

**ORDINANCE #68926**  
**Board Bill No. 53**

An ordinance approving a blighting study and redevelopment plan dated April 26, 2011 for the 2924-26 Cherokee St. Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, but if it should become occupied the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available up to a ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan; and containing a severability clause.

**WHEREAS**, the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, inadequate or outmoded design and conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area and such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

**WHEREAS**, this Board has considered the "Blighting Study and Redevelopment Plan for the 2924-26 Cherokee St. Redevelopment Area" dated April 26, 2011, consisting of a Title Page; a Table of Contents Page, eighteen (18) numbered pages including Exhibits "A" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

**WHEREAS**, there is a need for the LCRA to undertake the redevelopment of the Area as a land clearance project under the Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4) RSMo, as amended; and

**WHEREAS**, the LCRA has, after considering each individual parcel of property in the Area and finding the Area to be blighted, approved the Plan and recommended approval of the Plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board; and

**WHEREAS**, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan; and

**WHEREAS**, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 RSMo, as amended, and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

**WHEREAS**, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

**WHEREAS**, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to that general plan; and

**WHEREAS**, under the provisions of the Statute, it is required that this Board take such actions as may be required to approve the Plan; and

**WHEREAS**, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

**WHEREAS**, the Plan prescribes land use and street and traffic patterns which may require, among other things, the

vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

**WHEREAS**, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

**WHEREAS**, in accordance with the requirements of Section 99.430 RSMo, as amended, this Board placed public notices in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held at the time and place designated in those notices and all those who were interested in being heard were given a reasonable opportunity to express their views; and

**WHEREAS**, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 2924-26 Cherokee St. Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated April 26, 2011 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

**SECTION TWO.** The redevelopment of the Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

**SECTION THREE.** The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

**SECTION FOUR.** The Plan (including the Blighting Report) having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of the Plan with the Minutes of this meeting.

**SECTION FIVE.** The Plan is feasible and conforms to the general plan for the City.

**SECTION SIX.** The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan, and the proposed financing plan for the Area is feasible.

**SECTION SEVEN.** The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private redevelopments to be sought pursuant to the requirements of the Statute.

**SECTION EIGHT.** The Plan provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire no property in the Area by the exercise of eminent domain.

**SECTION NINE.** None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced by the Redeveloper(s) (as defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

**SECTION TEN.** The Plan gives due consideration to the provision of adequate public facilities.

**SECTION ELEVEN.** In order to implement and facilitate the effectuation of the Plan hereby approved, it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative

responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and

- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

**SECTION TWELVE.** All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper(s)") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper(s) is a party, and shall be enforceable by the LCRA, the City and the United States of America.

**SECTION THIRTEEN.** In all contracts with private and public parties for redevelopment of any portion of the Area, Redeveloper(s) shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises (as further defined below, "MBEs") and Women's Business Enterprises ("as further defined below ("WBEs") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.
- (e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts entered into directly by Redeveloper(s).

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by Minority Group Member(s) (as defined below) who have at least fifty-one percent (51%) ownership therein. The Minority Group Member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women having at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper(s)" as used in this Section shall include heirs, successors in interest, and assigns.

**SECTION FOURTEEN.** The Redeveloper(s) may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, RSMo, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, any Redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which

shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of the Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such urban redevelopment corporation shall own property within the Area, then for a period of up to the first ten (10) years after the date such urban redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to that property. In addition to such taxes, any such urban redevelopment corporation shall for a period of up to ten (10) years make a payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the improvements located on the property during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. If such property shall be taxexempt because it is owned by the LCRA and leased to any such corporation, then such urban redevelopment corporation for such period of up to the first ten (10) years of the lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year prior to the calendar year during which such urban redevelopment corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the real property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the urban redevelopment corporation, so long as such successors shall continue to use such property as provided in the Plan and in any agreement with the LCRA. In no event shall such benefits extend beyond ten (10) years after any urban redevelopment corporation shall have acquired title to the property.

**SECTION FIFTEEN.** Any proposed modification which will substantially change the Plan must be approved by this Board in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, to the proposed land uses, to the proposed zoning, to the urban design regulations, to the use of Missouri Historic Tax Credits, or to other items which alter the nature or intent of the Plan.

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City.

**SECTION SIXTEEN.** The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

**EXHIBIT "A"**

**THE 2924-26 CHEROKEE ST. AREA  
LEGAL DESCRIPTION**

C B 1576 CHEROKEE  
35 FT X 125 FT  
CHEROKEE PLACE ADDN  
LOT 10

**PARCEL# 15760001707**

**ATTACHMENT "B"  
Form: 02/14/11**

**BLIGHTING STUDY AND REDEVELOPMENT PLAN  
FOR THE**

**2924-26 CHEROKEE ST. REDEVELOPMENT AREA**  
 PROJECT # 1557  
 April 26, 2011  
 LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
 OF THE CITY OF ST. LOUIS

MAYOR  
 FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR  
 3218-20 CHEROKEE ST. REDEVELOPMENT AREA**

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- "F" BLIGHTING REPORT

**A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT**

1. DELINEATION OF BOUNDARIES

The 2924-26 Cherokee St. Redevelopment Area ("Area") encompasses approximately 0.10 acres in the Gravois Park neighborhood of the City of St. Louis ("City") and is located on the southeast corner of the intersection of Cherokee St. and Pennsylvania Ave.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibits "B", "C" and "D" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 1576. The Area is in poor condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" "Blighting Report".

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 11.4% unemployment rate for the City for the month of February, 2011. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include an unoccupied mixed-use building.

The land uses within the Area, including the location of public and private uses, streets and other rights-of-way, is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are used primarily for residential and commercial purposes.

Residential density for the surrounding neighborhoods is approximately 20.69 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "G" Local Commercial and Office District pursuant to the Zoning Code of the City, which is incorporated in this Blighting Study and Redevelopment Plan ("Plan") by reference.

6. FINDING OF BLIGHT

The property within the Area is unoccupied and the Area is in the conditions described in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300-99.715 *et seq.* RSMo, as amended (the "Land Clearance for Redevelopment Authority Law") as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

## **B. PROPOSED DEVELOPMENT AND REGULATIONS**

### **1. DEVELOPMENT OBJECTIVES**

The primary objective of this Plan is to facilitate the redevelopment of the Area into productive residential and commercial uses.

### **2. PROPOSED LAND USE OF THE AREA**

The proposed land uses for the Area are residential and commercial uses permitted in Areas designated "G" Local Commercial and Office District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall not be permitted to use said property for the following:

pawn shops; adult bookstores; X-rated movie houses; massage parlors (unless licensed by the State of Missouri); health spas; auto and truck dealers (new or used); storefront churches; pinball and video arcades; pool halls; secondhand or junk shops; tattoo or piercing parlors; barber shops or beauty salons; truck or other equipment rentals requiring outside storage; blood donor facilities; package liquor stores; establishments selling or providing liquor and not having gross sales of at least 50% from food items at that location; restaurants which do not have indoor table service with at least 12 chairs and 3 tables or the equivalent; outdoor sales, distribution, displays, or food preparation in the public right of way; convenience stores (including grocery stores that do not have refrigeration, fresh fruits and vegetables, dairy products, and bread); laundromat or cleaners dropoff without a paid attendant employee; exterior telephones; lottery ticket sales; cigarette, cigar, or smoke shop; check cashing centers; title loans; rent-to-own stores; any use that utilizes a sales or service window or facility for customers who are walking or in vehicles, or restaurants that sell products to customers who are in cars or who consume the sold products in cars parked on the restaurant premises or sell products through a sales window to customers who are in cars or to pedestrians outside the building for immediate consumption by the customer either on or off the premises; open storage; automobile, truck, or motorized vehicle service facilities; motor fuel pumping stations; detailing or car washes; dyeing and cleaning works; private clubs and lodges; rooming and boarding houses; utility stations; utility towers; nail shops; beeper or pager shops; and billboards and signs in excess of City ordinance allowance for the business.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2010) designates it as a Neighborhood Preservation Area (NPA).

### **3. PROPOSED ZONING**

The zoning for the Area may remain "G" Local Commercial and Office District. All land coverage and building intensities shall be governed thereby.

### **4. RELATIONSHIP TO LOCAL OBJECTIVES**

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2009). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement, and improved employment opportunities.

### **5. PROPOSED EMPLOYMENT FOR THE AREA**

Approximately two (2) new permanent full time equivalent jobs should be created if the Area is redeveloped in

accordance with this Plan. The exact number of jobs created will depend upon the specific nature of the proposed redevelopment.

6. CIRCULATION

The Project Area Plan-Proposed Land Uses Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by City ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

The Redeveloper(s) shall redevelop the Area in accordance with this Plan and the Redevelopment Agreement (if any) ("Agreement"), and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper(s) in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property in the Area shall be redeveloped such that it is an attractive residential and commercial asset to the surrounding neighborhood.

b. **Urban Design Regulations**

- 1.) **Rehabilitation** shall respect the original exterior of the structures in the Area in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design. There shall be no barring, boarding, or covering of windows. There shall be installation of all new mechanical systems (HVAC, electrical of at least 200 amps, and plumbing) that meet current building codes of the City.
- 2.) **New construction** or alterations shall be positioned on the lot so that any existing recurrent building masses and spaces along the street are continued as well as the pattern of setback from the street.
- 3.) **New Exterior Materials** on facades of structures in the Area visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "PermaStone" is not permitted. A submission of all building materials shall be required prior to building permit approval.
- 4.) **Architectural Details** on existing structures in the Area shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable. Doors and storefront windows may not be obscured by bars, boards, or other coverings.
- 5.) **Roof Shapes** that are employed in a predominance of existing buildings in a block shall set the standard of compatibility for any proposed new construction or alteration.

- 6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

**c. Landscaping**

The Area shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees shall be retained, if feasible.

**d. Fencing**

Fencing in the front yards shall be limited to ornamental metal with a black matte finish. Fencing behind the building line and not facing a street may be chain link with a black matte finish, or a good quality, privacy fence provided it is not wood stockade style. Fencing facing a side street shall be ornamental metal or a good quality board fence up to six (6) feet in height provided landscaping is provided between the fence and the sidewalk.

9. **PARKING REGULATIONS**

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

Where feasible, parking shall be limited to the rear of the property in the Area off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2 ½) feet high on planting and maintained at three and one-half (3 ½) feet high at maturity.

10. **SIGN REGULATIONS**

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and agreements between the LCRA and the Redeveloper(s). A uniform signage plan must be prepared by the Redeveloper(s) for the entire project. All new signs shall be restricted to those identifying the names and/or business of the person or firm occupying the premises.

New wall signs shall not obstruct any architectural building elements, and shall project no more than eighteen (18) inches from the face of the building: Upper Level signage shall be located just below or above the top floor windows facing in any direction regardless of street orientation, shall not exceed 2% of the area of the façade on which it appears nor have letters more than one foot in height for each ten foot (10') of building height provided that the maximum shall be ten foot (10') high letters (i.e. maximum sign letter height on a fifty foot (50') high building shall be five feet (5')). Pedestrian level signage shall be below the second floor window sill of a structure and/or above the store front windows or on the sides of building perpendicular to the street. The total pedestrian level signage per business per façade shall be the lessor of fifty (50) sq. ft. on ten percent (10%) of the ground floor façade area.

Projecting signs shall be governed by the City Code, but may not obscure an architectural building element.

Canvas awnings with signs are permitted, provided they are compatible with the overall design and architectural details of the building upon which they are to be placed and are placed neatly within the window or door opening. Signage on awnings may be located on the sloping portion of the canvas awning, on the front of a canopy or on the awning valance. In no case shall signage be allowed on both an awning and a building for the same business. Logos and graphic elements may be up to ten (10) sq. ft. in size (depending on the size of the awning), while names or brand copy shall be in proportion to the size of the awning, but in no case shall lettering be more than twelve inches (12") high.

Painted wall signs, roof signs, pole signs, monument signs, moving signs, animated or flashing signs, or permanent or portable message board signs shall not be permitted in the Area, and no regular or mini billboards (free standing or mounted on structures) shall be erected or maintained in the area, except that construction and leasing signs may be maintained during construction and for a period of one (1) year after completion of improvements on any respective parcel or part thereof.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written recommendation of the LCRA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on redevelopment. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, general welfare, efficiency and economy of the City.

**C. PROPOSED SCHEDULE OF DEVELOPMENT**

It is estimated that the implementation of this Plan will take place in a single phase initiated within approximately one (1) year of approval of this Plan by City ordinance and completed within approximately two (2) years of approval of this Plan by City ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

**D. EXECUTION OF PROJECT**

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer redevelopment of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law.

All costs associated with the redevelopment of the Area will be borne by the Redeveloper(s).

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper(s). The Redeveloper must obtain State of Missouri Historic Tax Credits. The Redeveloper must invest at least \$150,000 in the project, not including acquisition.

2. PROPERTY ACQUISITION

The Project Area Plan-Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may not acquire any property in the Area by the exercise of eminent domain.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to Redeveloper(s) who shall agree to redevelop such property in accordance with this Plan and the Agreement between such Redeveloper(s) and the LCRA. Any property acquired by the LCRA and sold to Redeveloper(s) will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, RSMo. as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently unoccupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of this Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

**E. COOPERATION OF THE CITY**

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges the cooperation of the City to enable the project to be carried out in a timely manner and in accordance with this Plan.

**F. TAX ABATEMENT**

Redeveloper(s) may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, RSMo, as amended, upon application as provided therein. Such real estate tax abatement shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, any Redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for a period of up to the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for up to the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for such period of up to the ten (10) years make a payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the improvements located on the property during the calendar year prior to the calendar year during which such corporation shall have acquired title to such property. If such property shall be tax-exempt because it is owned by the LCRA and leased to any such urban redevelopment corporation, then such corporation for a period of up to the first ten (10) years of the lease shall make payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year prior to the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the real property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the urban redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any Agreement with the LCRA. In no event shall such benefits extend beyond ten (10) years after any urban redevelopment corporation shall have acquired title to the property.

**G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS**

1. LAND USE

A Redeveloper(s) shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale, rental or occupancy of any property, or any improvements erected or to be erected in the Area, or any part thereof.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper (s) shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper (s) shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the City Guidelines for Minimum Utilization of Minority Enterprises, dated January 1, 1981 as may be amended, and the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in an Agreement between the LCRA and a Redeveloper (s), which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper (s), its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

**H. MODIFICATIONS OF THIS PLAN**

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, to the proposed land uses, to the proposed zoning, to the urban design regulations, to the use of Missouri Historic Tax Credits, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the PDA.

**I. DURATION OF REGULATION AND CONTROLS**

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by City ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the St. Louis Board of Aldermen shall terminate this Plan at the end of the term then in effect, except as provided in Section G (4) of this Plan.

**J. EXHIBITS**

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

**K. SEVERABILITY**

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

**EXHIBIT "A"**

**THE 2924-26 CHEROKEE ST. AREA  
LEGAL DESCRIPTION**

C B 1576 CHEROKEE  
35 FT X 125 FT



If answer is yes, explain: Mortar is missing, the roof needs replacement, as do all mechanical systems.

The subject property \_\_\_\_\_ has  has not improper subdivision or absolute platting  
If answer is yes, explain: \_\_\_\_\_

The subject property  has \_\_\_\_\_ has not conditions which endanger life or property by fire or other cause. If answer is yes, explain: The building is unoccupied, consequently it is subject to illegal dumping and use by transients, which combine to make it a significant fire risk.

The subject property \_\_\_\_\_ does  does not retard the provision of housing accommodations  
If answer is yes, explain: \_\_\_\_\_

The subject property  does \_\_\_\_\_ does not constitute an economic liability  
If answer is yes, explain: The building is unoccupied and significantly deteriorated. It drags down the value of surrounding properties and would take significant investment to bring up to code.

The subject property \_\_\_\_\_ does  does not constitute a social liability  
If answer is yes, explain: \_\_\_\_\_

The subject property  is \_\_\_\_\_ is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: The building is unoccupied and subject illegal dumping, rat infestation, and fire.

The subject property  is \_\_\_\_\_ is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: The building is significantly deteriorated, with the deteriorated site conditions listed above.

The subject property \_\_\_\_\_ is  is not detrimental because of lack of air sanitation or open space. If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ is  is not detrimental because of high density of population.  
If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ is  is not detrimental because of overcrowding of buildings, overcrowding of land. If answer is yes, explain: \_\_\_\_\_

The subject property  has \_\_\_\_\_ has not a combination of factors that are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and . If answer is yes, explain: The unoccupied building is subject to illegal dumping and rat infestation. It is also subject to use by transients and as an unsafe play areas by neighborhood children.

Approved: June 23, 2011

**ORDINANCE NO. 68926 - EXHIBITS B, C & D**



**ORDINANCE #68927**  
**Board Bill No. 59**

An ordinance amending Ordinance #67015 approved March 14, 2006, by modifying the terms of the ten (10) year real estate tax abatement for the 2632 January Avenue in the N. Magnolia Ave./Pearl St./S. Magnolia Av./January Ave. Redevelopment Area authorized by Ordinance #67015.

**WHEREAS**, Ordinance #67015 approved a Redevelopment Plan for 2632 January Avenue in the N. Magnolia Ave./Pearl St./S. Magnolia Av./January Ave. Redevelopment Area ("Area") after finding that the area was blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive).

**WHEREAS**, the third paragraph of Section Fourteen of Ordinance #67015 provides that "if property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for up to the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have title of such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property."

**WHEREAS**, most of the property in the Area has been redeveloped, but the transfer of title of property at 2632 January Avenue, as provided for in Ordinance #67015 has not yet occurred, and it has been determined that the assessed value of that property has significantly increased since 2006 and for tax abatement to be based on the "pre-development" value of the property it should be based on the 2006 assessed value rather than the assessed value "during the calendar year preceding the calendar year" during which tax abatement is initialized.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** The third paragraph of Section Fourteen of Ordinance #67015 and Section F of the Blighting Study and Plan for the N. Magnolia Ave./Pearl St./S. Magnolia Ave./January Ave. Redevelopment Area (the "Plan") approved by Ordinance #67015 are hereby amended to read as follows:

If the property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, as of January 1, of the preceding year. In addition to such taxes, any such corporation shall for up to the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located at 2632 January Avenue as of January 1, 2006, and the payment for all other properties in the area shall be an amount based upon the assessment of the improvements during the calendar year preceding the calendar year during which such corporation shall acquire title to such other property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements thereon, during the calendar year preceding the calendar year during which such corporation shall lease such property.

