty

Columbia Green Technologies, Inc. ("CGT") warrants to the end purchaser on whose property the CGT system is installed (the "Owner") that the plants, growing media, and irrigation components sold by CGT to Owner will: (a) meet quality standards customary in the industry; and (b) conform to any specifications agreed to by CGT in writing. The Owner is required to inspect all materials immediately upon receipt and notify CGT of concerns regarding the quality or condition of the material delivered to the site. Once delivery has occurred, the Owner has (3) business days to document and report any damage to CGT and request replacement. Once (3) business days have elapsed without notification, it is assumed that the plant material, irrigation components and growing media have been accepted. CGT is not responsible for replacement of components where damage or defects are due to improper storage, handling or delayed installation on the part of the installer.

CGT warrants to the Owner that all green roof "hard parts" supplied by CGT (i.e., Planted-In-Place Trays, Pre-grown Trays and Layered Green Roof Systems), when installed in accordance with CGT's technical specifications by an approved CGT installer, will be free from defects in materials and workmanship for the warranty periods set forth below.

- a. The Planted-In-Place Tray system, including hooks, pins, and edge metal (if purchased) is warranted against material defects and photo degradation for a period of (20) years, or the duration of the membrane manufacturer's warranty, whichever is less.
- b. The Pregrown Tray system, including pins, and edge metal (if purchased), is warranted against material defects and photo degradation for a period of (20) years, or the duration of the membrane manufacturer's warranty, whichever is less.
- c. The Layered system, including drainage-filter layer, water retention layer, and edge metal (if purchased), is warranted against material defects and photo degradation for a period for a period of (20) years, or the duration of the membrane manufacturer's warranty, whichever is less.

For the foregoing warranty to apply, engineered growing media and plants used in conjunction with the trays and/or layered system must be purchased from CGT or an authorized CGT supplier. This is for quality control purposes and to ensure the integrity of the underlying green roof system.

Additional Warranty Coverage

The Owner may elect to purchase separately and at additional cost Overburden Warranty (removal and reinstallation of the green roof system in the event of a roof leak) and/or Extended Plant Warranty (plant replacement coverage) at the time of purchase of the primary green roof components.

Disclaimers, Limitations and Exclusions

THE FOREGOING WARRANTIES SHALL NOT APPLY, AND CGT SHALL HAVE NO LIABILITY FOR, DEFECTS OR NONCONFORMITIES CAUSED BY ANY OF THE FOLLOWING:

- FAILURE TO INSPECT COMPONENTS FOR DEFECTS IMMEDIATELY UPON DELIVERY.
- FAILURE TO INSTALL THE GREEN ROOF SYSTEM AND COMPONENTS IN A TIMELY FASHION AND IN ACCORDANCE WITH THE CGT TECHNICAL SPECIFICATIONS.
- ENGINEERED GROWING MEDIA OR PLANTS NOT PURCHASED FROM CGT.
- FAILURE OF THE OWNER TO PROVIDE AN FLL-APPROVED ROOT BARRIER BELOW THE GREEN ROOF SYSTEM.
- FAILURE OF THE OWNER TO PROVIDE REASONABLE CARE AND MAINTENANCE OF THE GREEN ROOF SYSTEM FOR THE DURATION OF THE LIMITED WARRANTY PERIOD, ESPECIALLY TO ENSURE THAT PLANTS AND ENGINEERED GROWING MEDIA COVER THE UNDERLYING GREEN ROOF SYSTEM AS DESIGNED.

THE FOREGOING WARRANTIES SHALL NOT APPLY, AND CGT SHALL HAVE NO LIABILITY FOR, DEFECTS OR NONCONFORMITIES UNLESS THE OWNER PROVIDES CGT WITH WRITTEN NOTICE OF THE DEFECT OR NONCONFORMITY WITHIN 30 DAYS OF DISCOVERY.

IN NO EVENT SHALL CGT HAVE ANY RESPONSIBILITY FOR DAMAGE TO OR DEFECTS IN THE ROOF MEMBRANE SYSTEM BELOW THE GREEN ROOF SYSTEM.

IN THE EVENT THE ROOF MEMBRANE SYSTEM REQUIRES REPAIRS THAT NECESSITATE TEMPORARY DISPLACEMENT OF CGT'S GREEN ROOF SYSTEM, THE OWNER MUST GIVE WRITTEN NOTICE TO CGT AT LEAST 30 DAYS PRIOR TO COMMENCEMENT OF REPAIRS, IN WHICH EVENT CGT WILL ADVISE THE OWNER OF THE METHOD OF REMOVAL AND REINSTALLATION. ANY SUCH REMOVAL AND REINSTALLATION SHALL BE AT THE OWNER'S EXPENSE. ANY REMOVAL OF THE GREEN ROOF SYSTEM OTHER THAN IN ACCORDANCE WITH THIS PARAGRAPH WILL VOID THIS STANDARD LIMITED WARRANTY.

CGT IS NOT RESPONSIBLE FOR DAMAGE CAUSED BY REMOVAL AND REPLACEMENT OF ANY OVERBURDENS, OVERLAYS, OR SUPER STRATA, EITHER PERMANENT OR TEMPORARY, AS NECESSARY TO EXPOSE THE SYSTEM FOR INSPECTION AND/OR REPAIR.

CGT shall have no obligation under this Limited Warranty or otherwise for damage to the green roof system caused by:

- a. Natural forces, disasters, or acts of God including, but not limited to winds in excess of 55 MPH, fires, reflected light or heat, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals;
- b. Any act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or which impair the System's ability to perform as designed;
- c. Failure by the Owner to use reasonable care in maintaining the System including proper hydration and annual maintenance of the growing medium (such maintenance to include, but not be limited to, those items listed on the Columbia Green Maintenance Guidelines).
- d. Deterioration or failure of other building components, including, but not limited to, the roof membrane, roof insulation and structural substrate, walls, mortar, HVAC units, penetrations and other systems that may affect the suitability of the CGT system.
- e. Condensation or infiltration in, through, or around the walls, copings, rooftop, hardware or equipment, building structure or underlying or surrounding materials;
- f. Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Green Roof System, which damages the System, or which impairs the System's ability to resist proper growing, filtration and protection of the roof membrane below or damage to any component of the green roof system.
- g. Alterations or repairs to the System that are not completed in accordance with CGT's published specifications, not completed by a licensed contractor, and/or where current notification procedures were not followed;
- h. The architecture, engineering, construction, or design of the roof, roofing system, or building. CGT does not undertake any analysis of the architecture or engineering required to evaluate what type of roof system is appropriate;
- i. A change in building use or purpose;
- j. Deterioration to metal roofing materials and accessories caused by marine salt water atmosphere or by regular spray of either salt or fresh water. or
- k. Failure to give timely notice of any claim.



IN NO EVENT SHALL CGT BE RESPONSIBLE FOR ANY REPAIRS TO THE ROOF MEMBRANE SYSTEM, LEAK REPAIRS TO THE ROOF MEMBRANE SYSTEM, OR INVESTIGATION OF LEAKS OF THE ROOF MEMBRANE SYSTEM.

CGT DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY CGT. CGT SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CGT.

