

**ORDINANCE #69042**  
**Board Bill No. 189**  
**Floor Substitute**

An ordinance relating to Forest Park, recommended by the Board of Estimate and Apportionment and the Board of Public Service; providing for the execution and delivery of a 2011 Supplemental Maintenance Cooperation Agreement (the **"2011 Supplemental Maintenance and Cooperation Agreement"**), between the City of St. Louis and Forest Park Forever, Inc.; with an emergency provision.

**WHEREAS**, the City's Community Development Commission has duly adopted a Master Plan ( as amended from time to time, the **"Master Plan"**), which calls for multiple projects including repairs of infrastructure, new construction and landscaping in Forest Park (the **"Park"**); and

**WHEREAS**, Forest Park Forever, Inc. (**"FPF"**) is a Missouri not for profit corporation which promotes the rebuilding and restoration of the Park through development of wide-based financial and citizen support; and

**WHEREAS**, since the formation of FPF in 1986 the City and FPF have established successful working relationships reflected in various duly authorized agreements relating to the Park; and

**WHEREAS**, the City Comptroller's office and the City's Auditor have previously determined that the net assets held by FPF and the amount of financial support to the City provided by FPF did not qualify FPF as a "component unit" of the City as defined in the Government Accounting Standards Board Statements Nos. 14 and 39, and the Comprehensive Annual Financial Report of the City dated January 3, 2011, did not include any reference to FPF; and

**WHEREAS**, in 2007 the City and FPF executed a Trust Agreement (the **"2007 FPF Trust Agreement"**) which provides that FPF will donate the sum of \$1,800,000 per year, in trust, for **"Costs of Maintaining Forest Park"** (as defined in the 2007 Maintenance Cooperation Agreement, hereinafter defined); and

**WHEREAS**, in 2007 the City and Barnes Jewish Hospital (**"BJH"**) executed a Second Amendment to an Agreement, and a Maintenance Trust Agreement (the **"BJH Trust Agreement"**), which provide that BJH will donate a sum, presently \$2,000,000 per year, in trust, for costs of maintaining the Park; and

**WHEREAS**, in 2007 the City and FPF entered into a Maintenance Cooperation Agreement (the **"2007 Maintenance Cooperation Agreement"**) which provides for the allocation and expenditure of the annual FPF and BJH trust donations for Park purposes and which remains in full force and effect in all respects; and

**WHEREAS**, the 2007 Maintenance Cooperation Agreement established a **"Forest Park Maintenance Steering Committee"** consisting of the City's Director of Parks, Recreation and Forestry and the President of Forest Park Forever, Inc.; and

**WHEREAS**, the City and FPF now wish to continue and expand their relationship and upon final approval by the City of the Forest Park Bonds wish to make additional funding commitments and undertakings with respect to the Park, as provided in a 2011 Supplemental Maintenance Cooperation Agreement , in the form attached to this Ordinance as Exhibit 1; and

**WHEREAS**, St. Louis Municipal Finance Corporation (**"SLMFC"**), a not-for-profit corporation, proposes to issue Subordinate Forest Park Leasehold Revenue Improvement Bonds (City of St. Louis, Missouri, Lessee) in an aggregate principal amount of approximately Thirty Million Dollars (**"the Forest Park Bonds"**) for the construction, renovation, equipping and installation of site furnishings and improvements for Forest Park; and

**WHEREAS**, FPF proposes to buy the Forest Park Bonds in a three year period beginning on the Forest Park Bond Effective Date; and

**WHEREAS**, the City shall use the proceeds of the sale of the Forest Park Bonds for capital projects in the Park, and pay debt service on the Forest Park Bonds to FPF over a period of thirty (30) years; and

**WHEREAS**, upon the Effective Date and pursuant to Exhibit 1 hereto FPF shall be obligated to apply the debt service payments from the City on the Forest Park Bonds to fund enhanced maintenance services in the Park as provided therein; and

**WHEREAS**, the City and FPF are authorized to enter into and perform the 2011 Supplemental Maintenance Cooperation Agreement by Sections 70.210 et seq. RSMo and St. Louis Ordinance \_\_\_\_\_ (B.B.\_\_\_\_);

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

**SECTION ONE.** The Mayor and Comptroller are hereby authorized and directed to execute and deliver, on behalf of the City, a 2011 Supplemental Maintenance Cooperation Agreement between the City and Forest Park Forever, Inc., in substantially the form attached hereto as Exhibit 1, with such changes and corrections consistent herewith as are approved by them and the City Counselor.