**SECTION TWO.** The remainder of Section Fourteen and all other sections of Ordinance #67015 and the remainder of Section F of the Plan and all other sections of the Plan shall remain the same as approved on March 14, 2006.

**Approved: June 23, 2011**

**ORDINANCE #68928**  
**Board Bill No. 65**

An ordinance approving a blighting study and redevelopment plan dated April 26, 2011 for the 1100 Farrar St. Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as

defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that the property within the Area is partially occupied, and the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available up to a ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan; and containing a severability clause.

**WHEREAS**, the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, inadequate or outmoded design and conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area and such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

**WHEREAS**, this Board has considered the "Blighting Study and Redevelopment Plan for the 1100 Farrar St. Redevelopment Area" dated April 26, 2011, consisting of a Title Page; a Table of Contents Page, sixteen (16) numbered pages including Exhibits "A" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

**WHEREAS**, there is a need for the LCRA to undertake the redevelopment of the Area as a land clearance project under the Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4) RSMo, as amended; and

**WHEREAS**, the LCRA has, after considering each individual parcel of property in the Area and finding the Area to be blighted, approved the Plan and recommended approval of the Plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board; and

**WHEREAS**, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan; and

**WHEREAS**, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 RSMo, as amended, and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

**WHEREAS**, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

**WHEREAS**, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to that general plan; and

**WHEREAS**, under the provisions of the Statute, it is required that this Board take such actions as may be required to approve the Plan; and

**WHEREAS**, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

**WHEREAS**, the Plan prescribes land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

**WHEREAS**, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

**WHEREAS**, in accordance with the requirements of Section 99.430 RSMo, as amended, this Board placed public notices in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held at the time and place designated in those notices and all those who were interested in being heard were given a reasonable opportunity to express their views; and

**WHEREAS**, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 1100 Farrar St. Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated April 26, 2011 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

**SECTION TWO.** The redevelopment of the Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

**SECTION THREE.** The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

**SECTION FOUR.** The Plan (including the Blighting Report) having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of the Plan with the Minutes of this meeting.

**SECTION FIVE.** The Plan is feasible and conforms to the general plan for the City.

**SECTION SIX.** The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan, and the proposed financing plan for the Area is feasible.

**SECTION SEVEN.** The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private redevelopments to be sought pursuant to the requirements of the Statute.

**SECTION EIGHT.** The Plan provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire no property in the Area by the exercise of eminent domain **or otherwise**.

**SECTION NINE.** The property within the Area is currently partially occupied. All eligible occupants displaced by the Redeveloper(s) (as defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

**SECTION TEN.** The Plan gives due consideration to the provision of adequate public facilities.

**SECTION ELEVEN.** In order to implement and facilitate the effectuation of the Plan hereby approved, it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

**SECTION TWELVE.** All parties participating as owners or purchasers of property in the Area for redevelopment

("Redeveloper(s)") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper(s) is a party, and shall be enforceable by the LCRA, the City and the United States of America.

**SECTION THIRTEEN.** In all contracts with private and public parties for redevelopment of any portion of the Area, Redeveloper(s) shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises (as further defined below, "MBEs") and Women's Business Enterprises ("as further defined below ("WBEs") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.
- (e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts entered into directly by Redeveloper(s).

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by Minority Group Member(s) (as defined below) who have at least fifty-one percent (51%) ownership therein. The Minority Group Member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women having at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper(s)" as used in this Section shall include heirs, successors in interest, and assigns.

**SECTION FOURTEEN.** The Redeveloper(s) may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, RSMo, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, any Redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of the Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such urban redevelopment corporation shall own property

within the Area, then for a period of up to the first ten (10) years after the date such urban redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to that property. In addition to such taxes, any such urban redevelopment corporation shall for a period of up to ten (10) years make a payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the improvements located on the property during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. If such property shall be taxexempt because it is owned by the LCRA and leased to any such corporation, then such urban redevelopment corporation for such period of up to the first ten (10) years of the lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year prior to the calendar year during which such urban redevelopment corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the real property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the urban redevelopment corporation, so long as such successors shall continue to use such property as provided in the Plan and in any agreement with the LCRA. In no event shall such benefits extend beyond ten (10) years after any urban redevelopment corporation shall have acquired title to the property.

**SECTION FIFTEEN.** Any proposed modification which will substantially change the Plan must be approved by this Board in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan.

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City.

**SECTION SIXTEEN.** The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

**EXHIBIT "A"**

**1100 FARRAR ST.  
REDEVELOPMENT AREA LEGAL DESCRIPTION**

C. B. 1190 11TH ST  
209 FT 2 IN X 250 FT FARRAR=S RESURVEY  
BLOCK 40 BND N-FARRAR ST

**PARCEL # 11900000400**

**ATTACHMENT "B"  
Form: 04/13/11**

BLIGHTING STUDY AND PLAN  
FOR THE  
**1100 FARRAR ST. REDEVELOPMENT AREA**  
PROJECT # 1555  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
April 26, 2011

MAYOR  
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR  
1100 FARRAR ST. REDEVELOPMENT AREA**

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## EXHIBITS

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### A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

#### 1. DELINEATION OF BOUNDARIES

The 1100 Farrar St. Redevelopment Area ("Area") encompasses approximately 1.2 acres in the Hyde Park neighborhood of the City of St. Louis ("City") and is located on the south side of Farrar St. between N. 11th St. and N. 14th St.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibits "B", "C" and "D" ("Project Area Plan").

#### 2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 1190. The Area is in fair condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" "Blighting Report".

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 11.4% unemployment rate for the City for the month of February, 2011. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently approximately no within the Area.

#### 3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include a partially occupied institutional building.

The land uses within the Area, including the location of public and private uses, streets and other rights-of-way, is shown on Exhibit "B".

#### 4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are used primarily for residential purposes.

Residential density for the surrounding neighborhoods is approximately 10.27 persons per acre.

#### 5. CURRENT ZONING

The Area is currently zoned "C" Multiple Family Residential District pursuant to the Zoning Code of the City, which is incorporated in this Blighting Study and Redevelopment Plan ("Plan") by reference.

#### 6. FINDING OF BLIGHT

None of the property within the Area is occupied and the Area is in the conditions described in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300 *et seq.* RSMo, as amended (the "Land Clearance for Redevelopment Authority Law") as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

**B. PROPOSED REDEVELOPMENT AND REGULATIONS**1. REDEVELOPMENT OBJECTIVES

The primary objectives of this Plan are to eliminate blight within the Area and to facilitate the redevelopment of the Area into productive commercial uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are commercial uses permitted in zones designated "C" Multiple Family Residential District by the City of St. Louis Zoning Code. Zoning exemptions for the building are permissible. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall not be permitted to use the property within the Area for any of the following:

pawn shops, adult bookstores, X-rated movie houses, massage parlors or health spas, auto and truck dealers (new or used), pinball arcades, pool halls, secondhand or junk shops, tattoo parlors, truck or other equipment rentals requiring outside storage, blood donor facilities, free standing package liquor stores, check cashing centers, any use (except for financial institutions or pharmacies) that utilizes a sales or service window or facility for customers who are in cars, or restaurants that sell products to customers who are in cars or who consume the sold products in cars parked on the restaurant premises, or sell products through a sales window to customers who are in cars or to pedestrians outside the building for immediate consumption by the customer either on or off the premises, automobile service or stations.

Exhibit "C" (Project Area Plan-Proposed Land Use) shows the proposed uses for the Area. The General Plan for the City, which includes the "Strategic Land Use Plan" (as amended 2010) designates the Area as a Neighborhood Commerce and Neighborhood Preservation Area.

3. PROPOSED ZONING

Proposed zoning for the Area may remain "C" Multiple Family Residential District. Zoning exemptions for the building are permissible. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2010). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, light and air, sound design and arrangement, and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THE AREA

The exact number of jobs created will depend upon the specific nature of the proposed redevelopment.

6. CIRCULATION

The Project Area Plan-Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by City ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or

ordinances are required.

The Redeveloper(s) shall redevelop the Area in accordance with this Plan and the redevelopment agreement ("Agreement") (if any), and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper(s) in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet this requirement may result in suspension of tax abatement.

8. URBAN DESIGN

**a. Urban Design Objectives**

The property shall be redeveloped such that it is an attractive commercial asset to the surrounding neighborhood.

**b. Urban Design Regulations**

- 1.) Rehabilitation shall respect the original exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design
- 2.) New construction or alterations shall be positioned on their lot so that any existing recurrent building masses and spaces are continued as well as the pattern of setback from the street.
- 3.) Exterior Materials All new building materials on facades visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to approval.
- 4.) Architectural Details on existing structures shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.
- 5.) Roof Shapes. When one roof shape is employed in a predominance of existing buildings in a block, any proposed new construction or alteration should be viewed with respect to its compatibility with the existing adjacent buildings.
- 6.) Roof Materials shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

**c. Landscaping**

The Area shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, as determined by the Parks Department of the City depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. Existing, healthy trees and shrubs shall be retained, if feasible.

**d. Fencing**

New fencing may be ornamental metal, chain link or a good quality, privacy fence provided it is not wood stockade style. In no case shall the fencing have razor or brushed wire on top if it is visible from any street. In residential or commercial zoning districts and fencing across from residential uses in any zoning district new fencing in front yards or along streets shall be limited to ornamental metal or good quality privacy fencing provided it is not wood stockade style.

9. PARKING REGULATIONS

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

All permanent at-grade parking areas shall be screened on street-facing sides with a decorative wall and/or fence of masonry, cast metal, wrought iron, or a combination thereof, with eight foot masonry piers capped with appropriate stone material located at gates, corners and every twenty-five (25) feet along the perimeter. All such cast metal or wrought iron fencing must be planted with a continuous evergreen hedge at least two and one-half (2 1/2) feet high on planting and which is maintained at a minimum height of three and one-half (3-1/2) feet at maturity.

If parking lots exceed twenty-five (25) spaces, three percent (3%) of the interior of the parking lots shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. These trees shall be planted on islands, the largest dimension of which shall be at least five (5) feet, planted with low-lying ground cover or other plant material.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and agreements between the LCRA and the Redeveloper(s). A uniform signage plan must be prepared by the Redeveloper(s) for the entire Area. All new signs shall be restricted to those identifying the names and/or business of the person or firm occupying the premises.

New wall signs shall not obstruct any architectural building elements, and shall project no more than eighteen (18) inches from the face of the building: Upper Level signage shall be located just below or above the top floor windows facing in any direction regardless of street orientation, shall not exceed 2% of the area of the façade on which it appears nor have letters more than one foot in height for each ten foot (10') of building height provided that the maximum shall be ten foot (10') high letters (i.e. maximum sign letter height on a fifty foot (50') high building shall be five feet (5')). Pedestrian level signage shall be below the second floor window sill of a structure and/or above the store front windows or on the sides of building perpendicular to the street. The total pedestrian level signage per business per façade shall be the lessor of fifty (50) sq. ft. on ten percent (10%) of the ground floor façade area.

Projecting signs shall be governed by the City Code, but may not obscure an architectural building element.

Canvas awnings with signs are permitted, provided they are compatible with the overall design and architectural details of the building upon which they are to be placed and are placed neatly within the window or door opening. Signage on awnings may be located on the sloping portion of the canvas awning, on the front of a canopy or on the awning valance. In no case shall signage be allowed on both an awning and a building for the same business. Logos and graphic elements may be up to ten (10) sq. ft. in size (depending on the size of the awning), while names or brand copy shall be in proportion to the size of the awning, but in no case shall lettering be more than twelve inches (12") high.

One ground or monument sign per use may be permitted provided it does not exceed ten (10) feet in height nor exceed fifty (50) square feet per side, and provided the LCRA confirms that such a sign is required based upon the use, location or siting of the structure.

Painted wall signs, roof signs, pole signs, moving signs, animated or flashing signs, or permanent or portable message board signs shall not be permitted in the Area, and no regular or mini billboards (free standing or mounted on structures) shall be erected or maintained in the area, except that construction and leasing signs may be maintained during construction and for a period of one (1) year after completion of improvements on any respective parcel of the Area or part thereof.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written recommendation of the LCRA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on redevelopment. The cost of such utility improvements will be borne by the Redeveloper(s).

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When redeveloped in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious redevelopment that promotes the health, safety, morals, order, convenience, prosperity, general welfare, efficiency and economy of the City.

**C. PROPOSED SCHEDULE OF REDEVELOPMENT**

It is estimated that the implementation of this Plan will take place in multiple phases initiated within approximately two (2) years of approval of this Plan by City ordinance and completed within approximately four (4) years of approval of this Plan by City ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

**D. EXECUTION OF PROJECT**

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer redevelopment of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law.

All costs associated with the redevelopment of the Area will be borne by the Redeveloper(s).

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper(s).

2. PROPERTY ACQUISITION

The Project Area Plan-Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may not acquire any property in the Area by the exercise of eminent domain.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper(s) who shall agree to redevelop such property in accordance with this Plan and the agreement between such Redeveloper(s) and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper(s) will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently partially occupied. All eligible occupants displaced as a result of the implementation of this Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

**E. COOPERATION OF THE CITY**

Te City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges the cooperation of the City to enable the project to be carried out in a timely manner and in accordance with this Plan.

**F. TAX ABATEMENT**

A Redeveloper(s) may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 -99.715, RSMO, as amended, upon application as provided therein. Such real estate tax abatement shall not include taxes collected for any Special Business District Neighborhood Improvement District, commercial Improvement district, or other similar local taxing districts created in accordance with Missouri law, whether now existing or later created

In lieu of the ten (10) year abatement outlined above, any Redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or other similar local taxing districts created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for a period of up to the first ten (10) years after the date the redevelopment corporation shall acquire title to the property in the Area, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year prior to the calendar year during which the urban redevelopment corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for such period of up to the ten (10) years make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. If such property shall be taxexempt because it is owned by the LCRA and leased to any such urban redevelopment corporation, then such corporation for a period of up to the first ten (10) years of the lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year prior to the calendar year during which that corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the real property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the urban redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any Agreement with the LCRA. In no event shall such benefits extend beyond ten (10) years after any urban redevelopment corporation shall have acquired title to the property.

**G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS****1. LAND USE**

A Redeveloper(s) shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale, rental or occupancy of any property, or any improvements erected or to be erected in the Area, or any part thereof.

**2. CONSTRUCTION AND OPERATIONS**

A Redeveloper(s) shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

**3. LAWS AND REGULATIONS**

A Redeveloper(s) shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the City Guidelines for Maximum Utilization of Minority Enterprises dated January 1, 1981, as may be amended, and the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in an Agreement between the LCRA and a Redeveloper(s), which Agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper(s), its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

**H. MODIFICATIONS OF THIS PLAN**

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, redevelopment schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the PDA.

**I. DURATION OF REGULATION AND CONTROLS**

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by City ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the St. Louis Board of Aldermen shall terminate this Plan at of the end of the term then in effect, except as provided in Section G (4) of this Plan.

**J. EXHIBITS**

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

**K. SEVERABILITY**

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

**EXHIBIT "A"**

**1100 FARRAR ST.  
REDEVELOPMENT AREA LEGAL DESCRIPTION**

C. B. 1190 11TH ST  
209 FT 2 IN X 250 FT FARRAR=S RESURVEY  
BLOCK 40 BND N-FARRAR ST

**PARCEL # 11900000400**

See attached Exhibits B, C & D

**EXHIBIT "E"  
FORM: 03/10/08**

**EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper(s) (which term shall include Redeveloper(s), any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper(s) is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper(s) shall contractually require its contractors and subcontractors to comply with such laws.



present condition and use. If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_X\_\_\_\_\_ is \_\_\_\_\_ is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: The unoccupied building suffers from a significant amount of deferred maintenance and will require a sizable investment to bring up to code.

The subject property \_\_\_\_\_ is \_\_\_\_\_X\_\_\_\_\_ is not detrimental because of lack of air sanitation or open space. If answer is yes, explain: \_\_\_\_\_

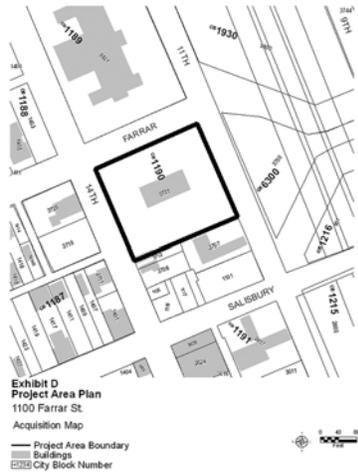
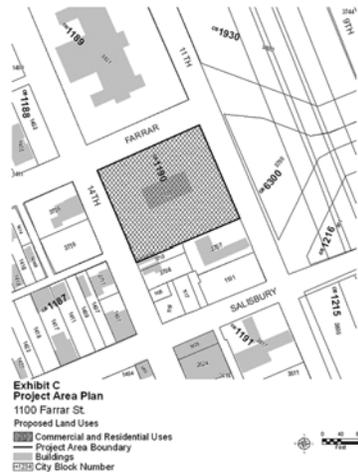
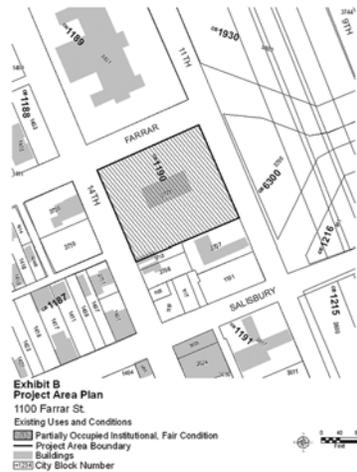
The subject property \_\_\_\_\_ is \_\_\_\_\_X\_\_\_\_\_ is not detrimental because of high density of population. If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ is \_\_\_\_\_X\_\_\_\_\_ is not detrimental because of overcrowding of buildings, overcrowding of land. If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ has \_\_\_\_\_X\_\_\_\_\_ has not a combination of factors that are conducive to ill health, transmission of disease, infant mortality, and juvenile delinquency. If answer is yes, explain: \_\_\_\_\_

Approved: June 23, 2011

ORDINANCE NO. 68928 - EXHIBITS B, C & D



**ORDINANCE #68929**  
**Board Bill No. 7**  
**Committee Substitute**

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate the 6500 block of Scanlan Avenue as "Francis R. Slay Way."