THIS STANDARD LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CGT'S ENTIRE LIABILITY AND OWNER'S EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTIES SHALL BE REPAIR OR REPLACEMENT OF ANY NONCONFORMING MATERIALS OR COMPONENTS, OR REFUND OF THE PURCHASE PRICE FOR SUCH MATERIALS OR COMPONENTS, IN EACH CASE AT CGT'S OPTION.

Limitation of Liability

IN NO EVENT SHALL CGT BE LIABLE FOR ANY FOR SUBSTITUTE GOODS, LOSS OF PROFIT, DAMAGE TO THE BUILDING OR ITS CONTENTS, DAMAGE TO THE ROOF DECK, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL THE LIABILITY OF CGT EXCEED THE AMOUNT PAID FOR THE SPECIFIC PRODUCT INVOLVED.

Disputes

Any dispute, controversy or claim between Owner and CGT concerning this limited warranty shall be settled by mediation. In the event that Owner and CGT do not resolve the dispute, controversy or claim in mediation, Owner and CGT agree that neither party will commence or prosecute and suit, proceeding, or claim other than in the courts of Multnomah County in the state of Oregon or the United States District court, State of Oregon, Portland division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

Payments Required

CGT shall have no obligation under this standard limited warranty unless and until CGT and the licensed Installer have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the system. In the event that repairs not covered by this standard limited warranty are necessary in the future, CGT reserves the right to suspend this limited warranty until such repairs have been completed and the licensed applicator and/ or CGT has been paid in full for such repairs.

Transfer

This Limited Warranty shall be transferable in connection with the sale of the building on which the Green Roof System has been installed, subject to transfer procedure set by CGT.

Term

The term of this Standard Limited Warranty on Materials shall be for the period set forth above and such term shall not be extended under any circumstances.

Waiver

CGT's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Standard Limited Warranty.

Governing Law

This Standard Limited Warranty shall be governed by and construed in accordance with the laws of the State of Oregon without regard to that State's rules on conflict of laws.

Severability

If any portion of this Standard Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.



Effective Date

This Standard Limited Warranty shall be effective and apply to green roof systems, effective from the date of documented installation.

Authority and Counterparts

Each person signing below represents that he or she has authority to bind Owner or CGT, as applicable. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single agreement. Facsimile signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF CGT. NO OTHER PERSON HAS ANY AUTHORITY TO BIND CGT TO ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

COLUMBIA GREEN TECHNOLOGIES, Inc.

By: _____
Authorized Officer

Title: _____

Date: _____

Owner: _____
Name of Company

By: _____
Authorized Officer

Title: _____

Date: _____

EXTENDED OVERBURDENED WARRANTY

Building Owner:	
Building Name:	
Building Address:	
Building Address:	
Project Specification:	
Date of Installation:	
Installer:	
Warranty Period:	
Warranty Cost:	

Extended Overburdened Warranty

This Extended Overburdened Warranty applies to the CGT, Inc. (here in referred to as Columbia Green or CGT) Advanced Vegetative Roof System® (AVRS®) when installed in accordance with CGT technical specifications by a certified CGT installer.

- a. Extended Overburdened Warranty (removal and replacement of the AVRS® system) is provided at the sole discretion of CGT (see the "Investigation" section below) for a period of twenty (20) years or if longer a duration consistent with the roof membrane manufacturer's warranty. **30 years**
- b. The cost for this Extended Overburdened Warranty is thirty (\$.30) cents per square foot of Installed AVRS® Tray system.
- c. **The cost for this Extended Overburdened Warranty is fifty (\$.50) cents per square foot Installed AVRS® Multilayer system.**

Limitation of Remedies and Liability

CGT's and its suppliers entire liability for the warranty period specified (Extended Overburdened Warranty paragraphs "a." above) and Owners exclusive remedy shall be limited to and at CGT's option to remove and replace the specified AVRS® system area determined to cover an identified leak.

Responsibilities

In the event any leak should occur in the roof membrane system below the AVRS® system, the owner must give notice to the respective roof membrane manufacturer or roofing applicator within 30 days of the detected leak. The roof membrane manufacture or roofing applicator must provide CGT written notice identifying the specific area of the AVRS® system covering the leak at CGT's street address, fax number or email address shown below of this Extended Overburdened Warranty, evidence of this notice shall be the receipt by owner of a CGT leak notification acknowledgement.

Investigation

If upon investigation by CGT or designate, CGT determines that the leak is not excluded under the terms, conditions and limitations set forth in the "Exclusions" section of this Standard Limited Warranty, the owner's sole and exclusive remedy and CGT's total liability shall be limited to the cost of removing and reinstalling a maximum of 60 square feet Trays of the AVRS® system per year.

Notice

CGT WILL NOT PAY FOR ANY REPAIRS TO THE ROOF MEMBRANE SYSTEM, LEAK REPAIRS TO THE ROOF MEMBRANE SYSTEM OR INVESTAGATION OF LEAKS OF THE ROOF MEMBRANE SYSTEM. THE ACTUAL REPAIR COST OF THE LEAK WILL BE THE RESPONSIBILITY OF THE OWNER OR A THIRD PARTY RELATIONSHIP WITH THE ROOFING MEMBRANE MANUFACTURE.

Should the investigation reveal that the leak is excluded under the terms, conditions and limitations of the roof membrane warranties, then the owner shall be responsible for payment of the investigation costs including removing and reinstalling the AVRS® eco-roof system. Failure by the owner to pay for these costs shall render this extended warranty null and void. CGT will advise the owner of the type and/or extent of removal and reinstallation required to be made at the owner's expense that will permit this Extended Overburdened Warranty to remain in effect for the unexpired portion of its term. Failure by owner to properly make these repairs in a reasonable manner and within 60 days from initial notice to CGT shall render this Extended Overburdened Warranty null and void.

CGT shall not be responsible for the damage caused by, removal and replacement of any overburdens, overlays, or super strata either permanent or temporary, as necessary to expose the system for inspection and/or repair.

Exclusions

CGT shall have no obligation under this Extended Overburdened Warranty, or any other liability, now or in the future if a leak or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to winds in excess of 55 MPH, fires, reflected light or heat, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals;



- a. Any act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or which impair the System's ability to resist leaks;
- b. Deterioration or failure of other building components, including, but not limited to, the roof membrane, roof insulation and structural substrate, walls, mortar, HVAC units, penetrations and other systems that may affect the suitability of the AVRS® system.
- c. Condensation or infiltration in, through, or around the walls, copings, rooftop, hardware or equipment, building structure or underlying or surrounding materials;
- d. Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Roof Membrane System or AVRS® System, which damages the System;
- e. Alterations or repairs to the System that are not completed in accordance with CGT's published specifications, not completed by licensed contractor, and/or where current notification procedures were not followed;
- f. The architecture, engineering, construction, or design of the roof, roofing system, or building. CGT does not undertake any analysis of the architecture or engineering required to evaluate what type of roof system is appropriate;
- g. a change in building use or purpose;
- h. Deterioration to metal roofing materials and accessories caused by marine salt water atmosphere or by regular spray of either salt or fresh water. or
- i. Failure to give proper notice.

Disputes

Any dispute, controversy or claim between the owner and CGT concerning this Extended Overburdened Warranty shall be settled by mediation. In the event that the owner and CGT do not resolve the dispute, controversy or claim in mediation, the owner and CGT agree that neither party will commence or prosecute and suit, proceeding, or claim other than in the courts of Multnomah County in the state of Oregon or the United States District court, State of Oregon, Portland division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

Payments Required

CGT shall have no obligation under this Extended Overburdened Warranty unless and until CGT and the licensed Installer have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the system. In the event that repairs not covered by this Extended Overburdened Warranty are necessary in the future, CGT reserves the right to suspend this Extended Overburdened Warranty until such repairs have been completed and the licensed applicator and/or CGT has been paid in full for such repairs.

Transfer

This Extended Overburdened Warranty shall be transferable subject to Owner's payment of the current transfer fee set by CGT.

Term

The term of this Extended Overburdened Warranty on Materials shall be for the period set forth above and such term shall not be extended under any circumstances.

Waiver

CGT's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Extended Overburdened Warranty.

Governing Law

This Extended Overburdened Warranty shall be governed by and construed in accordance with the laws of the State of Oregon without regard to that State's rules on conflict of laws.

Severability

If any portion of this Extended Overburdened Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

Effective Date

This Extended Overburdened Warranty shall be effective and apply to Systems sold after January 1, 2010.

Travel Expenses

There will be an additional charge of \$1,500.00 each time a CGT representative is required for onsite inspections or other issues related to the project.

Notice

CGT DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY CGT, Inc. CGT SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CGT.

THIS EXTENDED OVERBURDENED WARRANTY SUPERSEDES ANY PREVIOUS OVERBURDENED WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND CGT HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS EXTENDED OVERBURDENED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST CGT, AND CGT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS EXTENDED OVERBURDENED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF CGT. NO OTHER PERSON HAS ANY AUTHORITY TO BIND CGT WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN

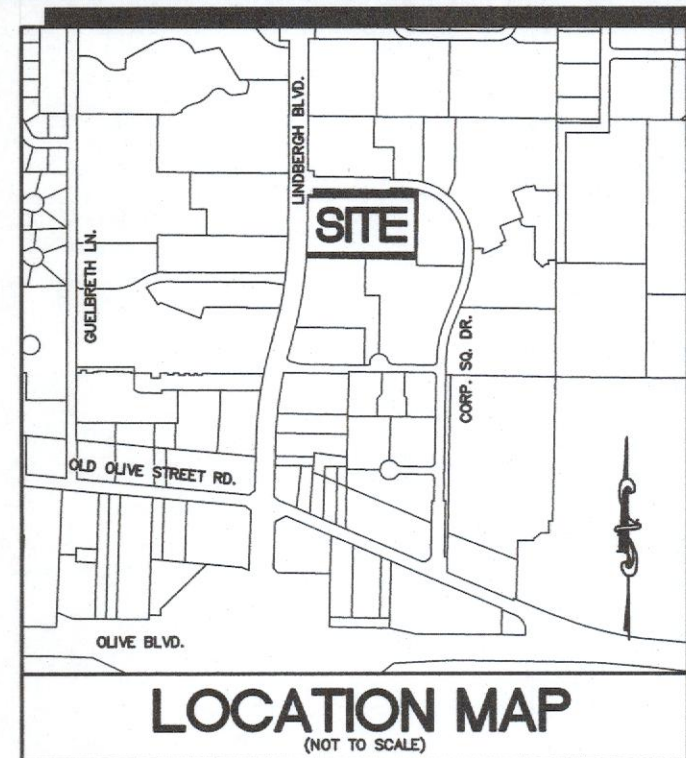
CGT, Inc.

By: _____
Authorized Officer

Title:

Date: _____

AS RECORDED IN PLAT BOOK 188, PAGES 88-90 AND BEING
LOCATED IN S.W. 1/4 OF THE S.E. 1/4 OF SECTION 36,
TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



The tract of land bearing Lot 21 of "Corporate Square Plat No. 3," subdivision in the Southeast Quarter of the Southeast Quarter of Section 36, Township 46N, Range 5E, and the Northeast Quarter of Section 1, Township 46N, Range 5E, as shown on the plat thereof recorded in Platteau County Records, Pages 88 thru 90 of the St. Louis County Records, in the City of Creve Coeur, Missouri; and being further described as follows: beginning at a point on the east line of Lindbergh Boulevard, 100 feet wide, said point being South 0 degrees 45 Minutes 00 Seconds East 30.00 feet to a point; thence North 0 Degrees 45 Minutes 00 Seconds East 30.00 feet to a point; thence South 89 Degrees 15 Minutes 00 Seconds East 400.00 feet to a point; thence North 0 Degrees 45 Minutes 00 Seconds East 10.00 feet to a point; thence South 89 Degrees 15 Minutes 00 Seconds East 80.76 feet to a point; thence North 0 Degrees 45 Minutes right hand a radius of 30.00 feet arc distance of 55.31 FEET (chord of North 83 Degrees 58 Minutes 06 Seconds East, 55.23 feet); thence North 0 Degrees 45 Minutes 00 Seconds West 367.81 feet to a point; thence North 89 Degrees 15 Minutes 00 Seconds West, 571.00 feet to a point; thence North 0 Degrees 45 Minutes left hand a radius of 30.00 feet arc distance along a curve to the left having a radius of 1,960.08 Feet an arc distance of 121.18 feet (chord of North 2 Degrees 20 Minutes 16 Seconds East, 121.16 feet) to the point of tangent; thence North 0 Degrees 45 Minutes 00 Seconds East 30.00 feet to a point; thence North 0 Degrees 45 Minutes left hand a survey by the Clayton Engineering Company August, 1997.

Lot 23 of Corporate Square Plat No. 3, according to the plat thereof recorded in Plat Book 188 Page 88 through 90 of the St. Louis County, Missouri Records

A tract of land being Lots 21 and 23 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 of the St. Louis County Records, in the City Of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a concrete Monument located on the east right-of-way line of Lindbergh Boulevard, 100 feet wide, said point also being located on the south right-of-way line of Corporate Square Drive, variable width; thence along said east right-of-way line of Lindbergh Boulevard, 141.75 feet to a point; thence 141.75 feet 52 seconds East, 29.79 feet to a concrete Monument; North 00 degrees 45 minutes 08 seconds East, 30.00 feet to a found Concrete Monument; and South 89 degrees 14 minutes 52 seconds East, 40.00 feet, thence leaving said point; thence along the east line of above said Lot 21; thence along said east line, South 00 degrees 45 minutes 08 seconds West, 356.88 feet to the southeastern corner of said Lot 21; thence along the south line of Lot 21, North 89 degrees 14 minutes 52 seconds West, 288.19 feet to the northeastern corner of said Lot 21; thence along the north line of said Lot 21, North 00 degrees 45 minutes 08 seconds East, 30.00 feet to a point; thence along the east line of said Lot 21, North 00 degrees 45 minutes 00 seconds West, 192.64 feet; South 89 degrees 15 minutes 00 seconds East, 75.55 feet and South 00 degrees 46 minutes 00 seconds West, 300.07 feet a found iron pipe located on to the north line of said Lot 21; thence along the north line of said Lot 21, North 00 degrees 46 minutes 00 seconds East, 192.64 feet to a point; thence along the north line having a radius of 49.00 feet, then along said right-of-way line with an arc length of 99.92 feet and a chord which bears South 32 degrees 25 minutes 21 seconds West, 83.48 feet to its intersection with the south line of above said Lot 23; thence along the south line of said Lot 23, North 89 degrees 14 minutes 52 seconds East to the southeastern corner of Lot 25 of above said Corporate Square Plat No. 3; thence along the east line of Lot 25 of above said Corporate Square Plat No. 3; thence along the east line of Lot 25 of above said Lot 25, North 00 degrees 48 minutes 30 seconds East, 219.00 feet to the northeast corner of thereof; thence along the common line between Lots 23 and 25, North 89 degrees 11 minutes 30 seconds East, 365.00 feet to the northeast corner of said Lot 23; thence along the east line of above said Lindbergh Boulevard, said point also being located on a non-tangential curve to the left having a radius of 1,960.08 feet; thence along said right-of-way line and curve an arc length of 515.87 feet and a chord which bears North 07 degrees 00 minutes 00 seconds East, 1031.74 feet to a point; thence along the east line of said Lindbergh Boulevard, 177.75 feet to the POINT OF BEGINNING.