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

**SECTION ONE.** Pursuant to the provisions of Ordinance 65233, the 6500 block of Scanlan Avenue shall hereafter be honorarily designated as "Francis R. Slay Way." The Director of Streets shall erect an honorary street-name sign at Scanlan Avenue, which sign shall read "Francis R. Slay Way." All costs associated with this ordinance shall be funded through private funds.

**Unsigned**

**ORDINANCE #68930**  
**Board Bill No. 34**

An ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the Mayor, on behalf of the City, to make application to the United States Department of Housing and Urban Development ("HUD") pursuant to Section 108 of Title I of the Housing and Community Development Act of 1974, as amended (the "Act") to refinance the City's existing Section 108 Loan pertaining to the Downtown Convention Center Hotel (the "Existing Section 108 Loan") with a new loan (the "New Section 108 Loan"); authorizing and directing the Mayor and the Comptroller, on behalf of the City, to execute any contracts, promissory notes, or other loan documents with HUD necessary to refinance the Existing Section 108 Loan and obtain the New Section 108 Loan; appropriating the New Section 108 Loan proceeds to the repayment of the Existing Section 108 Loan; pledging the Convention Headquarters Hotel Special Allocation Fund of the City of St. Louis to the repayment of the New Section 108 Loan; authorizing and directing the Mayor and the Comptroller, on behalf of the City, to enter into and execute an Amendment to the Redevelopment Agreement (as herein defined), between the City and Convention Center Hotels Acquisition Company, LLC; prescribing the form and details of said agreement; authorizing certain other actions of City officials; and containing an emergency clause and a severability clause.

**WHEREAS**, The City of St. Louis, Missouri (the "City"), is a body corporate and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of its charter, the Constitution and laws of the State of Missouri; and

**WHEREAS**, the Renaissance Grand Convention Center Hotel & Suites (the "Downtown Convention Center Hotel" or "Hotel" or "Project") is a hotel located generally at 800 Washington Avenue in the City; and

**WHEREAS**, the City did previously obtain the Existing Section 108 Loan in the initial principal amount of Fifty Million Dollars (\$50,000,000) from HUD to be used and appropriated towards the development of the Project; and

**WHEREAS**, the Board of Aldermen expects, based upon the advice of the City's staff and advisors, that the refinancing of the variable rate Existing Section 108 Loan with the fixed-rate New Section 108 Loan will result in net interest savings; and

**WHEREAS**, the Board of Aldermen hereby determines that it is in the best interest of the City to pledge certain or all funds in and to be deposited in the Convention Headquarters Hotel Special Allocation Fund of St. Louis (the "Special Allocation Fund") established by the Board of Aldermen, to the payment of the principal and interest due on the Existing Section 108 Loan; and

**WHEREAS**, the City did previously enter into that certain Redevelopment Agreement dated as of December 1, 2000 and recorded at Book 1669 Page 2672 of the Office of the Recorder of Deeds of the City, by and between the City and Historic Restoration Incorporated, a Louisiana corporation, Washington Avenue Historic Developer, L.L.C., a Missouri limited liability company, Gateway Hotel Partners, L.L.C., a Missouri limited liability company and Gateway Tower Partners, L.L.C., a Missouri limited liability company, with respect to the redevelopment and ownership of the Project (the "Original Redevelopment Agreement"); and

**WHEREAS**, the Original Redevelopment Agreement obligated the "Developer" named therein to pay to the City certain "Pilots" and "Additional Payments" (as defined in the Original Redevelopment Agreement), which obligation or obligations were secured by Deeds of Trust (as defined in the Original Redevelopment Agreement), which did bind future owners of the Hotel; and

**WHEREAS**, following a foreclosure of the Hotel by the bondholders, Convention Center Hotels Acquisition Company, LLC (“CCHAC”), a Missouri limited liability company, is now the owner of the Hotel and is obligated to pay the Pilots and Additional Payments; and

**WHEREAS**, the City and CCHAC entered into that certain Addendum to Redevelopment Agreement dated as of December 30, 2009 (the “Addendum”; the Original Redevelopment Agreement as modified by the Addendum being the “Redevelopment Agreement”); and

**WHEREAS**, in order to encourage the continued function and operation of the Hotel, which will benefit the City through the creation and retention of jobs (among other benefits), CCHAC has requested that the City modify or restructure certain terms of the Redevelopment Agreement; and

**WHEREAS**, in connection with the transactions described herein, the City and the Hotel Owner intend to enter into an Amendment to the Redevelopment Agreement (the “Amendment”) in order to carry out such transactions; and

**WHEREAS**, the Board of Aldermen hereby determines that the terms of the Amendment are acceptable and that the execution, delivery and performance by the parties thereto of their respective obligations thereunder are in the best interests of the City and the health, safety, morals and welfare of its residents.

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

**SECTION ONE.** The Mayor, on behalf of the City of St. Louis, is hereby authorized and directed to submit an application to refinance the Existing Section 108 Loan and to elect optional redemption pursuant to Section 3.03 of the Trust Agreement of the Existing Section 108 Loan and defeasance pursuant to Section 3.07 of the Trust Agreement of the Existing Section 108 Loan.

**SECTION TWO.** The Mayor and the Comptroller, on behalf of the City of St. Louis, are hereby authorized and directed to execute any contracts, promissory notes or other loan documents with HUD necessary to refinance the Existing Section 108 Loan with the New Section 108 Loan, upon such terms as the Mayor and the Comptroller shall deem to be reasonably appropriate in their discretion.

**SECTION THREE.** The proceeds of the New Section 108 Loan are hereby appropriated to repay the outstanding principal and interest on the Existing Section 108 Loan.

**SECTION FOUR.** The City’s obligation to pay principal and interest to HUD under any promissory note(s) with respect to the New Section 108 Loan shall be secured in part by a pledge of all funds in and to be deposited in the Special Allocation Fund.

**SECTION FIVE.** The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Amendment in the form substantially similar to that attached hereto as Exhibit A, and the City Register is hereby authorized and directed to attest to the Amendment and to affix the seal of the City thereto. The Amendment shall be in substantially similar form to that attached hereto, with such changes therein as shall be approved by the Mayor and Comptroller executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

**SECTION SIX.** The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions as may be necessary and appropriate in order to carry out the transactions described herein, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

**SECTION SEVEN.** The Mayor and the Comptroller or their designated representatives, with the advice and concurrence of the City Counselor and after approval by the Board of Estimate and Apportionment, are hereby further authorized and directed to make any changes to the documents, agreements and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such changes by the Mayor and the Comptroller or their designated representatives.

**SECTION EIGHT.** 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 independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been

unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

**SECTION NINE.** The Board of Aldermen hereby finds and determines that this ordinance constitutes an “emergency measure” pursuant to Article IV, Section 20 of the City Charter, because this Ordinance makes an appropriation of for the payment of principal and interest on the public debt in the form of the Existing Section 108 Loan and the New Section 108 Loan, and as such, this Ordinance shall take effect immediately upon its approval by the Mayor as provided in Article IV, Section 20 of the City Charter.

**EXHIBIT A**

**AMENDMENT TO REDEVELOPMENT AGREEMENT**

Space Above for Recorder’s Use Only

**DOCUMENT COVER SHEET**

**TITLE OF DOCUMENT:** Amendment to Redevelopment Agreement

**DATE OF DOCUMENT:** \_\_\_\_\_, 2011

**GRANTOR(S):** City of St. Louis  
1200 Market Street  
St. Louis, MO 63103

**GRANTEE(S):** Convention Center Hotels Acquisition Company, LLC  
UMB Bank, N.A., as Trustee  
Corporate Trust and Escrow Services  
1010 Grand Blvd., 4th Floor  
Kansas City, MO 64106  
Attn: Mark Flannagan

**LEGAL DESCRIPTION:** See Exhibit A

**REF. BOOK & PAGE:** N/A

After recording return to:  
David G. Richardson  
Husch Blackwell LLP  
190 Carondelet Plaza, Ste 600  
St. Louis, MO 63105  
314-480-1500

**AMENDMENT TO REDEVELOPMENT AGREEMENT**

THIS AMENDMENT TO REDEVELOPMENT AGREEMENT (the “Amendment”) is dated as of this \_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF ST. LOUIS, MISSOURI, a city and political subdivision duly organized and existing under its Charter and the Constitution and laws of the State of Missouri (the “City”), and CONVENTION CENTER HOTELS ACQUISITION COMPANY, LLC, a Missouri limited liability company (“CCHAC”). (All capitalized terms used and not otherwise defined herein shall have the meaning set forth in the Redevelopment Agreement, as defined herein).

**WITNESSETH:**

WHEREAS, the Renaissance Grand Convention Center Hotel & Suites (the “Downtown Convention Center Hotel” or “Hotel” or “Project”) is a hotel located generally at 800 Washington Avenue in the City; and

WHEREAS, in order to aid in the redevelopment of the Project, the City did previously apply for, utilize and receive

\$50,000,000 in Section 108 Loan Guarantee Funds (the "Existing Section 108 Loan") from the United States Department of Housing and Urban Development ("HUD"), pursuant to Section 108 of Title I of the Housing and Community Development Act of 1974, as amended (the "Act") as provided in Ordinances No. 64445 and 64907; and

WHEREAS, CCHAC, on behalf of bondholders (the "Bondholders") owning \$98,000,000 of Senior Lien Revenue Bonds (St. Louis Convention Center Headquarters Hotel Project, Series 2000A (the "Bonds") issued in 2000 by The Industrial Development Authority of the City of St. Louis, Missouri, acquired through foreclosure (the "Foreclosure") certain real property legally described on Exhibit A attached hereto and incorporated herein by this reference (the "CCHAC Property"), which CCHAC Property represents a portion of the Hotel Property (as defined hereinafter);

WHEREAS, the City did previously enter into that certain Redevelopment Agreement dated as of December 1, 2000 and recorded at Book 1669 Page 2672 of the Office of the Recorder of Deeds of the City, by and between the City and Historic Restoration Incorporated, a Louisiana Corporation ("HRI"), Washington Avenue Historic Developer, L.L.C., a Missouri limited liability company ("WAHCD"), Gateway Hotel Partners, L.L.C. a Missouri limited liability company ("GHP") and Gateway Tower Partners, L.L.C., a Missouri limited liability company ("GTP"; GIP together with HRI, WAHCD, and GHP being, collectively, the "Original Developer"), with respect to the redevelopment and ownership of the Project (the "Original Redevelopment Agreement") and which thereby bind the property legally described on Exhibit B attached hereto (the "Hotel Property"); and

WHEREAS, the Original Redevelopment Agreement runs with the land, and CCHAC took title to the CCHAC Property subject to the Original Redevelopment Agreement; and

WHEREAS, the Original Redevelopment Agreement obligated the "Developer" named therein to pay to the City certain "Pilots" and "Additional Payments" (as defined in the Original Redevelopment Agreement), which obligation or obligations were secured by Deeds of Trust (as defined in the Original Redevelopment Agreement), and CCHAC took title to the CCHAC Property subject to such Deeds of Trust; and

WHEREAS, the City and CCHAC entered into that certain Addendum to Redevelopment Agreement dated as of December 30, 2009 (the "Addendum"; the Original Redevelopment Agreement as revised by the Addendum being, for the purposes of this Amendment, the "Existing Redevelopment Agreement"; the Existing Redevelopment Agreement as amended by this Amendment being the "Redevelopment Agreement"), which Addendum modified the timing of CCHAC's obligations to pay Pilots and Additional Payments under the Existing Redevelopment Agreement; and

WHEREAS, the City desires to refinance the Existing Section 108 Loan pursuant to the Act (as such loan is refinanced and as may be further refinanced, refunded or amended from time to time, all in the City's sole discretion without the consent of CCHAC, the "New Section 108 Loan"); and

WHEREAS, the City and CCHAC desire to enter into this Amendment to: (i) further modify the obligations of CCHAC to make payments of Pilots and Additional Payments under the Existing Redevelopment Agreement, (ii) provide for the payment of certain costs relating to the refinancing of the Existing Section 108 Loan and the closing of the New Section 108 Loan, and (iii) carry out other actions.

NOW THEREFORE, in consideration of the foregoing, as well as the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Payment of City Costs and Expenses. At or prior to the closing of the New Section 108 Loan, CCHAC agrees to pay, on behalf of the City, all costs incurred by the City in connection with the negotiation and execution of this Agreement or the refinancing of the Existing Section 108 Loan and the making of the New Section 108 Loan, including, but not limited to, fees, costs or expenses of the City (or any officer, instrumentality or agent thereof) or its employees, consultants, attorneys, accountants, financial advisors, bankers or other professionals.

2. Adjusted Payments. Section 2 of the Addendum is hereby deleted in its entirety and replaced with the following:

(a) Without limiting the generality of the foregoing, CCHAC agrees specifically that it shall continue to make the payments of Pilots and Additional Payments (the obligation to pay combined Pilots and Additional Payments being, for any calendar year, the "Combined Payment") required of Developer under the Existing Redevelopment Agreement.

(b) Provided that CCHAC makes the Adjusted Payments (as defined herein) and otherwise observes all of the terms and conditions of the Redevelopment Agreement, the City agrees to forbear from taking any "Enforcement

Action” under any Deed of Trust until the occurrence of an Event of Default (as hereinafter defined). The term “Enforcement Action” shall mean any action by City (i) to initiate proceedings for the collection of the Combined Payment, or (ii) to repossess or sell, through judicial proceedings or otherwise, any of the collateral securing the obligations of CCHAC secured by the Deed of Trust. CCHAC has requested that City forbear from enforcing its rights against it and its assets as provided herein to provide CCHAC an additional opportunity to improve its financial condition and thereby increase its ability to meet its obligation to make Combined Payments in later years. This Amendment is at the request of CCHAC for such purpose. CCHAC acknowledges that such forbearance upon the terms set forth herein is satisfactory to CCHAC, and is in the best interest of CCHAC. Except as expressly provided herein, the Redevelopment Agreement (as it pertains to the Assumed Obligations) and the Deeds of Trust shall remain in full force and effect in accordance with their respective terms, and this Amendment shall not be construed to: (1) impair the validity, perfection or priority of any lien or security interest securing the Combined Payment and the Assumed Obligations; or (2) waive or impair any rights, powers or remedies of the City under the Redevelopment Agreement (as it pertains to the assumed Obligations) or the Deeds of Trust.

(c) The “Adjusted Payments” shall consist of each of the following payments, each of which shall be immediately due and payable on the date listed below corresponding to each:

- i. \$900,000 on or before July 18, 2011;
- ii. Beginning on December 1, 2011, and on each December 1 of each succeeding year through and including December 1, 2022, the amount of Adjusted Payment due and payable on each such date shall be equal to the interest (based on then-current interest rates) estimated by the City to be due and payable with respect to the New Section 108 Loan during the next six-month period immediately following such December 1; and
- iii. Beginning on June 1, 2012, and on each June 1 of each succeeding year through and including June 1, 2022, the amount of the Adjusted Payment due and payable on each such date shall be equal to the result of the following formula:
  - (A) An amount equal to the total amount of principal and interest (based on then-current interest rates) estimated by the City to be due and payable with respect to the New Section 108 Loan during the next six-month period immediately following such June 1;  
  
LESS
  - (B) Beginning with the June 1, 2012 payment and on each June 1 of each succeeding year, an amount equal to ninety percent (90%) of the total amount of TIF Revenues deposited by the City in the Special Allocation Fund during the immediately preceding 12-month period after subtracting from such total amount of TIF Revenues the amount of any City TIF administrative fees or hedge fees associated with the New Section 108 Loan incurred or paid within such same period; such amount shall be certified in writing by the City to CCHAC within ten (10) days following the written request for such certification made by CCHAC to the City;  
  
PLUS
  - (C) An amount equal to the amount (if any) by which the actual amount of principal and interest paid on the New Section 108 Loan during the immediately preceding twelve-month period exceeded the amounts estimated by the City in the last twelve months to calculate Adjusted Payments pursuant to Subsections (c)(ii) and (c)(iii).

Notwithstanding the foregoing formulas in Subsections (c)(ii) and (c)(iii), in no event shall the amount of any Adjusted Payment on any payment date be less than zero dollars (\$0.00) and no credit shall be applied or allowed or any offset taken against future Adjusted Payments in the event the foregoing formulas would result in a negative number.

(d) Upon the satisfaction of all of the Adjusted Payments as specified above for any given calendar year, the City agrees that the Combined Payment for such calendar year and the 20\_\_ Obligation (as such term is defined in the Deed of Trust corresponding to such year) shall be satisfied.

4. Servicing Fee. Beginning on December 31, 2012, CCHAC agrees to pay the City an annual fee in consideration for the City's servicing, administration and management of the Special Allocation Fund (the "Servicing Fee") which Servicing Fee shall be calculated and paid as follows:

- (a) The Servicing Fee shall be determined for each calendar year on December 1 (the "Determination Date") of such year and shall be payable by December 31 of such calendar year (provided that no such fee shall be payable for the calendar year 2011);
- (b) The Servicing Fee for each year shall be equal to ten percent (10%) multiplied by the result of the following formula:
  - (i) The total annual amount of principal and interest that would have been due and payable with respect to the Existing Section 108 Loan during the twelve-month period preceding December 31 of each year in question as set forth on Exhibit C attached hereto and incorporated herein by reference;  
  
LESS
  - (ii) The total annual amount of principal and interest due and payable with respect to the New Section 108 Loan during the twelve-month period preceding December 31 of each year in question.

5. Sale. In the event that the Hotel (or any portion thereof) is sold or otherwise transferred at any time or times after the date of this Amendment, for a cumulative price in excess of \$98,000,000, then CCHAC agrees that it shall, within fifteen (15) days of such sale, make a payment to the City equal to twenty-five (25%) of the amount above \$98,000,000.

6. Events of Default. The following shall each constitute an "Event of Default" for the purposes of this Amendment:

- (a) the failure of CCHAC to make all or any portion of the Adjusted Payments promptly on the date specified herein;
- (b) any breach of the restrictive covenants set forth in Section 13.12 of the Redevelopment Agreement;
- (c) any breach or default by CCHAC of its obligations hereunder or any breach, default or Event of Default by CCHAC of its Assumed Obligations;
- (d) the occurrence of any breach, default or Event of Default under any of the Deeds of Trust;
- (e) any of the representations of CCHAC contained in this Amendment was untrue when made or becomes untrue at any time hereafter.

7. Representations of the Parties.

(a) The City hereby represents that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Amendment, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Amendment constitutes the legal and valid binding obligation of the City, enforceable in accordance with its terms.

- (b) CCHAC makes the following representations and warranties:
  - (1) CCHAC is a Missouri limited liability company, in good standing and validly existing.
  - (2) CCHAC is the owner of the CCHAC Property.

- (3) CCHAC has all necessary power and authority to enter into, execute and deliver this Amendment, and to perform all of the obligations provided for it herein.

8. Indemnification and Release. CCHAC agrees to indemnify and hold the City, its employees, agents, independent contractors and consultants harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys' fees, resulting from, arising out of, or in any way connected with (i) this Amendment, (ii) the performance of the obligations of the parties hereto pursuant to this Amendment (iii) any of the ordinances or resolutions connected therewith, (iv) any legal action brought challenging the validity or effectiveness of the foregoing, or (v) any of those items specified in Section 13.9(a) of the Redevelopment Agreement.

9. Redevelopment Agreement and Deeds of Trust In Full Force and Effect. Except as expressly provided herein, the Redevelopment Agreement and the Deeds of Trust shall remain in full force and effect in accordance with their respective terms, and this Amendment shall not be construed to: (1) impair the validity, perfection or priority of any lien or security interest securing the Combined Payment and the Assumed Obligations; or (2) waive or impair any rights, powers or remedies of City under the Redevelopment Agreement or the Deeds of Trust.

10. Notices. Any notice, demand or other communication required by this Amendment to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States Mail, postage prepaid, or delivery personally,

- (a) In the case of CCHAC, to:

Convention Center Hotels Acquisition Company, LLC  
UMB Bank, N.A., as Trustee  
Corporate Trust and Escrow Services  
1010 Grand Blvd., 4th Floor  
Kansas City, MO 64106  
Attn: Mark Flannagan

In each case with a copy to:

Paul Ricotta  
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.  
One Financial Center  
Boston, MA 02111

- (b) In the case of the City, to:

City of St. Louis  
Office of the Mayor  
City Hall  
1200 Market Street, Room 200  
St. Louis, Missouri 63103  
Attention: Jeff Rainford

And:

City of St. Louis  
Office of the Comptroller  
1520 Market Street, Room 3005  
St. Louis, Missouri 63103  
Attention: Ivy-Neyland Pinkston

In each case with a copy to:

Steven Stogel  
The DFC Group  
7777 Bonhomme Ave.  
St. Louis, MO 63105

And:

David Richardson  
Husch Blackwell LLP  
190 Carondelet Plaza, Suite 600  
St. Louis, MO 63105

And:

Mark Boatman  
Armstrong Teasdale LLP  
7700 Forsyth Blvd. Suite 1800  
St. Louis, MO 63105

or to such other address with respect to such party as that party may, from time to time designate in writing and forward to the other as provided in this paragraph.

11. Miscellaneous.

(a) This Amendment shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents.

(b) The rights of CCHAC may be assigned or transferred without the express written consent of the City, provided that such assignment or transfer shall only be permitted if the assignee or transferee executes a document in form reasonably acceptable to the City acknowledging and assuming the obligations of CCHAC under this Amendment, the Redevelopment Agreement and the Deeds of Trust, and acknowledging that the Hotel Property shall remain subject to the terms and conditions of this Amendment, the Redevelopment Agreement and the Deeds of Trust.

(c) The parties agree that this Amendment shall supplement the Existing Redevelopment Agreement. Except as expressly set forth herein, the Redevelopment Agreement shall remain in full force and effect. This Amendment shall be effective when signed by the authorized agents of the parties.

(d) This Amendment may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

(e) In the event any term or provision of this Amendment is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent that the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or either of them, would not have entered into this Amendment without such term or provision, or would not have intended the remainder of this Amendment to be enforced without such term or provision.

(f) No elected or appointed official, agent, employee or representative of the City shall be personally liable to the CCHAC in the event of any default or breach by any party under this Amendment, or for any amount which may become due to any party or on any obligations under the terms of this Amendment.

[Remainder of page intentionally left blank. Signature pages to follow.]

**IN WITNESS WHEREOF**, the City and CCHAC have caused this Amendment to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

“CITY”

**CITY OF ST. LOUIS, MISSOURI**

By: \_\_\_\_\_  
Francis G. Slay, Mayor

By: \_\_\_\_\_  
Darlene Green, Comptroller

(SEAL)

Attest:

\_\_\_\_\_  
Parrie May, City Register

Approved as to Form:

\_\_\_\_\_, City Counselor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**IN WITNESS WHEREOF**, the City and the CCHAC have caused this Amendment to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

**“CCHAC”**

**CONVENTION CENTER HOTELS ACQUISITION COMPANY, LLC**, a Missouri limited liability company  
By: UMB Bank, N.A., not in its individual capacity, but solely as Trustee for holders of the Bonds, its sole member

By: \_\_\_\_\_  
Mark Flannagan, Senior Vice President

STATE OF MISSOURI     )  
  ) SS.  
\_\_\_\_\_ OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of Convention Center Hotels Acquisition Company, LLC a Missouri limited liability company, and that he is authorized to sign the instrument on behalf of said company by authority of its members, and acknowledged to me that he executed the within instrument as said company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the \_\_\_\_\_ and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**

**PARCEL I**

A tract of land being a part of City Block 170, of the City of St. Louis, Missouri and being more particularly described as follows: Beginning at the intersection of the East line of Ninth Street, 55.00 feet wide, and the North line of Washington Street, record 80.00 feet wide thence, with the said East line of Ninth Street, North 15 degrees 00 minutes 21 seconds East, a distance of 150.50 feet to the Northwest corner of the herein described tract of land; said point also being a Southwest corner of a tract of land described in a deed to St. Louis Municipal Finance Corporation in Deed Book 1001 M Page 1975 of the St. Louis City records; thence with the common line between the said St. Louis Municipal Finance Corporation tract and the herein described tract, South 75 degrees 06 minutes 20 seconds East, a distance of 50.18 feet and South 15 degrees 00 minutes 21 seconds West, a distance of 150.50 feet to a point on the aforementioned North line of Washington Street; thence, with the said North line of Washington Street, North 75 degrees 06 minutes 20 seconds West, a distance of 50.18 feet to the point of beginning.

**PARCEL II**

The perpetual appurtenant easements granted to Gateway Hotel Partners L.L.C., a limited liability company, by the Easement Agreement executed by and between Gateway Hotel Partners, L.L.C., a limited liability company, and St. Louis Municipal Finance Corporation, dated as of December 1, 2000 and recorded December 14, 2000 as Document No. 134 and in Book 1669 page 2786; the said Easement Area being more particularly described to-wit:

A tract of land in City Block 170 of the City of St. Louis, Missouri and more fully described as follows:

Commencing at the intersection of the North line of Washington Avenue, 80 feet wide, and the Eastern line of 9th Street 55 feet wide; thence along said North line of Washington Avenue South 75 degrees 06 minutes 20 seconds East 50.18 feet to the true point of beginning; thence along a line parallel to said East line of 9th Street North 15 degrees 00 minutes 21 seconds East 150.50 feet to a point; thence along a line parallel to said North line of Washington Avenue North 75 degrees 06 minutes 20 seconds West 50.18 feet to a point; thence along said East line of 9th Street North 15 degrees 00 minutes 21 seconds East 31.52 feet to a point; thence along a line parallel to said North line of Washington Avenue South 75 degrees 06 minutes 20 seconds East 36.48 feet to the P.C. of curve; thence Southeastwardly along a curve to the right having a radius of 46.0 feet, a delta angle of 90 degrees 06 minutes 41 seconds calculated (90 degrees record), a chord of 65.12 feet and bearing South 30 degrees 02 minutes 59 seconds East, and an arc distance of 72.35 feet (72.26 feet record) to the P.T. of the curve; thence along a line parallel to said East line of 9th Street South 15 degrees 00 minutes 21 seconds West 87.74 feet to a point; thence South 60 degrees 00 minutes 21 seconds West 11.34 feet to a point; thence along a line parallel to said East line of 9th Street South 15 degrees 00 minutes 21 seconds West 40.18 feet (40.13 feet record) to a point; thence along said North line of Washington Avenue North 75 degrees 06 minutes 20 seconds West 24.37 feet (24.75 feet record) to the true point of beginning.

## PARCEL III

Lot 1 of "Gateway East", a subdivision of Consolidated City Block 171, according to the plat thereof recorded in Plat Book 76 Page 2 and being more particularly described as:

Beginning at a cross found for the intersection of the East line of Ninth Street, 60 feet wide, and the North line of St. Charles Street 50 feet wide; said cross also being the Southwest corner of the herein described tract of land; thence, with the East line of said Ninth Street, North 15 degrees 02 minutes 17 seconds East a distance of 150.00 feet to the intersection with the South line of Washington Avenue 80 feet wide from which a found cross bears North 15 degrees 02 minutes 17 seconds East, a distance of 0.29 feet; thence, with the South line of Washington Avenue, South 75 degrees 06 minutes 20 seconds East a distance of 130.24 feet; thence departing aforesaid Washington Avenue, South 14 degrees 56 minutes 39 seconds West a distance of 75.18 feet; thence, North 74 degrees 51 minutes 19 seconds West a distance of 7.86 feet; thence South 14 degrees 56 minutes 06 seconds West a distance of 74.86 feet to the North line of said St. Charles Street, thence, with said North line, North 75 degrees 06 minutes 20 seconds West, a distance of 122.58 feet to the point of beginning.

## PARCEL IV

A subsurface area of land for tunnel purposes situated between City Blocks 171 and 172 and beneath Ninth Street, 60 feet wide, with a top elevation of 51.50 feet and a bottom elevation of 36.50 feet (referenced to the St. Louis City Datum), in the City of St. Louis, Missouri, conditionally vacated by Ordinance No. 64909 of the City of St. Louis, approved on April 12, 2000, said tract being more particularly described as follows:

Beginning at the intersection of the North line of St. Charles Street, 50 feet wide, and the East line of Ninth Street, 60 feet wide; thence with the said East line of Ninth Street, North 15 degrees 02 minutes 17 seconds East, a distance of 50.00 feet to the point of beginning; thence departing said East line North 74 degrees 57 minutes 43 seconds West a distance of 60 feet to a point on the West line, thence South 74 degrees 57 minutes 43 seconds East a distance of 60.00 feet to a point on the East line of aforesaid Ninth Street; thence with said East line, South 15 degrees 02 minutes 17 seconds West, a distance of 67.00 feet to the point of beginning.

## PARCEL V

Lot 1 of "Gateway West", a subdivision of Consolidated City Block 172, in City Block 172, according to the plat thereof recorded in Plat Book 76 Page 5 and being more particularly described as follows:

A tract of land being a part of Consolidated City Block 172 as recorded in Plat Book 76 Page 4 of the St. Louis City Records and being situated in the City of St. Louis, Missouri and being more particularly described as follows:

Beginning at the Southeast intersection of Washington Avenue 80 feet wide and Tenth Street 60 feet wide; thence with the South line of aforesaid Washington Avenue, South 75 degrees 06 minutes 20 seconds East a distance of 271.01 feet to the Southwest intersection of said Washington Avenue and Ninth Street 60 feet wide; thence with the West line of said Ninth Street, South 15 degrees 02 minutes 17 seconds West a distance of 150.00 feet; thence South 16 degrees 32 minutes 57 seconds West a distance of 24.23 feet; thence departing aforesaid Ninth Street, North 72 degrees 26 minutes 20 seconds West a distance of 270.83 feet to the East line of Tenth Street 60 feet wide, thence with East line of the said Tenth Street, North 16 degrees 14 minutes 34 seconds East a distance of 11.63 feet; thence North 15 degrees 01 minute 09 seconds East a distance of 150.00 feet to the point of beginning.

## PARCEL VI

Lot 2 of "Gateway East", a subdivision of Consolidated City Block 171, according to the recorded plat thereof, recorded in Plat Book 76 page 2 and being more particularly described as follows:

Commencing at a cross found for the intersection of the East line of Ninth Street, 60 feet wide, and the North line of St. Charles Street 50 feet wide; said cross also being the Southwest corner of the herein described tract of land; thence, with the East line of said Ninth Street, North 15 degrees 02 minutes 17 seconds East a distance of 150.00 feet to the intersection with the South line of Washington Avenue 80 feet wide from which a found cross bears North 15 degrees 02 minutes 17 seconds East, a distance of 0.29 feet; thence with the South line of Washington Avenue, South 75 degrees 06 minutes 20 seconds East, a distance of 130.24 feet; to the point of beginning, from which a found cross bears South 75 degrees 06 minutes 20 seconds East a distance of 0.05 feet; thence with the South line of Washington Avenue, South 75 degrees 06 minutes 20 seconds East a distance of 140.06 feet to the West line of Eighth Street 60 feet wide, thence, with the West line of said Eighth Street; thence, South 15 degrees 05 minutes 00 seconds West a distance of 150.00 feet to the Northwest intersection of said Eighth Street and St. Charles Street, 50 feet wide, a point from which a found cross bears a distance of 0.26 feet East; thence, with the North line of said St. Charles Street, North 75 degrees 06 minutes 20 seconds West,

a distance of 147.60 to a point; thence, departing said St. Charles Street, North 14 degrees 56 minutes 06 seconds East a distance of 74.86 feet; thence, South 74 degrees 51 minutes 19 seconds East a distance of 7.86 feet; thence, North 14 degrees 56 minutes 39 seconds East a distance of 75.18 feet to the point of beginning.

#### PARCEL VII

Condominium Unit HG (in City Block 171) of the St. Louis Gateway Condominium, in the City of St. Louis, Missouri, all according to and more particularly described in the St. Louis Gateway Condominium Declaration and exhibits attached thereto and recorded on March 1, 2004 in Book 03012004, page 91 and as described in the Condominium Plat attached to and referred to in said Declaration, and recorded on March 1, 2004 in Plat Book 03012004, page 92, in the Office of the Recorder of Deeds of St. Louis City, Missouri.

#### PARCEL VIII

Condominium Unit NT (in City Block 171) and Condominium Units B and C (in City Block 172) of the St. Louis Gateway Condominium, in the City of St. Louis, Missouri, all according to and as more particularly described in the St. Louis Gateway Condominium Declaration and exhibits attached thereto and recorded on March 1, 2004 in Book 03012004 page 0091 and as described in the Condominium Plat attached to and referred to in said Declaration, and recorded March 1, 2004 in Book 03012004 page 0092, in the Office of the Recorder of Deeds of St. Louis City, Missouri (together with PARCELS I, II, III, IV, V, VI & VII, the "Real Property").

### EXHIBIT B

All of blocks 171 and 172 and a portion of blocks 170 and 272 in the City of St. Louis together with surrounding portions of Washington Ave., St. Charles St., N. Tenth St., N. Ninth St. and N. Eighth St., more specifically described as follows:

Beginning at the point of intersection of the west line of N. Tenth St. (60 feet wide) and the north line of Washington Av. (80 feet wide); thence eastwardly along said north line of Washington Av. To its point of intersection with west line of N. Ninth St. (56 feet wide); thence northwardly along said west line of N. Ninth St. to its point of intersection with the westward prolongation of the north line of property in City Block 170 now, or formerly owned by the Land Clearance for Redevelopment Authority of the City of St. Louis; thence eastwardly along said westward prolongation and said north property line to its point of intersection with the east line of said property; thence southwardly along said east property line to its point of intersection with the north line of Washington Ave.; thence eastwardly along said north line of Washington Av. To its point of intersection with the northward prolongation of the east line of N. Eighth St. (60 feet wide); thence Westwardly along said eastward prolongation and said south line of St. Charles St. to its point of intersection with the East line of N. Ninth St.; thence southwardly along said east line of N. Ninth St. to its point of intersection with the eastward prolongation of the south line of a 15 foot wide east-west ally in City Block 272; thence Westwardly along said eastward prolongation, said south alley line and its westward prolongation to its point of intersection with the west line of N. Tenth St.; thence northwardly along said west line of N. Tenth St. to its point of intersection with the north line of Washington Av., the point of beginning.

### EXHIBIT C

#### **[Existing Section 108 Loan Payments]**

|                |           |
|----------------|-----------|
| August 1, 2001 | \$0       |
| August 1, 2002 | 0         |
| August 1, 2003 | 1,610,000 |
| August 1, 2004 | 1,670,000 |
| August 1, 2005 | 1,770,000 |
| August 1, 2006 | 1,890,000 |
| August 1, 2007 | 2,000,000 |
| August 1, 2008 | 2,130,000 |
| August 1, 2009 | 2,270,000 |
| August 1, 2010 | 2,410,000 |
| August 1, 2011 | 2,560,000 |
| August 1, 2012 | 2,720,000 |
| August 1, 2013 | 2,890,000 |
| August 1, 2014 | 3,080,000 |
| August 1, 2015 | 3,270,000 |

|                |           |
|----------------|-----------|
| August 1, 2016 | 3,480,000 |
| August 1, 2017 | 3,700,000 |
| August 1, 2018 | 3,930,000 |
| August 1, 2019 | 4,180,000 |
| August 1, 2020 | 4,440,000 |

**Approved: June 28, 2011**

**ORDINANCE #68931**  
**Board Bill No. 35**

An ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the Mayor, on behalf of the City, to make application to the United States Department of Housing and Urban Development (“HUD”) pursuant to Section 108 of Title I of the Housing and Community Development Act of 1974, as amended (the “Act”) to refinance the City’s existing Section 108 Loan pertaining to the Darst-Webbe (Near Southside) Hope VI Revitalization Plan (the “Existing Section 108 Loan”) with a new loan (the “New Section 108 Loan”); authorizing and directing the Mayor and the Comptroller, on behalf of the City, to execute any contracts, promissory notes, or other loan documents with HUD necessary to refinance the Existing Section 108 Loan and obtain the New Section 108 Loan; appropriating the New Section 108 Loan proceeds to the repayment of the Existing Section 108 Loan; providing partial collateral for the repayment of the New Section 108 Loan; authorizing certain other actions of City officials; and containing an emergency clause and a severability clause.