Containing 349,971 square feet or 8.034 acres, more or less

A tract of land being part of Lot 21 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 of the St. Louis County Records, in the City Of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Commencing at a found Concrete monument located on the east right-of-way line of Lindbergh Boulevard, 100 foot wide, said point also being located on the south right-of-way line of Corporate Square Drive, variable width; thence along said east right-of-way line of Corporate Square Drive, variable width, 100 feet, 20.2 feet, 10.0 minutes 52 seconds East, 29.79 feet to a found Concrete Monument, North 00 degrees 45 minutes 08 seconds East, 30.00 feet to a found Concrete Monument and South 89 degrees 14 minutes 52 seconds East, 400.00 feet to the POINT OF BEGINNING of the herein described tract of land, thence continuing along said east right-of-way line of Corporate Square Drive, variable width, 100 feet, 20.2 feet, 10.0 minutes 52 seconds East, 10.00 feet, South 89 degrees 14 minutes 52 seconds East, 89.75 feet to a point of curvature to the right having a radius of 300.00 feet and an arc length of 55.31 feet to the eastern line of above said Lot 3; thence along said eastern line, South 00 degrees 45 minutes 08 seconds East, 100.00 feet, thence along said eastern line, North 00 degrees 45 minutes 08 seconds East, 100.00 feet, a distance of 144.75 feet to the POINT OF BEGINNING.

Containing 1,355 square feet or 0.031 acres, more or less.

This is to certify that Stoltz & Associates Consulting Engineers, Inc. have, during October 2023, by their duly authorized representatives, personally examined all records, documents, plans, maps and other information pertaining to the project and for the use of SPIRIT LEV, LLC executing a Property Boundary Survey and Boundary Adjustment Plat of Lots 21 and 23 Corporate Square Plat No. 3 as recorded in Plat Book 188, Pages 68 of the St. Louis County records located in Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri; and that the results of said survey and Boundary Adjustment Survey shown herein are further certified to conform with the standards and procedures set forth in the Missouri Professional Land Surveyors "Class A Uniform Survey" as defined in Chapter 16, Land Surveying 20-030-16 of the Missouri Statutes for Property Boundary Surveys, and adopted by The Missouri Board for Architects, Professional Engineers, Professional Land Surveyors, and Landscape Architects.

STOCK & ASSOCIATES CONSULTING ENGINEERS, INC.
LC 222-D

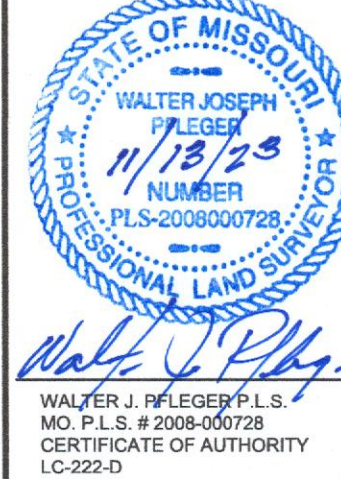
By: Walter J. Pfleger
Walter J. Pfleger, Missouri P.L.S. No. 2008000728

PREPARED BY:

BOUNDARY ADJUSTMENT PI AT

SPIRIT LEXUS

1100 N. LINDBERGH BLVD. & 10176 CORPORATE SQUARE DR.,
CREVE COEUR MO



REVISIONS	

1	11/13/23 CITY COMMENTS
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DRAWN BY: J.K.	CHECKED BY: W.J.P.
DATE: 9/11/2023	JOB NO: 223-7439
M.S.D. P 4	BASE MAP 4
S.L.C. H&T 4	H&T S.U.P. 4
M.D.N.R. 4	

SHEET TITLE:

1 OF 1

ADJUSTED LOT 23

A tract of land being Lots 21 and 23 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 of the St. Louis County Records, in the City Of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a found Concrete monument located on the east right-of-way line of Lindbergh Boulevard, 100 feet wide, said point also being located on the south right-of-way line of Corporate Square Drive, variable width; thence along said south right-of-way line the following courses and distances: South 89 degrees 14 minutes 52 seconds East, 29.79 feet to a found Concrete Monument; North 00 degrees 45 minutes 08 seconds East, 30.00 feet to a found Concrete Monument and South 89 degrees 14 minutes 52 seconds East, 400.00 feet; thence leaving said right-of-way line, continuing South 89 degrees 14 minutes 52 seconds East, 144.75 feet to its intersection with the east line of above said Lot 21; thence along said east line, South 00 degrees 45 minutes 08 seconds West, 356.88 feet to the southeastern corner of said Lot 21; thence along the south line of Lot 21, North 89 degrees 14 minutes 52 seconds West, 268.19 feet to the northeastern corner of Lot 23; thence along the eastern lines of said Lot 23 the following courses and distances; South 00 degrees 45 minutes 00 seconds West, 192.64 feet; South 89 degrees 15 minutes 00 seconds East, 75.55 feet and South 00 degrees 46 minutes 56 seconds West, 300.07 feet a found iron pipe located on to the north right-of-line of Woodfield Lane, said point also being located on a curve to the left having a radius of 49.00 feet; then along said right-of-way line with an arc length of 99.92 feet and a chord which bears South 32 degrees 25 minutes 21 seconds West, 83.48 feet to its intersection with the south line of above said Lot 23; thence along said south line, South 63 degrees 57 minutes 18 seconds West, 38.63 feet to the southeast corner of Lot 25 of above said Corporate Square Plat No. 3; thence along the east line of said Lot 25, North 00 degrees 48 minutes 30 seconds East, 219.00 feet to the northeast corner of thereof; thence along the common line between Lots 23 and 25, North 89 degrees 11 minutes 30 seconds West, 362.32 feet to a concrete monument located on the eastern right-of-way line of above said Lindbergh Boulevard, said point also being located on a non- tangential curve to the left having a radius of 1,960.08 feet; thence along said right-of-way line and curve an arc length of 515.87 feet and a chord which bears North 07 degrees 21 minutes 58 seconds East, 514.38 feet and North 00 degrees 34 minutes 08 seconds East, 177.75 feet to the POINT OF BEGINNING.