**WHEREAS**, The City of St. Louis, Missouri (the “City”), is a body corporate and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of its charter, the Constitution and laws of the State of Missouri; and

**WHEREAS**, the Darst-Webbe (Near Southside) Hope VI Revitalization Plan (the “Project”) is an urban revitalization project in the City; and

**WHEREAS**, the City did previously obtain the Existing Section 108 Loan in the initial principal amount of Twenty Million Dollars (\$20,000,000) from HUD to be used and appropriated towards the development of the Project; and

**WHEREAS**, the Board of Aldermen expects, based upon the advice of the City’s staff and advisors, that the refinancing of the variable rate Existing Section 108 Loan with the fixed-rate New Section 108 Loan will result in net interest savings; and

**WHEREAS**, the Board of Aldermen hereby determines that it is in the best interest of the City to cause St. Louis Municipal Finance Corp. (“SLMFC”) to grant to HUD a leasehold deed of trust (the “Leasehold Mortgage”) in that certain Lease dated as of October 24, 2000 between the City, as landlord, and SLMFC, as tenant, as partial collateral for the payment of the principal and interest due on the Existing Section 108 Loan; and

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

**SECTION ONE.** The Mayor, on behalf of the City of St. Louis, is hereby authorized and directed to submit an application to refinance the Existing Section 108 Loan and to elect optional redemption pursuant to Section 3.03 of the Trust Agreement of the Existing Section 108 Loan and defeasance pursuant to Section 3.07 of the Trust Agreement of the Existing Section 108 Loan.

**SECTION TWO.** The Mayor and the Comptroller, on behalf of the City of St. Louis, are hereby authorized and directed to execute any contracts, promissory notes or other loan documents with HUD necessary to refinance the Existing Section 108 Loan with the New Section 108 Loan, upon such terms as the Mayor and the Comptroller shall deem to be reasonably appropriate in their discretion.

**SECTION THREE.** The proceeds of the New Section 108 Loan are hereby appropriated to repay the outstanding principal and interest on the Existing Section 108 Loan.

**SECTION FOUR.** The City’s obligation to pay principal and interest to HUD under any promissory note(s) with respect to the New Section 108 Loan shall be secured in part by a grant of the Leasehold Mortgage by SLMFC.

**SECTION FIVE.** The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions as may be necessary and appropriate in order to carry out the transactions described herein, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their

designated representatives.

**SECTION SIX.** 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 independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being SEVEN in accord with the legislative intent.

**SECTION NINE.** The Board of Aldermen hereby finds and determines that this ordinance constitutes an “emergency measure” pursuant to Article IV, Section 20 of the City Charter, because this Ordinance makes an appropriation of for the payment of principal and interest on the public debt in the form of the Existing Section 108 Loan and the New Section 108 Loan, and as such, this Ordinance shall take effect immediately upon its approval by the Mayor as provided in Article IV, Section 20 of the City Charter.

**Approved: June 28, 2011**

**ORDINANCE #68932**  
**Board Bill No. 55**

An Ordinance recommended by the Planning Commission on May 4, 2011, to change the zoning of property as indicated on the District Map, from “F” Neighborhood Commercial District to the “D” Multiple-Family Dwelling District District, in City Blocks 631 (2115-23 N. 13th & 1303-12 Clinton Streets) & 640 (1221 Clinton Street) and from “D” Multiple-Family Dwelling District and “F” Neighborhood Commercial District to the “D” Multiple-Family Dwelling District only in City Block 632 (1301-19 Clinton Street), so as to include the described parcels of land in City Blocks 631, 632 and 640; and containing an emergency clause.

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

**SECTION ONE.** The zoning designation of certain real property located in City Blocks 631, 632 and 640 is hereby changed to the “D” Multiple-Family Dwelling District, real property being particularly described and shown in Exhibit A as follows:

**City Block 631: 1308 – 1312 CLINTON STREET.**

The Western part of Lots 6 and 7 in Block 1 of MARTHA A. WILLS SUBDIVISION, and in Block 631 of the City of St. Louis, and being more particularly described as follows: Beginning at the intersection of the South line of Clinton Street, 60 feet wide, with the East line of a North – South alley, 15 feet wide, being the Northwest corner of said Lot 7; thence along the South line of said Clinton Street North 68 degrees 22 minutes 11 seconds East a distance of 69.10 feet to a line distant 73 feet West of the West line of Thirteenth Street, 60 feet wide, as measured along the South line of Clinton Street; thence along a line parallel to the West line of Thirteenth Street South 21 degrees 40 minutes 49 seconds East a distance of 57.75 feet to the South line of said Lot 6; thence along the South line of said Lot 6 South 68 degrees 22 minutes 11 seconds West a distance of 69.12 feet to the East line of said North – South alley; thence along the East line of said North – South alley North 21 degrees 41 minutes 44 seconds West a distance of 57.75 feet to the point of beginning.

**City Block 631: 2115 – 2123 NORTH THIRTEENTH STREET.**

The Eastern part of Lots 6 and 7, and all of Lot 5 in Block 1 of MARTHA A. WILLS SUBDIVISION, and in Block 631 of the City of St. Louis, and being more particularly described as follows: Beginning at the intersection of the West line of Thirteenth Street, 60 feet wide, with the South line of Clinton Street, 60 feet wide; thence along the West line of said Thirteenth Street South 21 degrees 40 minutes 49 seconds East a distance of 82.75 feet to the Southeast corner of said Lot 5; thence along the South line of said Lot 5 South 68 degrees 22 minutes 11 seconds West a distance of 142.12 feet more or less to the Southwest corner of said Lot 5 and to the East line of an alley, 15 feet wide; thence along the East line of said alley North 21 degrees 41 minutes 44 seconds West a distance of 25 feet to the Northwest corner of said Lot 5; thence along the North line of said Lot 5 North 68 degrees 22 minutes 11 seconds East a distance of 69.12 feet to a line distant 73 feet West of the West line of Thirteenth Street, 60 feet wide, as measured along the South line of Clinton Street; thence along a line parallel to the West line of Thirteenth Street North 21 degrees 40 minutes 49 seconds West a distance of 57.75 feet to the South line of Clinton Street; thence along the South line of Clinton Street North 68 degrees 22 minutes 11 seconds East a distance of 73 feet to the point of beginning.

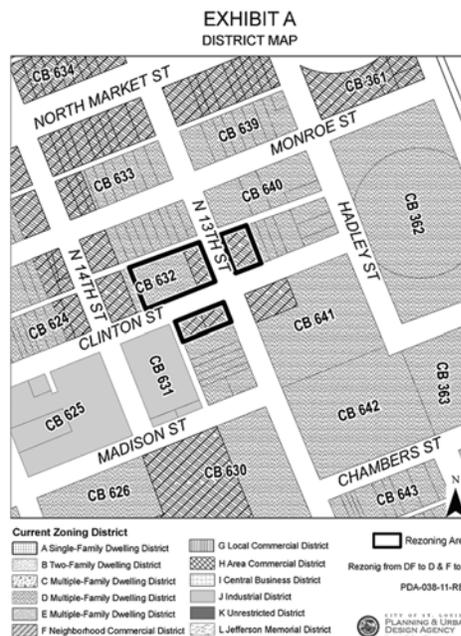
**City Block 632: 1301-19 CLINTON STREET.**

ALL OF LOTS 1, 2, 3 AND PART OF LOT 4 IN BLOCK 2 OF MARTHA A. WILLS SUBDIVISION, AND IN BLOCK 632 OF THE CITY OF ST. LOUIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF 13TH STREET, 60 FEET WIDE, WITH THE NORTH LINE OF CLINTON STREET, 60 FEET WIDE; THENCE ALONG THE NORTH LINE OF CLINTON STREET SOUTH 68 DEGREES 22 MINUTES 11 SECONDS WEST A DISTANCE OF 97.00 FEET; THENCE LEAVING SAID NORTH LINE NORTH 21 DEGREES 40 MINUTES 49 SECONDS WEST A DISTANCE OF 112.69 FEET TO THE SOUTH LINE OF AN ALLEY, 15 FEET WIDE; THENCE ALONG THE SOUTH LINE OF SAID ALLEY NORTH 68 DEGREES 22 MINUTES 11 SECONDS EAST A DISTANCE OF 97.00 FEET TO ITS INTERSECTION WITH THE WEST LINE OF SAID 13TH STREET; THENCE ALONG THE WEST LINE OF SAID 13TH STREET SOUTH 21 DEGREES 40 MINUTES 49 SECONDS EAST A DISTANCE OF 112.69 FEET TO THE POINT OF BEGINNING.

**City Block 640: 1221 CLINTON STREET.**

All of Lots 10, 11 and 12 of SCHAUMBURG'S SUBDIVISION OF OUT LOT 1 OF WRIGHT'S ESTATE and in Block 640 of the City of St. Louis, Missouri, and being more particularly described as follows: Beginning at the intersection of the North line of Clinton Street, 60 feet wide with the East line of Thirteenth Street, 60 feet wide, being also the Southwest corner of said Lot 12; thence along the West line of said Lot 12 and along the East line of Thirteenth Street North 21 degrees 40 minutes 49 seconds West a distance of 112.5 feet to the Northwest corner thereof and to the South line of an alley, 15 feet wide; thence along the South line of said alley North 68 degrees 22 minutes 11 seconds East a distance of 75 feet to the Northeast corner of said Lot 10; thence along the East line of said Lot 10 South 21 degrees 40 minutes 49 seconds East a distance of 112.5 feet to the Southeast corner thereof and to the North line of Clinton Street; thence along the North line of Clinton Street South 68 degrees 22 minutes 11 seconds West a distance of 75 feet to the point of beginning.

**SECTION 2.** This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.



Approved: July 5, 2011

**ORDINANCE #68933**  
**Board Bill No. 56**

An Ordinance recommended by the Planning Commission on May 4, 2011, to change the zoning of property as indicated on the District Map, from "K" Unrestricted District to the "J" Industrial District, in City Blocks 3458 (635 E. Clarence) and 3463 (652, 650, 644, 642, 640, 634, 626, 624, 616-18, 614, 612 & 600-06 Carrie Avenue, 601, 603, 607, 609, 613, 617-19, 621, 623, 629-31, 633-35, 647, & 645 Pope Avenue, and 6100, 6106, 6108 & 6110 Prescott Avenue), so as to include the described parcels of land in City Blocks 3458 and 3463; and containing an emergency clause.

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

**SECTION ONE.** The zoning designation of certain real property located in City Blocks 3458 and 3463 is hereby changed to the "J" Industrial District, real property being particularly described and shown in Exhibit A as follows:

**600 CARRIE: PARCEL 1:**

LOT 11 OF JOY'S SUBDIVISION AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 65 FEET ON THE SOUTH LINE OF CARRIE AVENUE, BY A DEPTH SOUTHWARDLY OF 145 FEET 2-1/2 INCHES TO AN ALLEY; BOUNDED EAST BY THE WESTERN LINE OF BULWER AVENUE.

**PARCEL 2:**

LOT 12 OF JOY'S SUBDIVISION OF BLOCK 75 OF THE O'FALLON ESTATES, AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 50 FEET ON THE SOUTH LINE OF CARRIE AVENUE, BY A DEPTH SOUTHWARDLY OF 145 FEET 2-1/2 INCHES TO AN ALLEY.

**614 CARRIE: PARCEL 6:**

THE WEST 25 FEET OF LOT 13 IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 25 FEET ON THE SOUTH LINE OF CARRIE AVENUE, BY A DEPTH SOUTHWARDLY OF 145 FEET 2-1/2 INCHES TO AN ALLEY.

**612 CARRIE: PARCEL 7:**

THE EASTERN 25 FEET OF LOT 13 OF JOY'S SUBDIVISION OF BLOCK 75 OF THE SUBDIVISION OF JOHN O'FALLON ESTATE, AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 25 FEET ON THE SOUTH LINE OF CARRIE AVENUE BY A DEPTH SOUTHWARDLY OF 145 FEET 2-1/2 INCHES TO AN ALLEY.

**601 POPE:**

ALL OF LOT 10 OF JOY'S SUBDIVISION OF BLOCK 75 OF JOHN O'FALLON'S ESTATE, AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 65 FEET ON THE NORTH LINE OF POPE AVENUE, BY A DEPTH NORTHWARDLY OF 145 FEET 2-1/2 INCHES TO AN ALLEY; BOUNDED EAST BY BULWER AVENUE.

**623 POPE: PARCEL 2:**

THE WESTERN 21 FEET OF LOT 6 OF JOY'S SUBDIVISION OF BLOCK 75 OF JOHN O'FALLON'S ESTATE, AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 21 FEET ON THE NORTH LINE OF POPE AVENUE, BY A DEPTH NORTHWARDLY OF 145 FEET 2-1/2 INCHES TO AN ALLEY.

**629 POPE: PARCEL 1:**

LOT 5 OF JOY'S SUBDIVISION OF BLOCK OF THE SUBDIVISION OF O'FALLON ESTATE, AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 50 FEET ON THE NORTH LINE OF POPE AVENUE, BY A DEPTH NORTHWARDLY OF 145 FEET 2-1/2 INCHES TO AN ALLEY.

**6100 PRESCOTT:**

THE SOUTHERN 40 FEET 2-1/2 INCHES OF LOT 1 OF JOY'S SUBDIVISION OF BLOCK 75 OF O'FALLON ESTATE, AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 40 FEET 2-1/2 INCHES ON THE EASTERN LINE OF PRESCOTT AVENUE, BY A DEPTH EASTWARDLY OF 55; BOUNDED SOUTH BY POPE AVENUE.

**6106 PRESCOTT:**

THE NORTHERN 35 FEET OF THE SOUTH 75 FEET OF LOT 1 OF JOY'S SUBDIVISION OF BLOCK 75 OF O'FALLON ESTATE, AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 40 FEET 2-1/2 INCHES ON THE EASTERN LINE OF PRESCOTT AVENUE, BY A DEPTH EASTWARDLY OF 65; BOUNDED SOUTH 40 FEET NORTH OF THE NORTH LINE BY POPE AVENUE.

**652 CARRIE:**

THE WESTERN 35 FEET OF LOT 20 OF JOY'S SUBDIVISION OF BLOCK 75 OF O'FALLON'S ESTATE, AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 35 FEET ON THE SOUTHERN LINE OF CARRIE, BY A DEPTH SOUTHWARDLY BETWEEN PARALLEL LINES OF 145 FEET 2-1/2 INCHES TO AN ALLEY, AND WEST BY PRESCOTT AVENUE.

**6108 PRESCOTT:**

PART OF LOT NO. 1 OF JOY'S SUBDIVISION OF BLOCK NO. 75 OF O'FALLON'S ESTATE AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 35 FEET ON THE EAST LINE OF PRESCOTT AVENUE, BY A DEPTH EASTWARDLY OF 65 FEET TO THE WEST LINE OF LOT NO. 2 OF SAID BLOCK AND SUBDIVISION AND BOUNDED SOUTH BY A LINE 75 FEET 2-1/2 INCHES NORTH LINE OF POPE AVENUE.

**6110 PRESCOTT:**

PART OF LOT NO. 1 OF JOY'S SUBDIVISION, AND IN OF BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 35 FEET ON THE EAST LINE OF PRESCOTT AVENUE, BY A DEPTH EASTWARDLY OF 65 FEET; BOUNDED NORTH BY AN ALLEY, EAST OF LOT 2, WEST BY PRESCOTT AVENUE AND SOUTH BY A LINE 110 FEET 2-1/2 INCHES OF THE NORTH LINE OF POPE AVENUE.

**616 CARRIE:**

LOT NO. 14 OF JOY'S SUBDIVISION IN BLOCK NO. 75 JOHN O'FALLON ESTATE, AND IN BLOCK NO. 3463 OF THE CITY OF ST. LOUIS, FRONTING 50 FEET ON THE SOUTH LINE OF CARRIE AVENUE, BY A DEPTH SOUTHWARDLY OF 145 FEET 1/2 INCHES TO AN ALLEY.

**645 POPE:**

THE WEST 30 FEET OF LOT 2 OF JOY'S SUBDIVISION AND IN BLOCK NO. 3463 OF THE CITY OF ST. LOUIS, TOGETHER FRONTING 30 FEET IN THE NORTHERN LINE OF POPE AVENUE BY A DEPTH NORTHWARDLY OF 145 FEET 2-1/2 INCHES TO AN ALLEY, ACCORDING TO SURVEY BY JUL L. MUELLER & SONS, SURVEYORS ON APRIL 11, 1978.

**635 E CLARENCE:**

A TRACT OF LAND IN CLOCK 76 OF THE SUBDIVISION OF THE O'FALLON ESTATE AND KNOWN AS CLOCK 3458 OF THE CITY OF ST. LOUIS, MORE PARTICULARLY DESCRIBED AS BEING BOUND ON THE NORTH BY POPE AVENUE, HAVING A FRONTAGE THEREON OF 310 FEET 5 INCHES; BOUNDED ON THE SOUTH BY CLARENCE AVENUE, HAVING A FRONTAGE THEREON OF 506 FEET; AND BOUNDED ON THE WEST BY PRESCOTT AVENUE, HAVING A FRONTAGE THEREON OF 310 FEET 5 INCHES.

**647 POPE:**

EAST PART OF LOT 2 AND ALL OF LOT OF JOY'S SUBDIVISION AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 70 FEET ON THE NORTHERN LINE OF POPE AVENUE, BY A DEPTH NORTHWARDLY OF 145 FEET 2-1/2 INCHES TO AN ALLEY.

**644 CARRIE:**

PARCEL NO.1: THE WESTERNLY ½ OF LOT 19 OF JOY'S SUBDIVISION OF BLOCK 75 OF JOHN O'FALLON'S ESTATE, AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 25 FEET ON THE SOUTH LINE OF CARRIE AVENUE, BY A DEPTH SOUTHWARDLY OF 145 FEET 2-1/2 INCHES TO AN ALLEY.

**634 CARRIE:**

LOT 17 OF JOY'S SUBDIVISION OF BLOCK NO. 75 OF JOHN O'FALLON ESTATE, AND IN BLOCK NO. 3463 OF THE CITY OF ST. LOUIS, MISSOURI FRONTING 50 FEET ON THE SOUTH LINE OF CARRIE AVENUE, BY A DEPTH SOUTHWARDLY OF 145 FEET 1/2 INCHES TO AN ALLEY.

**624 CARRIE:**

LOT 15 OF JOY'S SUBDIVISION OF BLOCK NO. 75 OF JOHN O'FALLON ESTATE, AND IN BLOCK NO. 3463 OF THE CITY OF ST. LOUIS, HAVING A FRONT OF 50 FEET ON THE SOUTH LINE OF CARRIE AVENUE, BY A DEPTH SOUTHWARDLY OF 145 FEET 1/2 INCHES TO AN ALLEY. TOGETHER WITH ALL IMPROVEMENTS THEREON, IF ANY, KNOWN AS AND NUMBERED 3463-00-00800.