Containing 349,971 square feet or 8.034 acres, more or less

PROPOSED RIGHT-OF-WAY DEDICATION

A tract of land being part of Lot 21 of “Corporate Square Plat No. 3”, a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 of the St. Louis County Records, in the City Of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Commencing at a found Concrete monument located on the east right-of-way line of Lindbergh Boulevard, 100 feet wide, said point also being located on the south right-of-way line of Corporate Square Drive, variable width; thence along said south right-of-way line the following courses and distances: South 89 degrees 14 minutes 52 seconds East, 29.79 feet to a found Concrete Monument; North 00 degrees 45 minutes 08 seconds East, 30.00 feet to a found Concrete Monument and South 89 degrees 14 minutes 52 seconds East, 400.00 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along said right-of-line the following courses and distances: North 00 degrees 45 minutes 08 seconds East, 10.00 feet; South 89 degrees 14 minutes 52 seconds East, 89.75 feet to a point of curvature to the right having a radius of 300.00 feet and an arc length of 55.31 feet to the eastern line of above said Lot 23; thence along said eastern line, South 00 degrees 45 minutes 09 seconds West, 4.92 feet; thence departing said eastern line, North 89 degrees 14 minutes 52 seconds West, a distance of 144.75 feet to the POINT OF BEGINNING.

Containing 1,355 square feet or 0.031 acres, more or less.

PROPERTY DESCRIPTION

A tract of land being Lot 21 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 thru 90 of the St. Louis County Records, in the City Of Creve Coeur, Missouri and being further described as follows:

Beginning at a point on the east line of Lindbergh Boulevard, 100 feet wide, said point being South 0 Degrees 34 Minutes 00 Seconds West, 411.00 feet along said east line from its intersection with the south line of Lindbergh-Warson Industrial Center Addition No. 2, according to the plat thereof recorded in Plat Book 119, Pages 32 and 33 of the St. Louis County Records; thence leaving said east line South 89 Degrees 15 Minutes 00 Seconds East, 29.79 feet to a point; thence North 0 Degrees 45 Minutes 00 Seconds East 30.00 feet to a point; thence South 89 Degrees 15 Minutes 00 Seconds East 400.00 feet to a point; thence North 0 Degrees 45 Minutes 00 Seconds East 10.00 feet to a point; thence South 89 Degrees 15 Minutes 00 Seconds East, 89.75 feet to a point; thence along a curve to the right having a radius of 300.00 feet an arc distance of 55.31 FEET (chord of South 83 Degrees 58 Minutes 06 Seconds East, 55.23 feet); thence South 0 Degrees 45 Minutes 00 Seconds West 361.80 feet to a point; thence North 89 Degrees 15 Minutes 00 Seconds West, 577.24 feet to a point on said east line of Lindbergh Boulevard; thence along said east line along a curve to the left having a radius of 1,960.08 FEET an arc distance of 121.18 feet (chord of North 2 Degrees 20 Minutes 16 Seconds East, 121.16 feet) to the point of tangent; thence North 0 Degrees 34 Minutes 00 Seconds East, 205.77 feet to the point of beginning, according to the survey by the Clayton Engineering Company August, 1997.

PROPERTY DESCRIPTION

Lot 23 of Corporate Square Plat No. 3, according to the plat thereof recorded in Plat Book 188 Page 88 through 90 of the St. Louis County, Missouri, Records

2023100300647

CERTIFIED-FILED FOR RECORD

10/3/2023 2:58:04PM

Gerald Smith
Recorder of Deeds
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 6
RECORDING FEE: \$36.00

THIS DOCUMENT WAS ERECORDED

Gerald Smith, Recorder of Deeds
ST. LOUIS COUNTY MISSOURI
41 S Central Ave, Clayton, MO 63105

Type of Instrument: WARRANTY DEED

Grantor: PPM/CAMBRIDGE LLC

Grantee: SPIRIT LEX RE LLC

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

RECORDER OF DEEDS DOCUMENT CERTIFICATION

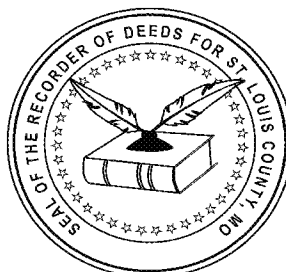
STATE OF MISSOURI)
 SS.
COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 3 day of October 2023 at 2:58 pm and is truly recorded as the document number printed above.

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

KRG

Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

20,319,594

(Space above reserved for Recorder of Deeds certification)

MISSOURI RECORDING COVER SHEET

Document Title: Special Warranty Deed

Document Date: October 3, 2023

Grantor's Name and Address: PPM/CAMBRIDGE LLC
1034 South Brentwood Boulevard, Suite 1300
St. Louis, MO 63117
Attn: Sabina Holtzman

Grantee's Name and Address: SPIRIT LEX RE, LLC
c/o Gurley Leep Automotive Management Corp.
5201 N. Grape Road
Mishawaka, IN 46545
Attn: Chris A. Pustelak

Legal Description: See **Exhibit A** attached hereto and incorporated herein

Prior Reference: N/A

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo. of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Special Warranty Deed. In the event of a conflict between the provisions of the attached Special Warranty Deed and the provisions of this cover page, the attached Special Warranty Deed shall prevail and control.

When Recorded Return To: Simpson
First American Title Insurance Company
National Commercial Services
101 S. Hanley Rd., Suite 575
St. Louis, Missouri 63105
File No. NCS- 1175661

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of October 3, 2023, by and between **PPM/CAMBRIDGE LLC**, a Missouri limited liability company, having an address of 1034 South Brentwood Boulevard, Suite 1300, St. Louis, Missouri 63117, Attn: Sabina Holtzman (“**Grantor**”), and **SPIRIT LEX RE, LLC**, an Indiana limited liability company, having an address of c/o Gurley Leep Automotive Management Corp., 5201 N. Grape Road, Mishawaka, IN 46545, Attn: Chris A. Pustelak (“**Grantee**”).

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and agreed, does hereby BARGAIN AND SELL and CONVEY AND CONFIRM unto Grantee, in fee simple, that certain land located in the County of St. Louis, Missouri, being more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, together with all rights, privileges, and interests appertaining to the land and any and all improvements and fixtures located on or about the land, and all of Grantor’s rights, title and interests, if any, in and to all abutting roads and rights of way and all reversionary rights therein, and in and to all appurtenant easements, if any.

SUBJECT ONLY TO the matters set forth on Exhibit “B” attached hereto and incorporated herein by this reference; and to any and all zoning laws, ordinances or other governmental restrictions.

TO HAVE AND TO HOLD the said real estate, as above described, together with all rights and appurtenances to the same belonging, unto Grantee and to the successors and assigns of Grantee forever. Grantor hereby covenants that Grantor and Grantor’s successors and assigns will warrant and defend the title to said real estate unto Grantee and Grantee’s successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under Grantor but none other, excepting, however, the general taxes for the calendar year 2023 and thereafter and special taxes becoming a lien after the date of this deed.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has executed these presents as of the day and year first above written.