**626 CARRIE:**

LOT 16 OF JOY'S SUBDIVISION OF BLOCK NO. 75 OF O'FALLON ESTATE, AND IN BLOCK NO. 3463 OF THE CITY OF ST. LOUIS, FRONTING 50 FEET ON THE SOUTH LINE OF CARRIE AVENUE, BY A DEPTH SOUTHWARDLY OF 145 FEET 1/2 INCHES TO AN ALLEY.

**640 CARRIE:**

LOT EIGHTEEN (18) OF JOY'S SUBDIVISION IN BLOCK NO. 3463 OF THE CITY OF ST. LOUIS, FRONTING 50 FEET ON THE SOUTH LINE OF CARRIE AVENUE, BY A DEPTH SOUTHWARDLY OF 145 FEET 1/2 INCHES TO AN ALLEY.

**642 CARRIE:**

THE EASTERN ½ OF LOT 19 OF JOY'S SUBDIVISION OF BLOCK 75 OF JOHN O'FALLON'S ESTATE, AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, STATE OF MISSOURI, FRONTING 25 FEET ON THE SOUTH LINE OF CARRIE AVENUE, BY A DEPTH SOUTHWARDLY OF 145 FEET 2-1/2 INCHES TO AN ALLEY.

**650 CARRIE:**

THE EASTERN 30 FEET OF LOT 20 OF JOY'S SUBDIVISION OF BLOCK 75 OF JOHN O'FALLON'S ESTATE, AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 30 FEET ON THE SOUTH LINE OF CARRIE AVENUE, BY A DEPTH SOUTHWARDLY OF 145 FEET 2-1/2 INCHES TO AN ALLEY.

**603 POPE:**

THE WESTERN 48 FEET OF LOT 10 OF JOY'S SUBDIVISION OF BLOCK 75 OF JOHN O'FALLON'S ESTATE, AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 48 FEET ON THE NORTH LINE OF POPE AVENUE, BY A DEPTH NORTHWARDLY OF 145 FEET 2-1/2 INCHES TO AN ALLEY.

**607 POPE:**

THE EASTERN 27 FEET OF LOT 9 OF JOY'S SUBDIVISION OF BLOCK 75 OF JOHN O'FALLON'S ESTATE, AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 27 FEET ON THE NORTH LINE OF POPE AVENUE, BY A DEPTH NORTHWARDLY OF 145 FEET 2-1/2 INCHES, MORE OR LESS TO AN ALLEY.

**609 POPE:**

THE WESTERN 23 FEET OF LOT 9 OF JOY'S SUBDIVISION OF BLOCK 75 OF JOHN O'FALLON'S ESTATE, AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 23 FEET ON THE NORTH LINE OF POPE AVENUE, BY A DEPTH NORTHWARDLY OF 145 FEET 2-1/2 INCHES, MORE OR LESS TO AN ALLEY.

**613 POPE:**

LOT 8 OF JOY'S SUBDIVISION AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 50 FEET ON THE NORTH LINE OF POPE AVENUE, BY A DEPTH NORTHWARDLY OF 145 FEET 1/2 INCHES, MORE OR LESS TO AN ALLEY.

**617 POPE:**

LOT 7 OF JOY'S SUBDIVISION OF BLOCK 75 OF JOHN O'FALLON'S ESTATE AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 50 FEET ON THE NORTH LINE OF POPE AVENUE, BY A DEPTH NORTHWARDLY OF 145 FEET 2-1/2 INCHES, MORE OR LESS TO AN ALLEY.

**633 POPE:**

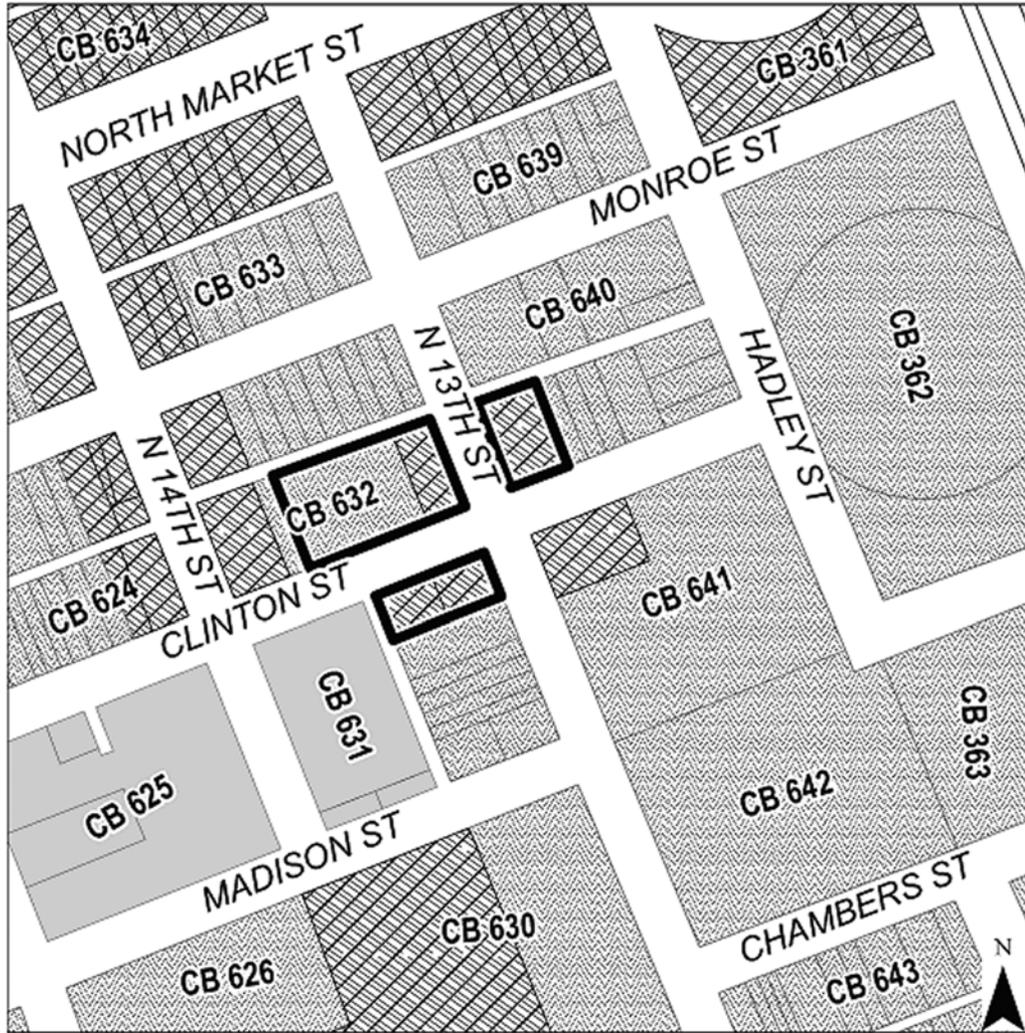
LOT 4 OF JOY'S SUBDIVISION OF BLOCK 75 OF O'FALLON'S ESTATE AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 50 FEET ON THE NORTH LINE OF POPE AVENUE, BY A DEPTH NORTHWARDLY OF 145 FEET 2-1/2 INCHES, MORE OR LESS TO AN ALLEY.

**621 POPE:**

THE EASTERN 29 FEET OF LOT 6 OF JOY'S SUBDIVISION OF BLOCK 75 OF JOHN O'FALLON'S ESTATE, AND IN BLOCK 3463 OF THE CITY OF ST. LOUIS, FRONTING 29 FEET ON THE NORTHEAST LINE OF POPE AVENUE, BY A DEPTH NORTHWARDLY OF 145 FEET 2-1/2 INCHES TO AN ALLEY.

**SECTION 2.** This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

### EXHIBIT A DISTRICT MAP



**Current Zoning District**

-  A Single-Family Dwelling District
-  B Two-Family Dwelling District
-  C Multiple-Family Dwelling District
-  D Multiple-Family Dwelling District
-  E Multiple-Family Dwelling District
-  F Neighborhood Commercial District
-  G Local Commercial District
-  H Area Commercial District
-  I Central Business District
-  J Industrial District
-  K Unrestricted District
-  L Jefferson Memorial District

 Rezoning Area

Rezoning from DF to D & F to D

PDA-038-11-REZ



Approved: July 5, 2011

**ORDINANCE #68934**  
**Board Bill No. 68**

An ordinance adopted pursuant to Section 105.483 (11) RSMo., reaffirming the provisions of Ordinances 62391, 66691 and 67617, 68409 establishing a policy for the disclosure of potential conflicts of interest and substantial interests for certain municipal officials, and containing an emergency clause.

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

**SECTION ONE.** Declaration of Policy.

The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

**SECTION TWO.** Conflicts of Interest.

a. All elected and appointed officials as well as employees of a political subdivision must comply with section 105.454 of Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.

b. Any member of the board of aldermen who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the clerk of the Board and such disclosure shall be recorded in the Journal of the Board of Aldermen. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

**SECTION THREE.** Disclosure Reports.

Each elected official, candidate for elective office, the mayor, the supply commissioner, and the city counselor shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.

b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

c. The mayor and the supply commissioner also shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo., the following information for the previous calendar year:

1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;

2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

**SECTION FOUR.** Filing of Reports.

a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any such person may supplement their financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;

b. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the Clerk of the Board of Aldermen and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

**SECTION FIVE.** Filing of Ordinance. The city register shall send a certified copy of this ordinance to the Secretary of State's office within ten days of its approval.

**SECTION SIX.** Effective Date. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the Board of Aldermen.

**SECTION SEVEN.** Emergency Clause. This being an Ordinance necessary for the immediate preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

**Approved: July 5, 2011**

**ORDINANCE #68935**  
**Board Bill No. 76**

An ordinance approving the Petition of owners of real property seeking the creation, extension, renewal and establishment of The Downtown St. Louis Community Improvement District, Inc.; finding a public purpose for the creation, extension, renewal and establishment of The Downtown St. Louis Community Improvement District, Inc.; and containing a severability clause and an emergency clause.

**WHEREAS,** Mo. Rev. Stat. § 67.1401 et seq. (the "Act") authorizes the Board of Aldermen to approve the petition of property owners to establish a Community Improvement District; and

**WHEREAS,** on March 31, 1999, certain property owners or authorized representatives of the owners of more than 50% by assessed value and per capita located within the proposed boundaries of the Downtown St. Louis Partnership, Inc. Community Improvement District requested the establishment of the Downtown St. Louis Partnership, Inc. Community Improvement District consisting of a 225-block community improvement district to be known as the Downtown St. Louis Partnership, Inc. Community Improvement District; and

**WHEREAS,** the Board of Aldermen on July 23, 1999, adopted and on July 29, 1999, the Mayor approved Ordinance 64724 which authorized the establishment of the Downtown St. Louis Partnership, Inc. Community Improvement District consisting of 225 blocks for a term ending December 31, 2004; and

**WHEREAS,** Downtown St. Louis Development, Inc. and Downtown St. Louis Management, Inc. were merged into the Downtown St. Louis Partnership, Inc. Community Improvement District, which changed its name to The Downtown St. Louis Community Improvement District, Inc. as of July 1, 2002; and

**WHEREAS,** on March 31, 2004, certain property owners or authorized representatives of the owners of more than 50%

by assessed value and per capita located within the proposed boundaries of The Downtown St. Louis Community Improvement District, Inc. requested the creation, extension, renewal and establishment of a portion of The Downtown St. Louis Community Improvement District, Inc. consisting of a 165-block community improvement district to continue to be known as The Downtown St. Louis Community Improvement District, Inc.; and

**WHEREAS**, the Board of Aldermen on July 16, 2004, adopted and on July 19, 2004, the Mayor approved Ordinance 66326 which authorized the creation, extension, renewal and establishment of The Downtown St. Louis Community Improvement District, Inc. consisting of 165 blocks for a term ending December 31, 2011; and

**WHEREAS**, certain property owners within The Downtown St. Louis Community Improvement District, Inc. wish to extend its term; and

**WHEREAS**, the Act does not contain a provision for the extension of an existing Community Improvement District; and

**WHEREAS**, on March 21, 2011, a petition (the "Petition") has been signed by certain property owners or authorized representatives of the owners of more than 50% by assessed value and per capita (the "Property Owners") within The Downtown St. Louis Community Improvement District, Inc. requesting the creation, extension, renewal and establishment of The Downtown St. Louis Community Improvement District, Inc. consisting of a 165-block community improvement district to continue to be known as The Downtown St. Louis Community Improvement District, Inc. as of the effective date of this ordinance; and

**WHEREAS**, the Petition has been filed with the Register of the City; and

**WHEREAS**, the Register of the City reviewed and determined that the Petition substantially complies with the requirements of the Act; and

**WHEREAS**, the Board of Aldermen did on \_\_\_\_\_, introduce Resolution No. \_\_\_\_\_ declaring its intention to create, extend, renew and establish a Community Improvement District in downtown St. Louis and calling for a public hearing on the matter; and

**WHEREAS**, such public hearing, duly noticed, was held at 10:00 a.m. on \_\_\_\_\_, 2011, [and continued until \_\_\_\_\_ . m. on \_\_\_\_\_,] by the Board of Aldermen; and

**WHEREAS**, this Board of Aldermen hereby finds that the adoption of this ordinance is in the public interest of the City; that the creation, extension, renewal and establishment of The Downtown St. Louis Community Improvement District, Inc. is a public purpose; and that the property owners, residents and persons engaging in business or visiting downtown St. Louis, and the public in general will benefit by the creation, extension, renewal and establishment of said Community Improvement District.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.**

(a) A Community Improvement District, to be known as "The Downtown St. Louis Community Improvement District, Inc." (hereinafter referred to as the "District"), is hereby created, extended, renewed, and established under the Act within a 165-block area to provide services, construct improvements, impose special assessments, and carry out other functions as set forth in the Petition, and to receive the services and benefits all as set forth in the Petition attached hereto as Appendix A and made a part hereof.

(b) The District boundaries are set forth on the map in Appendix A and are described as follows:

Beginning at the intersection of the centerline of 14th Street and Interstate 40/64; thence eastwardly along the centerline of Interstate 40/64 across all intervening streets to the intersection of the centerlines of Interstate 40/64 and Interstate 70; thence northwardly along the centerline of Interstate 70 across all intervening streets to the intersection of the centerlines of Interstate 70 and Cole Street; thence westwardly along the centerline of Cole Street across all intervening streets to the intersection of the centerlines of Cole Street and 14th Street; thence southwardly along the centerline of 14th Street across all intervening streets to the intersection of the centerlines of 14th Street and Delmar Boulevard; thence westwardly along the centerline of Delmar Boulevard across all intervening streets to the intersection of the centerlines of Delmar Boulevard and 18th Street; thence southwardly

along the centerline of 18th Street across all intervening streets to the intersection of the centerlines of 18th Street and Chestnut Street; thence eastwardly along the centerline of Chestnut Street across all intervening streets to the intersection of the centerlines of Chestnut Street and 14th Street; thence southwardly along the centerline of 14th Street to the intersection of the centerlines of 14th Street and at Interstate 40/64, the point of beginning.

## **SECTION TWO.**

(a) The District is authorized by the Petition in accordance with the Act to use any one or more of the assessments or other funding methods specifically authorized by the Act and the Petition to provide funds to accomplish any power, duty or purpose of the District.

(b) The District is authorized by the Act to establish different classes of real property within the District for purposes of special assessments. The levy rate for special assessments may vary for each class or subclass based on the level of benefit derived from services or improvements funded, provided or caused to be provided by the District.

(c) The District is authorized by the Act to assess and collect an assessment based upon an annual calculation of lot gross square footage and building gross square footage above the first floor.

(d) (i) The District, when approved by the Board of Aldermen, is authorized by the Act and by the Petition, when approved by the District, to assess and collect annual assessments against each tract, lot or parcel of real property in an amount not to exceed \$0.0948 per lot square foot and \$0.0519 per square foot per floor for each floor above the first floor; provided, however, that each condominium unit on the first floor, whether designated for residential or commercial use, shall be assessed at \$0.0519 per square foot; and further provided that each assessment may be annually increased by an amount not to exceed a 4% annual average over the 10-year term.

(ii) Such special assessments shall be levied annually in advance beginning in 2011 so that funds will be available for operations on January 1, 2012, and each January 1 thereafter during the term of the District.

(iii) Such special assessments levied and collected by the District represent the costs of the services and improvements described in the Petition to each Property Owner within the District. Each property owner's special assessment shall represent that Property Owner's share of the benefit and the cost of such services and improvements.

(e) Notwithstanding anything to the contrary, the District shall have no power to levy any tax but shall only have the power to levy special assessments in accordance with the Act.

**SECTION THREE.** The District is authorized by the Act, at any time, to issue obligations for the purpose of carrying out any of its powers, duties or purposes. Such obligations shall be payable out of all, part of any combination of the revenues of the District and may be further secured by all or any part of any property or any interest in any property by mortgage or any other security interest granted. Such obligations shall be authorized by resolution of the District, and if issued by the District, shall bear such date or dates, and shall mature at such time or times, but not more than 20 years from the date of issuance, as the resolution shall specify. Such obligations shall be in such denomination, bear interest at such rate or rates, be in such form, be payable in such place or places, be subject to redemption as such resolution may provide and be sold at either public or private sale at such prices as the District shall determine subject to the provisions of Mo. Rev. Stat. § 108.170. The District is also authorized to issue such obligations to refund, in whole or in part, obligations previously issued by the District.

## **SECTION FOUR.**

(a) Pursuant to the Petition, the District shall continue to be organized as a not-for-profit corporation known as The Downtown St. Louis Community Improvement District, Inc.

(b) Pursuant to the Act, the fiscal year for the District shall begin on July 1.

(c) Pursuant to the Act and no earlier than 180 days and no later than 90 days prior to the first day of each fiscal year, the District shall submit to the Board of Aldermen a proposed annual budget for the District, setting forth expected expenditures, revenues, and rates of assessments, if any, for such fiscal year. The Board of Aldermen may review and comment on this proposed budget, but if such comments are given, the Board of Aldermen shall provide such written comments no later than 60 days prior to the first day of the relevant fiscal year; such comments shall not constitute requirements but shall only be recommendations.

(d) Pursuant to the Act, the District shall hold an annual meeting for the District and adopt an annual budget no later than 30 days prior to the first day of each fiscal year.

(e) Within 120 days after the end of each fiscal year, the District shall submit a report to the Register of the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the board of the District during the fiscal year. The Register shall retain this report as part of the official records of the City and shall also cause this report to be spread upon the records of the Board of Aldermen.

#### **SECTION FIVE.**

(a) The District is authorized by the Act to use the funds of the District for any of the improvements and activities authorized by the Act.