GRANTOR:

PPM/CAMBRIDGE LLC,
a Missouri limited liability company

By: Sabina A. Holtzman
Sabina A. Holtzman, Manager

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

On this 28th day of September, 2023, before me appeared Sabina A. Holtzman, to me personally known, who being by me duly sworn did say that she is a Manager of PPM/Cambridge LLC, a Missouri limited liability company (the "Company"), and that the above instrument was signed on behalf of the Company and that said instrument is the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year first above written.

[Signature]
Notary Public

My Commission Expires:

9-13-2024



EXHIBIT A

Legal Description

A TRACT OF LAND BEING LOT 21 OF "CORPORATE SQUARE PLAT NO. 3", A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 46 NORTH, RANGE 5 EAST, AND THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 188, PAGES 88 THRU 90 OF THE ST. LOUIS COUNTY RECORDS, IN THE CITY OF CREVE COEUR, MISSOURI AND BEING FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF LINDBERGH BOULEVARD, 100 FEET WIDE, SAID POINT BEING SOUTH 0 DEGREES 34 MINUTES 00 SECONDS WEST, 411.00 FEET ALONG SAID EAST LINE FROM ITS INTERSECTION WITH THE SOUTH LINE OF LINDBERGH-WARSON INDUSTRIAL CENTER ADDITION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 119, PAGES 32 AND 33 OF THE ST. LOUIS COUNTY RECORDS; THENCE LEAVING SAID EAST LINE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS EAST, 29.79 FEET TO A POINT; THENCE NORTH 0 DEGREES 45 MINUTES 00 SECONDS EAST 30.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS EAST 400.00 FEET TO A POINT; THENCE NORTH 0 DEGREES 45 MINUTES 00 SECONDS EAST 10.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS EAST, 89.75 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET AN ARC DISTANCE OF 55.31 FEET (CHORD OF SOUTH 83 DEGREES 58 MINUTES 06 SECONDS EAST, 55.23 FEET); THENCE SOUTH 0 DEGREES 45 MINUTES 00 SECONDS WEST 361.80 FEET TO A POINT; THENCE NORTH 89 DEGREES 15 MINUTES 00 SECONDS WEST, 577.24 FEET TO A POINT ON SAID EAST LINE OF LINDBERGH BOULEVARD; THENCE ALONG SAID EAST LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,960.08 FEET AN ARC DISTANCE OF 121.18 FEET (CHORD OF NORTH 2 DEGREES 20 MINUTES 16 SECONDS EAST, 121.16 FEET) TO THE POINT OF TANGENT; THENCE NORTH 0 DEGREES 34 MINUTES 00 SECONDS EAST, 205.77 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE SURVEY BY THE CLAYTON ENGINEERING COMPANY AUGUST, 1997.

EXHIBIT B

Permitted Exceptions

1. The lien of the general taxes for the year 2023, and thereafter, none now due or payable.
2. General and/or Special Taxes by the City of Creve Coeur, if any, none now due and payable.
3. Building lines, easements, covenants and restrictions established by the plat recorded in Plat Book 152, Page 46 and Plat Book 188, Page 88.
4. Easement granted to Union Electric Company, according to instrument recorded in Book 6654 Page 109 and Book 6710, Page 2127.
5. Easement granted to the Metropolitan St. Louis Sewer District, according to instrument recorded in Book 6626, Page 1137, Book 6626, Page 1140 and Book 6712, Page 142.
6. Easement granted to Corporate Square Development Company for electrical service lines by the instrument recorded in Book 7069, Page 854.
7. Terms, provisions and easements established by the Driveway Easement Agreement dated June 29, 1978 and recorded in Book 7069, Page 833.
8. Terms, provisions and easements established by the Pond Maintenance Agreement dated June 29, 1978 and recorded in Book 7069, Page 840, including a provision for maintenance of the "Pond".
9. Easement granted to Southwestern Bell Telephone Company, according to instrument recorded in Book 7851, Page 1084.
10. Easement granted to Laclede Gas Company, according to instrument recorded in Book 21872, Page 2340.
11. Charges and assessments by Trustees of said Subdivision, and sewer service charges, if any.

2023100400673

CERTIFIED-FILED FOR RECORD

10/4/2023 1:53:47PM

Gerald Smith
Recorder of Deeds
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 7
RECORDING FEE: \$39.00

THIS DOCUMENT WAS ERECORDED

Gerald Smith, Recorder of Deeds
ST. LOUIS COUNTY MISSOURI
41 S Central Ave, Clayton, MO 63105

Type of Instrument: WARRANTY DEED

Grantor: METRO CREVE COEUR LLC

Grantee: SPIRIT LEX RE LLC

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

RECORDER OF DEEDS DOCUMENT CERTIFICATION

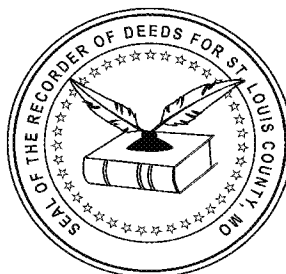
STATE OF MISSOURI)
 SS.
COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 7 pages, (this page inclusive), was filed for record in my office on the 4 day of October 2023 at 1:53 pm and is truly recorded as the document number printed above.

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

NEW ALIAS

Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

20,320,536

(Space above reserved for Recorder of Deeds certification)

MISSOURI RECORDING COVER SHEET

Document Title: Special Warranty Deed

Document Date: October 4, 2023

When Recorded Return To: Simpson
First American Title Insurance Company
National Commercial Services
101 S. Hanley Rd., Suite 575
St. Louis, Missouri 63105
File No. NCS- 1191031

Grantor's Name and Address: METRO CREVE COEUR, L.L.C.
c/o Hutkin Properties Group, LLC
10829 Olive Boulevard, Suite 200
St. Louis, MO 63141
Attn: David S. Hutkin

Grantee's Name and Address: SPIRIT LEX RE, LLC
c/o Gurley Leep Automotive Management Corp.
5201 N. Grape Road
Mishawaka, IN 46545
Attn: Chris A. Pustelak

Legal Description: See **Exhibit A** attached hereto and incorporated herein

Prior Reference: N/A

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo. of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Special Warranty Deed. In the event of a conflict between the provisions of the attached Special Warranty Deed and the provisions of this cover page, the attached Special Warranty Deed shall prevail and control.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of October 4, 2023, by and between **METRO CREVE COEUR, L.L.C.**, a Missouri limited liability company, having an address of c/o Hutkin Properties Group, LLC, 10829 Olive Boulevard, Suite 200, St. Louis, Missouri 63141, Attn: David S. Hutkin (“**Grantor**”), and **SPIRIT LEX RE, LLC**, an Indiana limited liability company, having an address of c/o Gurley Leep Automotive Management Corp., 5201 N. Grape Road, Mishawaka, IN 46545, Attn: Chris A. Pustelak (“**Grantee**”).