(b) Pursuant to the Petition, the Board of Directors of the District is authorized to appropriate and pay over any remaining sums from the levy of special assessments on properties located within the District pursuant to the Petition approved by Ordinance 66326, authorizing the creation, extension, renewal and establishment of the current District.

(c) Pursuant to the Act, the District shall have all the powers necessary to carry out and effectuate the purposes as set forth in the Act.

(d) The term for the existence of the District will begin on the effective date of this ordinance and will end on December 31, 2021.

**SECTION SIX.** The Board of Aldermen found and determined in Ordinances 67350 and 67494 that property within the District was a blighted area by reason of pervasive poverty, unemployment and general distress, and unlikely to be able to support reasonable tax assessment or to experience economic growth without the tax incentive provided by the Federal Empowerment Zone and Enterprise Community Act designed to spur economic growth (see Omnibus Budget Reconciliation Act of 1993; the Taxpayer Relief Act of 1997; and the Tax Relief, Unemployment Insurance Reauthorization, and Job Creation Act of 2010) and the Missouri Enhanced Enterprise Zone (see Mo. Rev. Stat. §§135.950 et seq. (Supp. 2009)).

**SECTION SEVEN.** The Board of Aldermen hereby finds that the use of the proceeds of the special assessments as provided in the Petition will serve a public purpose by remediating blight and encouraging the redevelopment of real property within the District.

**SECTION EIGHT.** Pursuant to the Act, the Board of Aldermen shall not decrease the level of publicly funded services in the District existing prior to the creation of the District or transfer the financial burden of providing the services to the District unless the services at the same time are decreased throughout the City, nor shall the Board of Aldermen discriminate in the provision of the publicly funded services between areas included in the District and areas not so included.

**SECTION NINE.** The Register shall report in writing the creation of the District to the Missouri Department of Economic Development.

**SECTION TEN.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of competent jurisdiction, such portion shall be deemed and is hereby declared to be a separate, distinct and independent provision of this ordinance, and such holding or holdings shall not affect the validity of the remaining portions of this ordinance.

**SECTION ELEVEN.** Being necessary for the immediate preservation of the public health, welfare and safety, it is declared to be an emergency measure within the Charter of the City of St. Louis and shall become effective immediately upon its passage and approval by the Mayor.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**Approved: July 5, 2011**

**ORDINANCE #68936**  
**Board Bill No. 82**

An Ordinance directing the Director of Streets to temporarily close, barricade, or otherwise impede the flow of traffic on Brantner Place at the east curb line of Francis Street and containing an emergency clause.

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

**SECTION ONE.** The Director of Streets is hereby authorized to temporarily close, barricade, or otherwise impede the flow of traffic Brantner Place at the east curb line of Francis Street for a period of six months beginning the effective date of the passage of this ordinance.

**SECTION TWO: EMERGENCY CLAUSE:** This being an Ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

**Approved: July 5, 2011**

**ORDINANCE #68937**  
**Board Bill No. 8**  
**Committee Substitute**

An ordinance amending Ordinance 65233 authorizing the designation of honorary street names within the City of St. Louis, the basis for recognition, requiring payment for the cost and installation of honorary signs and requiring sixty percent of the registered voters to indicate by petition the honorary renaming.

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

**SECTION ONE.** Ordinance 65233, approved June 29, 2001, is hereby amended to read as follows:

A. Whenever the Board of Aldermen for the City of St. Louis determines to recognize an individual or group of individuals by naming a street or other public easement in honor of such individual or group of individuals, the street or other public easement shall retain its official name and its legal status, and a suitable sign shall be installed by the Director of Streets at the location designated by the ordinance indicating the name of the individual or group of individuals to be so honored. The ordinance shall also include the basis for the individual or group of individuals to be so honored by an honorary street name.

B. The actual costs for the manufacturing, installation and any other related costs for the honorary street name sign shall be paid to the Street Department prior to the manufacturing and installation of said sign by the individual or group of individuals requesting the honorary street name sign.

C. 60 percent (60%) of the registered voters residing and/or owning a business on the block being renamed, indicate by petition that they desire the street to receive the designation of an honorary name.

**Approved: July 5, 2011**

**ORDINANCE #68938**  
**Board Bill No. 39**  
**Committee Substitute**

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate the 4300 block of St. Ferdinand Avenue as "Joseph Clark, Sr. Way."

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

**SECTION ONE.** Pursuant to the provisions of Ordinance 65233, the 4300 block of St. Ferdinand Avenue shall hereafter be honorarily designated as "Joseph Clark, Sr. Way." The Director of Streets shall erect an honorary street-name sign at St. Ferdinand Avenue, which sign shall read "Joseph Clark, Sr. Way." The actual costs for the manufacturing, installation and any other related costs for the honorary street name sign shall be paid to the Street Department prior to the manufacturing and installation of said sign

by the individual or group of individuals requesting the honorary street name sign.

**Approved: July 5, 2011**

**ORDINANCE #68939  
Board Bill No. 40  
Committee Substitute**

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate the 3000-3100 block of Whittier Street as "Chuck Berry Way."

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

**SECTION ONE.** Pursuant to the provisions of Ordinance 65233, the 3000-3100 block of Whittier Street shall hereafter be honorarily designated as "Chuck Berry Way." The Director of Streets shall erect an honorary street-name sign at Whittier Street, which sign shall read "Chuck Berry Way." The actual costs for the manufacturing, installation and any other related costs for the honorary street name sign shall be paid to the Street Department prior to the manufacturing and installation of said sign by the individual or group of individuals requesting the honorary street name sign.

**Approved: July 5, 2011**

**ORDINANCE #68940  
Board Bill No. 41  
Committee Substitute**

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate the 2900 block of Marcus Avenue as "Rev. William G. Gillespie Way."

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

**SECTION ONE.** Pursuant to the provisions of Ordinance 65233, the 2900 block of Marcus Avenue shall hereafter be honorarily designated as "Rev. William G. Gillespie Way." The Director of Streets shall erect an honorary street-name sign at 2900 Marcus Avenue, which sign shall read "Rev. William G. Gillespie Way." The actual costs for the manufacturing, installation and any other related costs for the honorary street name sign shall be paid to the Street Department prior to the manufacturing and installation of said sign by the individual or group of individuals requesting the honorary street name sign.

**Approved: July 5, 2011**

**ORDINANCE #68941  
Board Bill No. 58  
Committee Substitute**

An Ordinance authorizing Amendment No. 3 to the Amended and Restated Lease ("Amendment No. 3") between the City of St. Louis and W.A.T. Dignity Corporation, originally authorized by Ordinance 64565, which was adopted by the Board of Alderman of the City of St. Louis and approved September 28, 1998, and subsequently amended pursuant to Ordinance 64913, for property and improvements located at Whittier and Kennerly Streets.

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

**SECTION ONE.** The Board of Alderman hereby declares that it has reviewed the following Amendment No. 3 and compared Amendment No. 3 with the original lease and subsequent amendments and, consistent with its findings in the aforementioned Ordinances 64565 and 64913, finds that the use made of a portion of the premises by Homer G. Phillips Dignity House L.P. for the operation of a 220-unit multifamily residential development primarily for low income persons with a preference for elderly persons capable of independent living with commercial facilities will serve a public need.

**SECTION TWO.** The Mayor and Comptroller are hereby authorized and directed to enter into Amendment No. 3 with Homer G. Phillips Dignity House, L.P., which shall read in substantially in the form set forth as the attached Exhibit A.

**EXHIBIT A****AMENDMENT NO. 3 TO AMENDED AND RESTATED LEASE**AMENDMENT NO. 3 TOAMENDED AND RESTATED LEASE

This Amendment No. 3 to the Amended and Restated Lease (this "Amendment to Lease") is made and entered into as of \_\_\_\_\_, 2010, by and between THE CITY OF ST. LOUIS, MISSOURI ("Landlord") and HOMER G. PHILLIPS DIGNITY HOUSE, L.P., a Missouri limited partnership ("Tenant"), and it amends that certain Amended and Restated Lease dated December 1, 2001 between Landlord and Tenant, as amended by Amendment No. 1 to Amended and Restated Lease between Landlord and Tenant dated December 1, 2001, and as further amended by Amendment No. 2 to the Amended and Restated Lease between Landlord and Tenant dated December 1, 2004 (together, the "Lease").

**WHEREAS**, Landlord is the fee simple owner of certain property and improvements thereon located at Whittier and Kennedy Streets in the City of St. Louis, State of Missouri, more particularly described on EXHIBIT A attached hereto and incorporated herein by reference (the "Premises");

**WHEREAS**, Tenant operates a 220-unit multi-family apartment housing project for low-income persons with a preference for the elderly and approximately two thousand five hundred (2,500) square feet of commercial rental space in a portion of the Premises (together, the "Project") that benefits Landlord and the residents of the City of St. Louis;

**WHEREAS**, Tenant and Landlord have executed the Lease covering the Premises;

**WHEREAS**, The Industrial Development Authority of the City of St. Louis (the "Authority"), U.S. Bank National Association ("U.S. Bank") and the limited partner of Tenant (the "Investor") previously agreed to provide financing for the completion of the Project; and

**WHEREAS**, Tenant and Landlord desire to modify the Rent arrangement set forth in the Lease.

**NOW, THEREFORE**, Landlord and Tenant agree to amend the terms of the Lease as follows:

1. **Rental.** Section 6 of the Lease is deleted in its entirety and replaced with the following:

"Rental. Tenant covenants and agrees to pay to Landlord as and for the rental of the Premises, a total Base Rent of Four Million Nine Hundred Fifty Thousand Dollars (\$4,950,000) payable in arrears on the last day of each Lease Year (defined below) during the term hereof in equal annual installments of Fifty Thousand Dollars (\$50,000). The Term "Lease Year" shall mean twelve (12) consecutive calendar months commencing on January 1, 2020. Beginning on January 1, 2040, and on the first day of every fifth Lease Year thereafter, the annual rental installments shall be increased (and in no event decreased) by the percentage increase occurring, if any, in the last full calendar year for which Consumer Price Index, U.S. City Average for all Urban Consumers, Seasonally Adjusted, All Items (1982-84=100) ("the Index"), shall have been published by the United States Department of Labor of the Index over the Index for the fifth previous year. If the United States shall cease to publish the Index, rental increases hereunder shall be calculated using such other index reflecting general cost of living increases as may be reasonably selected by Landlord's Board of Estimate and Apportionment. After any such increase of the annual rental installments hereunder, an Adjusted Base Rent for the remainder of the Term hereof shall be calculated in lieu of the Base Rent provided for hereunder. In the event that the total amount of the Base Rent and the Adjusted Base Rent paid hereunder upon at the end of the term of this Lease shall be less than Four Million Nine Hundred Fifty Thousand Dollars (\$4,950,000), the balance of the total Base Rent shall be due and owing on January 1, 2100, the last day of the term of this Lease. The intent of deferring ground lease payments is to minimize the need for rent increases and to allow the property to cover operating costs and maintain a high level of service to its senior residents. To insure this intent is realized, the Owner agrees to forgo any distributions of cash flow unless and until the Owner begins to make full ground lease payments to the City. In order to insure compliance with this provision of the ground lease amendment, the Owner shall submit annually, no later than June 30 of each year, to the St. Louis Board of Aldermen and the St. Louis Development Corporation audited financial statements showing the Owner has received no such distributions of cash flow.

2. **Binding Effect.** All of the terms and conditions of the Lease shall bind and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

3. Amendment. This Amendment to Lease may be modified, amended or surrendered only by an instrument in writing duly executed by Landlord or Tenant with the prior written consent of the Lenders.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment to Lease as of the day and year first above written.

**CITY OF ST. LOUIS**

By: \_\_\_\_\_  
Its Mayor

Attest:

**CITY REGISTER**

By: \_\_\_\_\_  
Its Comptroller

Approved as to form:  
City Counselor

By: \_\_\_\_\_

**HOMER G. PHILLIPS DIGNITY HOUSE, L.P.**

By: Dominion Homer G. Phillips, LLC  
Its Managing General Partner

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MISSOURI     )  
  ) ss.  
CITY OF ST. LOUIS     )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn did say that they are the Mayor and Comptroller of THE CITY OF ST. LOUIS, and that they are authorized to execute this Amendment to Lease on behalf of the City and they acknowledge said instrument to be the free act and deed of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My term expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) ss.  
CITY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that he is the \_\_\_\_\_ of Dominion Homer G. Phillips, LLC, a limited liability company organized under the laws of the State of Minnesota, which entity is the managing general partner of HOMER G. PHILLIPS DIGNITY HOUSE, L.P., a Missouri limited partnership, and that the instrument was signed and sealed in behalf of the limited liability company by authority

of its Board of Governors, on behalf of the limited partnership by authority of its managing general partner; and he acknowledged the instrument to be the free act and deed of the limited liability company and the limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My term expires: \_\_\_\_\_

#### EXHIBIT A

#### LEGAL DESCRIPTION FOR LEASE OF HOMER G. PHILLIPS HOSPITAL PROPERTY

##### PARCEL A

A legal description of the tract of land in blocks 6 and 7 of subdivision of the eastern portion of property belonging to the Estate of Honorable Robert Wash, deceased, situated in the Grand Prairie Common Fields (recorded in Plat Book 6, page 89) and being the former Homer G. Phillips site, by Ordinances 33812, 33363 and 47509, excepting therefrom a parcel of land containing the former Hospital's Nurse Residence (presently leased by City to Annie Malone Children Home by Ordinance 59437), excepting also therefrom a parcel of land containing the present Homer G. Phillips Clinic building, said tract being part of City blocks 3675 and 3676 and also vacated eastern portion of Cottage Avenue by Ordinance 39375, vacated east west alley in City Block 3675 by ordinance 33812, vacated east west alley and northern portion of north south alley in City Block 3676 by Ordinances 33812, and being more fully described as follows:

BEGINNING at the intersection of the western right of way line of Whittier Street, 60 feet wide and the southern right of way line of Kennedy Avenue, 70 feet wide, thence south 30 degrees 00 minutes 00 seconds west along said western line of Whittier Street, a distance of 608.31 feet to a point in the former northern right of way line of St. Ferdinand Avenue, 50 feet wide; thence north 59 degrees 58 minutes 35 seconds west along said northern line of St. Ferdinand Avenue, a distance of 135.50 feet to a point; said point being 10 feet east of said Clinic Building; thence north 30 degrees 04 minutes 04 seconds east along a line parallel to and 10 feet east of the said Clinic Building a distance of 36.46 feet to a point, said point being 10 feet north and 10 feet east of north eastern corner of said Clinic Building; thence north 59 degrees 47 minutes 24 seconds west along a line parallel to and 10 feet north of the Clinic Building a distance of 34.05 feet to a point; thence north 30 degrees 18 minutes 48 seconds east along a line parallel to and 10 feet east of enclosed walkway between said Clinic Building and former Homer G. Phillips Hospital Building a distance of 89.50 feet to a point; thence north 60 degrees 57 minutes 11 seconds west along a line parallel to and on the southern line of former Homer G. Phillips Hospital a distance of 30.38 feet to a point; thence south 30 degrees 00 minutes 31 seconds west along a line parallel to and 10 feet west of enclosed walkway between said Clinic Building and former Homer G. Phillips Hospital a distance of 89.53 feet to a point; thence north, 59 degrees 56 minutes 45 seconds west along a line parallel to and 10 feet north of said Clinic Building a distance of 55.62 feet to a point, said point being 10 feet north and 10 feet west of northwestern corner of said Clinic Building, thence south 29 degrees 57 minutes 11 seconds west along a line parallel to and 10 feet west of the Clinic Building a distance of 36.07 to a point in the former northern right of way line of St. Ferdinand Avenue 50 feet wide; thence north 59 degrees 58 minutes 35 seconds west along said former northern line of said avenue a distance of 134.23 feet to a point in the eastern line of vacated north south 15 feet wide alley in City Block 3676; thence north 29 degrees 01 minutes 46 seconds east along said eastern line of said north south alley, a distance of 179.17 feet to a point; thence north 59 degrees 58 minutes 35 seconds west, a distance of 30.00 feet to a point; thence north 29 degrees 01 minutes 46 seconds east, a distance of 100.00 feet to a point in the southern right of way line of Cottage Avenue, 50 feet wide; thence south 59 degrees 58 minutes 35 seconds east, along said southern line of Cottage Avenue, a distance of 30.00 feet to a point; thence north 29 degrees 01 minutes 46 seconds east along said eastern line of Cottage Avenue and continuing along the eastern right of way line of north south 15 feet wide alley in City block 3675 a distance of 329.25 feet to a point in the southern right of way line of Kennedy Avenue, 70 feet wide; then south 59 degrees 58 minutes 35 seconds east along said southern line of Kennedy avenue, a distance of 399.53 feet to the point of beginning and containing 235,876.71 square feet or 5.415 acres more or less.

##### PARCEL B

A track of land in City Block 3677 and being in Block 5 of Wash's Estate Subdivision and being all of Lots 1 through 8 and southern part of Lot 9, and Lots 12 through 14 and Lots 39 through 41 and that portion of the north south alley vacated by Ordinance 47509 and the western portion of the east west alley vacated by Ordinance 47509 abutting aforesaid Lots 12 through 14

and Lots 39 through 41 and more fully described as follows:

BEGINNING at the intersection of the line of North Market Street, 50 feet wide, and the eastern line of Anne Malone Drive, 60 feet wide, thence north 29 degrees 01 minutes 46 seconds east a distance of 206.13 feet along said western line of lots 1 through southern part of Lot 9 to a point, said point being the southwest corner of a tract of land now or formerly conveyed to St. Phillips Evangelical Lutheran Church by deed recorded in Book 6392 on Page 437 of the City of St. Louis Recorder, thence south 59 degrees 58 minutes 35 seconds east along the southern line of said St. Phillips Evangelical Lutheran Church tract a distance of 144.99 feet to a point on the western line of said Lot 12 in City Block 3677, said point being the eastern line of a former 15 feet wide alley; thence north 29 degrees 01 minutes 26 seconds east along the western line of said Lot 12 to the northwestern corner of Lot 12 being a distance of 73 feet more or less also to the southern line of limner vacated St. Ferdinand Street, 50 feet wide; thence south 59 degrees 58 minutes 35 seconds east along the northern line of said Lots 12 through 14 a distance of 75 feet to a point in the northeastern corner of said Lot 14; thence south 29 degrees 01 minutes 46 seconds west along said eastern line of Lot 14 and continuing southwardly across said vacated 15 feet wide former east west alley and continuing southwardly along the eastern line of Lot 39 a total distance of 279 feet more or less to a point in the northern line of North Market Street, 50 feet wide; thence north 59 degrees 58 minutes 35 seconds west along said southern line of Lots 39 through 41 and continuing across said vacated 15 feet wide north south alley and continuing along said southern line of Lot 1 to said southwestern corner of said Lot, total distance of 220 feet [^] more or less to the point of beginning and containing approximately 50,813.85 square feet or 1 1665 acres more or less.