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and agreed, does hereby **BARGAIN AND SELL** and **CONVEY AND CONFIRM** unto Grantee, in fee simple, that certain land located in the County of St. Louis, Missouri, being more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, together with all rights, privileges, and interests appertaining to the land and any and all improvements and fixtures located on or about the land, and all of Grantor’s rights, title and interests, if any, in and to all abutting roads and rights of way and all reversionary rights therein, and in and to all appurtenant easements, if any.

SUBJECT ONLY TO the matters set forth on Exhibit “B” attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said real estate, as above described, together with all rights and appurtenances to the same belonging, unto Grantee and to the successors and assigns of Grantee forever. Grantor hereby covenants that Grantor and Grantor’s successors and assigns will warrant and defend the title to said real estate unto Grantee and Grantee’s successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under Grantor but none other, excepting, however, the general taxes for the calendar year 2023 and thereafter and special taxes becoming a lien after the date of this deed.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has executed these presents as of the day and year first above written.

GRANTOR:

METRO CREVE COEUR, L.L.C.,
a Missouri limited liability company

By: 
Name: Thomas Wilcher
Title: Manager

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

On this 4th day of October, 2023, before me appeared Thomas Wilcher, to me personally known, who being by me duly sworn did say that he is the Manager of Metro Creve Coeur, L.L.C., a Missouri limited liability company (the “**Company**”), and that the above instrument was signed on behalf of the Company and that said instrument is the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year first above written.


Notary Public

My Commission Expires:

5-27-25

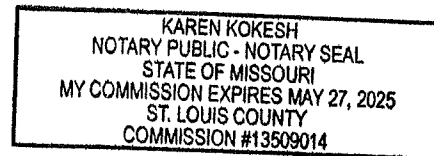


EXHIBIT A

Legal Description

LOT 23 OF CORPORATE SQUARE PLAT NO. 3, ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK 188 PAGE 88 THROUGH 90 OF THE ST. LOUIS COUNTY,
MISSOURI, RECORDS.

EXHIBIT B

Permitted Exceptions

1. The lien of the general taxes for the year 2023, and thereafter.
2. General and/or Special Taxes by the City of Creve Coeur, if any
3. Building lines, easements, covenants and restrictions established by the plat recorded in Plat Book 152, Page 46.
4. Building lines, easements, covenants and restrictions established by the plat recorded in Plat Book 188, Page 88 and Surveyors Affidavit recorded January 11, 1980 in Book 7224, Page 2286.
5. Easement granted to Union Electric Company, according to instrument recorded in Book 6654, Page 109.
6. Conditions, covenants, restrictions, reservations and easements contained in the Protective Agreement Relative to Property of Corporate Square Development Company in the County of St. Louis State of Missouri, known as Corporate Square Office Park, by Corporate Square Development Company, a Joint Venture, dated August 8, 1973 and recorded August 16, 1973 in Book 6682, Page 429.
7. Amendment No. 1 to Protective Agreement Relative to Property of Corporate Square Development Company in the County of St. Louis State of Missouri, known as Corporate Square Office Park dated October 31, 1973 and recorded November 2, 1973 in Book 6698, Page 208.
8. Amendment No. 2 to Protective Agreement Relative to Property of Corporate Square Development Company in the County of St. Louis State of Missouri, known as Corporate Square Office Park dated February 27, 1979 and recorded March 2, 1979 in Book 7138, Page 1913.
9. Amendment No. 3 to Protective Agreement Relative to Property of Corporate Square Development Company in the County of St. Louis State of Missouri, known as Corporate Square Office Park dated March 11, 1985 and recorded March 15, 1985 in Book 7728, Page 530.
10. Amendment No. 4 to Protective Agreement Relative to Property of Corporate Square Development Company in the County of St. Louis State of Missouri, known as Corporate Square Office Park dated February 9, 1987 and recorded February 9, 1987 in Book 8064, Page 1560.

11. Amendment No. 5 to Protective Agreement Relative to Property of Corporate Square Development Company in the County of St. Louis State of Missouri, known as Corporate Square Office Park dated April 13, 1998 and recorded May 4, 1998 in Book 11579, Page 1605.
12. Amendment No. 6 to Protective Agreement Relative to Property of Corporate Square Development Company in the County of St. Louis State of Missouri, known as Corporate Square Office Park dated April 30, 1998 and recorded May 4, 1998 in Book 11579, Page 1608.
13. Easement granted to Union Electric Company, according to instrument recorded in Book 6710, Page 2127.
14. Easement granted to the Metropolitan St. Louis Sewer District, according to instrument recorded in Book 6712, Page 140.
15. Driveway Easement by and between Sarakreek Beta B.V., a Netherland corporation and Corporate Square Development company, a Missouri joint venture, dated Jun 29, 1978 and recorded June 29, 1978 in Book 7069, Page 833.
16. Pond Maintenance Agreement by and between Sarakreek Beta B.V., a Netherland corporation and Corporate Square Development company, a Missouri joint venture, dated June 29, 1978 and recorded June 29, 1978 in Book 7069, Page 840.
17. Easement Deed by and between Corporate Square Development Company, a Joint Venture and American Family Mutual Insurance Company, a Wisconsin corporation, dated January 24, 1979 in Book 7131, Page 199.
18. Easement granted to Union Electric Company, according to instrument recorded in Book 7378, Page 868.
19. Terms and provisions of the unrecorded Lease dated as of December 15, 2006, by and between Metro Creve Coeur, L.L.C., as Landlord, and Triad Catalog Co., L.L.C., d/b/a Soft Surroundings, as Tenant; as amended by First Amendment, dated as of September 30, 2010; Second Amendment, dated as of January 31, 2012; Third Amendment, dated as of August 2, 2012; and Fourth Amendment, dated as of June 4, 2020.
20. Temporary Slope and Construction License, according to instruments recorded in Book 22185, Page 409 and Book 22185, Page 416.
21. Charges and assessments by Trustees of said Subdivision, sewer service charges, sewer lateral charges, roadway maintenance assessments and/or public water supply district charges and assessments, if any.

November 13, 2023

City of Creve Coeur
300 North New Ballas Road
Creve Coeur, MO 63141

Attention: Ms. Bethany L. Moore, City Planner

RE: Application #23-035 and #23-036: Spirit Lexus Conditional Use Permit with Site Development Plan and Boundary Adjustment (Consolidation) Plat

Dear Bethany,

We are pleased to offer the following written Response:s to your comments contained within your departmental letter, dated 11/3/2023.

Site Development Plan:

1. On sheet C1.0 in the “Site Data” box please add the calculation for the number of allowable/proposed service bays per section 405.470 A.11.

Response: The calculations for the service bays has been added to the Site Data.

2. Please provide an Existing Conditions sheet for the site.

Response: An Existing Conditions Plan has been added as Sheet C2.0.

3. Please provide material details and elevations of the trash enclosure to confirm compliance with Section 405.470 A.11.c.

Response: We have included material details and elevations for the trash enclosure in this submittal.

4. Staff would like more information on the parking and display vehicle areas. Is there a designated area for customer and parking? Which parking spaces are reserved for display vehicles? What is the number of proposed display vehicles? Please designate these areas on the site plan.

Response: We have added a ‘Parking Plan’ to Sheet C1.0 of the submittal designating these areas.

5. There does not appear to be direct access from the sidewalk to the building’s entrance per section 405.730A.1.b. Please add a pedestrian connection.

Response: We have added direct access to the building’s entrance.

6. On sheet C2.0 the sidewalks are shown as 5 feet. Per section 405.730A.1 they should either be 6 or 8 feet wide if used as a curb stop. Please revise.

Response: The sidewalks have been revised to note 6' sidewalks. Parking bumpers have been included along portions of the sidewalk to keep cars from overhanging and impeding the pedestrian path. We have relabeled this as Sheet C3.0, after the addition of the Existing Conditions Plan.

7. Please make any changes necessary to reflect the improvements MoDOT is proposing along Lindbergh Boulevard and Corporate Square Drive.

Response: We have sketch in via PDFs provided of the MoDOT work. We have also added a note on Sheet C3.0 that the new sidewalk along Corporate Square Drive is to be coordinated and connected with proposed MoDOT sidewalk.

8. Has there been any inquires to MSD about the existing pond and the plans to fill it in? Are any environmental clearances or habitat surveys needed before it can be removed?

Response: We have submitted to MSD for a Conceptual Review. There are no environmental clearances or habitat surveys required from their review.

Architectural Elevations:

1. Staff is asking that the stone material on the front facade be incorporated on all sides of the building and that more of this material be used on each façade.

Response: Enclosed are revised elevations of the building, with additional stone.

2. Creve Coeur's Design Guidelines call for architecture that fits in with surrounding buildings, is unique to Creve Coeur and gets away from corporate branding. This is something that is missing with the architecture/material designs for this building.

Response: Enclosed are revised elevations of the building, with additional stone.

3. Staff has concerns with the design of the three-service bay entry doors facing Lindbergh Blvd. based on the submitted drawings (refer to Design Guidelines, Page 10, F. Building Services). Please provide perspective renderings of the new building to make it easier to understand the visibility and integration of the service doors with the rest of the building design. For reference, the design of the service doors at the existing Lexus location is a favorable approach to this issue where the building elevation and glass service doors are highly integrated into the overall design to minimize the appearance of the service doors.

Response: Enclosed are revised elevations of the building, with additional stone.

Landscaping Plan:

1. On Sheet CL1.0 please provide the required street tree calculations for Lindbergh Boulevard and Corporate Square Drive in compliance with section 405.540.F.1.

Response: CL1.0 has been amended to include:

- a. **Corporate Square Drive = 19 street trees required; 19 street trees provided**
 - b. **Lindbergh Boulevard = 23 street trees required; 13 street trees provide. We have elected to utilize alternative placement along Lindbergh due to the prairie plantings and the presence of overhead electric lines.**
2. On Sheet CL1.0 please provide interior landscaping area dimensions for review of compliance with section 405.540.F.4.

Response: On Sheet CL1.0 we have given typical dimensions of the planting islands. Trees are provided at all parking lot landscape islands. Calculations regarding total interior island area per requirements is provided on the plan under the Landscape Summary.

3. Please provide information on the proposed underground irrigation system as required by Section 405.540.F.10.

Response: Underground irrigation system to be provided for the entire property, except at prairie locations. This has been noted on Sheet CL1.0.

4. Please provide the width of the perimeter landscaped buffer strip between the parking lot and the adjacent property for review of compliance with section 405.540.F.12.

Response: The landscape buffer strip has been dimensioned and noted on Sheet CL1.0.

5. Please provide a more complete landscaping plan showing the locations, amount, types etc for the proposed landscaping including the native materials. More information is requested for the native landscaping proposal.

Response: Details regarding the Heartland See Low growing wildflower prairie see mix has been included on CL1.0. This detail itemizes all the Grasses and Forbs as well as percentages of mix for each type. Enclosed is imagery of the existing prairie at the Danforth campus.

6. Staff would like more details on the intended native prairie landscape design. Can this area be broken into smaller sections with mowed edges for a neater appearance? Please submit representative images and a maintenance schedule. Please refer to the Old Olive 39 North Great Streets Plan for planting palette concepts that could be incorporated into your project for continuity within the 39 North District, Pages 57-59:

<https://www.crevecoeurmo.gov/DocumentCenter/View/9203/Old-Olive-Street-Road-Great-Street-Plan-Final-Report?bidId:>

Response: Mowing strips along Lindbergh have been shown and dimensioned on CL1.0. We have clarified the mow strips shown along the parking areas.

Traffic Study:

1. Has MoDOT been contacted for their input on whether a traffic study would be beneficial?

Response: MoDOT does not require a traffic study for this development.

Additional Information:

1. Have the plans been submitted to the fire district for their comments?

Response: We submitted drawings to Jason McIntosh for preliminary review. He let us know that due to a very high volume of submissions these days, pre-reviews are not possible. We will submit necessary plans for permit review to the Fire District when the design is at the appropriate level of detail to allow that submission to be made. The Fire District will ultimately review the Access and Site Plan as one submittal, and the Underground as a separate submittal.

2. When will the project be submitted to MSD for their comments? No MSD project number was found on the plans.

Response: We have submitted to MSD for a Conceptual Review and have obtained their feedback on the stormwater quality, channel protection and detention requirements. We will submit to MSD for Permit review/approval upon completion of the Improvement Plans. That submission will take place nearing the end of the entitlement process with the City. We have added the MSD Conceptual Review number to the plans.

3. What is the current ownership of the Corporate Square median? Please include information about the irrigation for the median on the plans.

Response: Corporate Square Drive is currently owned and maintained by the City of Creve Coeur. Pursuant to our discussion, the median itself is not maintained by the

City and that the irrigation and maintenance of the planned landscaping will be required to be maintained by Spirit Lexus.

4. Staff is requesting a 10-foot-wide public sidewalk/greenway easement along the street frontages to allow for the possibility of a future pathway connection in this area. If agreeable, please indicate this easement location on the site plan and consolidation plat. A condition of approval would be to provide.

Response: A 10-foot-wide easement for public sidewalk/greenway has been added to the Plat and Site Plan.

Boundary Adjustment-Lot Consolidation Plat

1. The City of Creve Coeur information block is incorrect on the plat. The chair of the Planning and Zoning Commission is Julie LaBonte, and the City Clerk is Kellie Henke. Please revise.

Response: The Plat has been updated accordingly.

2. Please correct the setbacks on the plat to reflect the setbacks for “GC” General Commercial district according to the definition for corner lots as follows, “Any corner lot shall have front yard equivalent setbacks along all street frontages. The property line opposite to the front yard line with the greater street frontage shall be considered the side yard line and the property line opposite to the front yard line with the lesser street frontage shall be considered the rear yard line.”

Response: The setbacks have been updated accordingly.

As always, we appreciate your continued assistance and support for this project. Should you have any question or comments, please feel free to call.

Sincerely,

Josh Barcus

Josh Barcus, P.E.
Senior Associate

CC: George Stock, P.E., President
Chris Pustelak, Vice President Of Operations - Gurley Leep Automotive (via email)
Chip Walker, President – Custom Facilities (via email)
Rusty Saunders, Principal – Loomis Associates (via email)
Brad Cytron, Partner – Spencer Fane LLP (via email)
Connor Walsh, Spencer Fane LLP (via email)