EXCEPTING THEREFROM the property conveyed by Quit Claim Deed dated March 30, 1998 from the City of Saint Louis to the Annie Malone Children and Family Service Center, Incorporated, a Missouri not-for-profit corporation, which Quit Claim Deed is recorded in the real property records of the City of St. Louis, Missouri in Book 1529, Page 745 and more particularly described therein.

#### PARCEL C

All of St. Ferdinand Avenue (50 feet wide), vacated by Ordinance 47509, being bounded on the Northwest by a line beginning at the Northeast corner of Lot 12 Block 5 of Robert Wash's Estate, a subdivision recorded in Plat Book 16 Page 5 of the City of St. Louis, Missouri records and in Block 3677, extending Northeastwardly to the Northwest corner of Lot 41 Block 6 of said Robed Wash's Estate and in Block 3676, bounded on the Southwest by Lots 12 through 15 Block 5 of said Robert Wash's Estate and in City Block 3677, on the Northeast by Lots 38 through 41 Block 6 of said Robert Wash's Estate and in City Block 3676 and on the Southeast by a line running perpendicular from the Southeast corner of said Lot 15, Block 5, to a point on the Southwest line of Block 3676.

**Approved: July 5, 2011**

#### **ORDINANCE #68942** **Board Bill No. 90**

An ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the St. Louis Municipal Finance Corporation (the "Corporation") to issue and sell one or more series of the Corporation's City Justice Center Leasehold Revenue Refunding Bonds, Series 2011 (City of St. Louis, Missouri, Lessee) (the "Series 2011 Bonds") in an aggregate principal amount not to exceed \$70,000,000 in order to refund or redeem, if desirable, all or a portion of its City Justice Center Leasehold Revenue Refunding Bonds, Series 2001A (City of St. Louis, Missouri, Lessee), dated as of September 1, 2001 (the "Series 2001A Bonds"), all or a portion of its City Justice Center Leasehold Refunding Revenue Bonds, Series 2005 (City of St. Louis, Missouri, Lessee), dated as of September 1, 2005 (the "Series 2005 Bonds"), and/or all or a portion of its City Justice Center Leasehold Revenue Refunding Bonds, Series 2009 (City of St. Louis, Missouri, Lessee), dated as of October 13, 2009 (the "Series 2009 Bonds"), for the general welfare, safety and benefit of the citizens of The City of St. Louis, Missouri (the "City"); authorizing and directing the Corporation to execute and deliver the Sixth Supplemental Indenture of Trust, the Fourth Supplemental Base Lease, if any, the Fifth Supplemental Lease Agreement, if any, the Credit Agreement, if any, the Escrow Agreement, if any, the Tax Compliance Agreement, the Bond Purchase Agreement, and the Official Statement; authorizing the City to execute the Fourth Supplemental Base Lease, if any, the Fifth Supplemental Lease Agreement, if any, the Second Supplemental Pledge Agreement, if any, the Credit Agreement, if any, the Escrow Agreement, if any, the Continuing Disclosure Agreement, the Tax Compliance Agreement, the Bond Purchase Agreement, and the Official Statement; authorizing the Corporation and the City to obtain credit enhancement for the Series 2011 Bonds from a Credit Provider, authorizing the payment of any obligations due to a Credit Provider, if any, and authorizing the Comptroller and any other appropriate City officials to execute the Credit Agreement and other documents related thereto, if any; authorizing participation of appropriate City officials in preparing the Official Statement; authorizing the acceptance of the terms of the Bond Purchase Agreement and the taking of further actions with respect thereto; authorizing the payment of certain costs of issuance thereof; authorizing and directing the taking of other actions and approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof; and superseding provisions of prior ordinances

of the City to the extent inconsistent with the terms hereof.

**WHEREAS**, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of the Series 2001A Bonds pursuant to the herein defined Indenture to refund certain Leasehold Revenue Improvement Bonds, Series 1996A issued by the Corporation to finance, among other things, the costs of the Project (as defined in the Indenture), including the St. Louis Jail Facilities (as defined in the Indenture);

**WHEREAS**, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of the Series 2005 Bonds to refund certain Leasehold Revenue Improvement Bonds, Series 2000A (City of St. Louis, Missouri, Lessee) issued by the Corporation to finance, among other things, the completion of the Project;

**WHEREAS**, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of the Series 2009 Bonds to refund certain Leasehold Revenue Improvement and Refunding Bonds, Series 1996B issued by the Corporation to finance, among other things, the costs of the Project and to refund certain Leasehold Revenue Improvement and Refunding Revenue Bonds, Series 1992, issued by the Corporation to finance, among other things, part of the St. Louis Jail Facilities;

**WHEREAS**, the City has determined that it is in the best interest of the City to authorize and direct the Corporation to issue bonds for the purpose of refunding or redeeming all or a portion of the outstanding Series 2001A Bonds, Series 2005 Bonds, and/or Series 2009 (collectively, the "Refunded Bonds");

**WHEREAS**, the Board of Aldermen of the City has heretofore pledged as security for the Bonds (as hereinafter defined) certain State Reimbursements (as hereinafter defined) paid to the City as provided in the Pledge Agreement; and

**WHEREAS**, it is necessary and desirable in connection with the issuance of the Series 2011 Bonds for the City and/or the Corporation to execute and deliver certain documents and take certain other actions as herein provided.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**Section 1. Definitions.** Capitalized terms used herein and not defined in this Ordinance shall have the meanings ascribed to such terms in the Indenture. As used in this Ordinance, the following words shall be defined as follows:

**"Base Lease"** means the Base Lease, between the City, as lessor, and the Corporation, as lessee, dated as of August 1, 1996, as amended and supplemented by the First Supplemental Base Lease dated as of February 1, 2000, the Second Supplemental Base Lease dated as of September 1, 2005, the Third Supplemental Base Lease dated as of October 1, 2009, and the Fourth Supplemental Base Lease, if any, and as may be further amended and supplement pursuant to the terms thereof, pursuant to which the City has conveyed a leasehold interest in the Property to the Corporation.

**"Bond Purchase Agreement"** means the Bond Purchase Agreement or Bond Purchase Agreements related to the issuance and sale of the Series 2011 Bonds.

**"Bonds"** means the Refunded Bonds, the Series 2011 Bonds, and any and all other bonds issued by the Corporation pursuant to and under the Indenture.

**"City Documents"** means the Fourth Supplemental Base Lease, if any, the Fifth Supplemental Lease Agreement, if any, the Second Supplemental Pledge Agreement, if any, the Credit Agreement, if any, the Escrow Agreement, if any, the Continuing Disclosure Agreement, the Tax Compliance Agreement, the Bond Purchase Agreement, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Series 2011 Bonds and to carry out and comply with the intent of this Ordinance.

**"City Justice Center"** means the City Justice Center situated in the City and located on the real property described on Tract II of Schedule I to the Lease Agreement, any other real or personal property hereafter acquired by the Corporation and leased by the Corporation to the City pursuant to the Lease Agreement with respect to the City Justice Center, and appurtenant easements, rights-of-way, improvements, paving, and personal property necessary, convenient, and appurtenant thereto, and any modifications, alterations, or changes in, on, or to the foregoing, or any repairs thereto or thereof.

**"Corporation Documents"** means the Sixth Supplemental Indenture, the Fourth Supplemental Base Lease, if any, the Fifth Supplemental Lease Agreement, if any, the Credit Agreement, if any, the Escrow Agreement, if any, the Tax Compliance Agreement, the Bond Purchase Agreement, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Series 2011 Bonds and to carry out and comply with the intent of this Ordinance.

**“Credit Agreement”** means any agreement by and among the Credit Provider, the City, and the Corporation providing for Credit Enhancement.

**“Credit Enhancement”** means a letter of credit, liquidity facility, a surety bond, or bond insurance policy or policies, issued by a Credit Provider guaranteeing, providing for, or insuring the payment of all or a portion of the principal of and interest on one or more series of Bonds as provided therein.

**“Credit Provider”** means the issuer or issuers of the Credit Enhancement, if any, pursuant to or identified in the Indenture.

**“Escrow Agreement”** means the escrow agreement, if any, among the City, the Corporation and UMB Bank, N.A., as escrow agent.

**“Fifth Supplemental Lease Agreement”** means the Fifth Supplemental Lease Purchase Agreement, if any, between the Corporation and the City.

**“Financial Advisor”** means Public Financial Management, Inc., the financial advisor to the City with respect to the Series 2011 Bonds.

**“Fourth Supplemental Base Lease”** means the Fourth Supplemental Base Lease, if any, between the City and the Corporation.

**“Indenture”** means the Indenture of Trust between the Corporation and the Trustee, dated as of August 1, 1996, as amended and supplemented by (i) the First Supplemental Indenture of Trust dated as of August 1, 1996, (ii) the Second Supplemental Indenture of Trust dated as of February 1, 2000, (iii) the Third Supplemental Indenture of Trust dated as of September 1, 2001, (iv) the Fourth Supplemental Indenture of Trust dated as of September 1, 2005, (v) the First Restatement and Fifth Supplement to Indenture of Trust dated as of October 1, 2009, (vi) the First Supplement to First Restatement and Fifth Supplement to Indenture of Trust dated as of July 1, 2010, (vii) the Sixth Supplemental Indenture, and as may be further amended pursuant to the terms thereof.

**“Lease Agreement”** means the Lease Purchase Agreement between the Corporation, as lessor, and the City, as lessee, dated as of the August 1, 1996, as amended and supplemented by (i) the First Supplemental Lease Agreement dated as of February 1, 2000, (ii) the Second Supplemental Lease Agreement dated as of September 1, 2005, (iii) the Third Supplemental Lease Agreement dated as of October 1, 2009, (iv) the Fourth Supplemental Lease Purchase Agreement dated as of July 1, 2010, and (v) the Fifth Supplemental Lease Purchase Agreement, if any, as may be further amended pursuant to the terms thereof, and pursuant to which the Corporation has conveyed a leasehold interest in the Property to the City and the City has leased the Property together with any improvements thereon from the Corporation and has agreed to pay Rentals and Additional Rentals, subject to annual appropriation, equal to the principal and interest due on the Bonds.

**“Official Statement”** means the Preliminary Official Statement or Statements, and the final Official Statement or Statements, prepared in connection with the issuance, sale, and delivery of the Series 2011 Bonds.

**“Pledge Agreement”** means the Pledge Agreement between the City and the Trustee, dated as of August 1, 1996, as amended and supplemented by the First Supplemental Pledge Agreement dated as of September 1, 2005, and the Second Supplemental Pledge Agreement, if any, and as may be further amended pursuant to the terms thereof.

**“Pledged Revenues”** means State Reimbursements pledged under the Pledge Agreement.

**“Property”** means the real and personal property described on the Revised Schedule I to the Lease Agreement together with any improvements constructed thereon.

**“Refunded Bonds”** means all or a portion of the outstanding Series 2001A Bonds, Series 2005 Bonds, and/or Series 2009 Bonds refunded or redeemed from the proceeds of the Series 2011 Bonds, as more particularly described in the Indenture.

**“Second Supplemental Pledge Agreement”** means the Second Supplemental Pledge Agreement, if any, between the City and the Trustee.

**“Series 2001A Bonds”** means the City Justice Center Leasehold Revenue Refunding Bonds, Series 2001A (City of St. Louis, Missouri, Lessee), dated as of September 1, 2001, issued by the Corporation.

**“Series 2005 Bonds”** means the City Justice Center Leasehold Refunding Revenue Bonds, Series 2005 (City of St. Louis,

Missouri, Lessee), dated as of September 1, 2005, issued by the Corporation.

“**Series 2009 Bonds**” means the City Justice Center Leasehold Revenue Refunding Bonds, Series 2009 (City of St. Louis, Missouri, Lessee), dated as of October 13, 2009 issued by the Corporation.

“**Series 2011 Bonds**” means the Series 2011 Bonds authorized and issued in one or more series pursuant to the Indenture.

“**Sixth Supplemental Indenture**” means the Second Restatement and Sixth Supplemental Indenture of Trust between the Corporation and the Trustee, securing the Series 2011 Bonds.

“**State Reimbursements**” means certain prisoner per diem cost reimbursements received by the City from the State of Missouri pursuant to Section 221.105 of the Revised Statutes of Missouri, as amended.

“**Trustee**” means UMB Bank, N.A., St. Louis, Missouri, as trustee or any successor thereto under the Indenture.

“**Underwriters**” means the underwriters with respect to the Series 2011 Bonds.

**Section 2. Findings and Determinations.** The Board of Aldermen hereby finds and determines that it is necessary and in the best interests of the City:

(a) to authorize and direct the Corporation to issue, if market conditions warrant, the Series 2011 Bonds (i) to refund or redeem all or a portion of the Refunded Bonds, (ii) to provide for a debt service reserve fund and/or Credit Enhancement for the Bonds, and (iii) to pay reasonable expenses incurred by the Corporation and the City in connection with the issuance and sale of the Series 2011 Bonds; and

(b) to authorize and direct the Corporation to enter into a negotiated sale of the Series 2011 Bonds to the Underwriters.

**Section 3. Authority and Direction to Issue the Series 2011 Bonds.** The City hereby authorizes and directs the Corporation, if market conditions warrant, to issue the Series 2011 Bonds in an aggregate principal amount not to exceed \$70,000,000 on behalf of the City for the purposes set forth in Section 2(a) hereof. The Series 2011 Bonds (i) shall have a final maturity not more than 30 years from their date of issuance, (ii) shall bear a fixed rate of interest of not more than 10%, and (iii) may be sold at a premium or at a discount with such discount not to exceed the maximum discount allowable under Missouri law. The terms and provisions of the Series 2011 Bonds shall be as provided in the Indenture.

**Section 4. Limited Obligations.** The Series 2011 Bonds and the interest thereon shall be limited obligations payable by the Corporation solely from (i) proceeds of the Series 2011 Bonds, (ii) Pledged Revenues, (iii) Rentals and Additional Rentals received from the City by the Corporation, or by the Trustee on behalf of the Corporation, and reasonably expected to be used to pay debt service on the Series 2011 Bonds pursuant to the Pledge Agreement and the Lease Agreement, (iv) amounts available in the debt service reserve fund, if any, and (v) amounts payable by any Credit Provider in connection with the Credit Enhancement on the Series 2011 Bonds. The Bonds and the interest thereon do not and shall not constitute an indebtedness of the City or the State of Missouri within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make payments of Rentals and Additional Rentals and other amounts under the Lease Agreement is subject to annual appropriation as provided therein. Neither the obligation of the City to make such payments under the Lease Agreement nor the Bonds does or shall constitute a debt of the City. The issuance of the Series 2011 Bonds will not directly or contingently obligate the City to make any payments beyond those appropriated for its then-current fiscal year.

**Section 5. Authority and Direction to Execute and Deliver Corporation Documents.** In connection with the issuance of the Series 2011 Bonds, the City hereby authorizes and directs the Corporation to execute and deliver the Corporation Documents, in forms that are consistent with the provisions of this Ordinance, and as such Corporation Documents are approved by the City Counselor and the appropriate officers of the Corporation executing such documents, with the respective signatures of such officers thereon to be evidence of the approval of the Corporation.

**Section 6. Authority and Direction to Sell the Series 2011 Bonds in a Negotiated Sale.** In connection with the issuance of the Series 2011 Bonds, the City hereby authorizes and directs the Corporation to negotiate the sale thereof with the Underwriters, subject to the provisions of this Ordinance. The City further hereby authorizes and directs the Corporation to prepare, at the request of the Underwriters, the Official Statement; to execute and deliver the final Official Statement; and to execute and deliver the Bond Purchase Agreement, all in connection with such negotiated sale of the Series 2011 Bonds.

**Section 7. Authority and Direction to Obtain Credit Enhancement.** The City hereby authorizes and directs the Corporation to obtain Credit Enhancement for the Bonds from a Credit Provider with such credit rating that, in the opinion of the Underwriters and the Financial Advisor, will achieve an economic benefit for the City if the Series 2011 Bonds are secured by such Credit Enhancement. Any Credit Agreement executed in connection therewith may pledge Pledged Revenues, Rentals, and Additional Rentals on a parity basis to payment of (i) debt service on the Bonds, and (ii) any amounts due and owing to the Credit Provider under the Credit Agreement. The Comptroller is hereby authorized to approve the terms of any such Credit Agreement, and the Comptroller, with the advice of the City Counselor as to form thereof, is hereby authorized and directed to execute such Credit Agreement and other documents in connection therewith as required to obtain the Credit Enhancement.

**Section 8. Authority and Direction to Execute and Deliver City Documents.** The City hereby authorizes and directs the Mayor and the Comptroller of the City to execute and deliver the City Documents in forms that are consistent with the provisions of this Ordinance, as such City Documents are approved by the Mayor and the Comptroller with the advice of the Underwriters and the Financial Advisor, and as are approved as to form by the City Counselor, with the respective signatures of such officials thereon to be evidence of the approval of the City; and the Register of the City is hereby authorized and directed to affix the corporate seal of the City to the City Documents and to attest the same.

**Section 9. Authorization with Respect to Sale of the Series 2011 Bonds.** The Mayor, the Comptroller, and other appropriate officials, agents, and employees of the City are hereby authorized and directed to participate with the Corporation in the preparation of the Official Statement; the Mayor and the Comptroller are hereby authorized and directed to execute and deliver the final Official Statement in a form that is consistent with the provisions of this Ordinance, as is approved by the Mayor and the Comptroller with the advice of the Underwriters and the Financial Advisor, and as is approved as to form by the City Counselor, with the respective signatures of the Mayor and the Comptroller thereon to be evidence of the approval of the City.

**Section 10. Further Authority.** The Mayor, the Comptroller, the Treasurer (as to permitted investments only), the Register, and other appropriate officials, agents, and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents and the Official Statement.

**Section 11. Superseding of Inconsistent Provisions.** The provisions of this Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms hereof, but only to the extent of such inconsistency.

**Approved: July 5, 2011**