**SECTION TWO.** This ordinance, being deemed necessary for the immediate preservation of the public peace and safety, is declared to be an emergency ordinance under and pursuant to Sections 19 and 20 of Article IV of the City Charter.

**EXHIBIT 1 (Floor Substitute)**  
**2011 SUPPLEMENTAL MAINTENANCE COOPERATION AGREEMENT**

This is a 2011 Supplemental Maintenance Cooperation Agreement ( "**this Agreement**" or the "**2011 Supplemental Maintenance Cooperation Agreement**" ) made and entered into this \_\_\_ day of \_\_\_\_, 2011, (the "**Date of this Agreement**") pursuant to Sections 70.210 et seq. RSMo and St. Louis City Ordinance \_\_\_\_ (B.B. \_\_\_\_), by and between the City of St. Louis, Missouri (the "**City**"), and Forest Park Forever, Inc., a Missouri not-for-profit corporation ("**FPF**").

**WHEREAS**, the City's Community Development Commission has duly adopted a Master Plan ( as amended from time to time, the "**Master Plan**" ), which calls for multiple projects including repairs of infrastructure, new construction and landscaping in Forest Park (the "**Park**";) and

**WHEREAS**, Forest Park Forever, Inc. ("**FPF**") is a Missouri not for profit corporation which promotes the rebuilding and restoration of the Park through development of wide-based financial and citizen support; and

**WHEREAS**, since the formation of FPF in 1986 the City and FPF have established successful working relationships reflected in various duly authorized agreements relating to the Park; and

**WHEREAS**, in 2007 the City and FPF executed a Trust Agreement (the "**2007 FPF Trust Agreement**") which provides that FPF will donate the sum of \$1,800,000 per year, in trust, for "**Costs of Maintaining Forest Park**" (as defined in the 2007 Maintenance Cooperation Agreement, hereinafter defined); and

**WHEREAS**, in 2007 the City and Barnes Jewish Hospital ("**BJH**") executed a Second Amendment to an Agreement, and a Maintenance Trust Agreement (the "**BJH Trust Agreement**" ), which provide that BJH will donate a sum, presently \$2,000,000 per year, in trust, for costs of maintaining the Park; and

**WHEREAS**, in 2007 the City and FPF entered into a Maintenance Cooperation Agreement (the "**2007 Maintenance Cooperation Agreement**") which provides for the allocation and expenditure of the annual FPF and BJH trust donations for Park purposes; and

**WHEREAS**, the 2007 Maintenance Cooperation Agreement established a "Forest Park Maintenance Steering Committee" consisting of the City's Director of Parks, Recreation and Forestry and the President of Forest Park Forever, Inc.; and

**WHEREAS**, the City and FPF now wish to continue and expand their relationship and wish to make additional funding commitments and undertakings with respect to the Park, as provided in this Agreement; and

**WHEREAS**, St. Louis Municipal Finance Corporation "**SLMFC**" ), a not-for-profit corporation, proposes to issue Subordinate Forest Park Leasehold Revenue Improvement Bonds (City of St. Louis, Missouri, Lessee) in an aggregate principal amount of approximately Thirty Million Dollars ("**the Forest Park Bonds**") for the construction, renovation, equipping and installation of site furnishings and improvements for Forest Park; and

**WHEREAS**, FPF proposes to buy the Forest Park Bonds in a three year period beginning on the Forest Park Bond Effective Date; and

**WHEREAS**, the City shall use the proceeds of the sale of the Forest Park Bonds for capital projects in the Park, and pay debt service on the Forest Park Bonds over a period of thirty (30) years; and

**WHEREAS**, pursuant to this Agreement FPF shall be obligated to apply the debt service payments from the City on the Forest Park Bonds to fund enhanced maintenance services in the Park as provided therein; and

**WHEREAS**, the City and FPF are authorized to enter into and perform the 2011 Supplemental Maintenance Cooperation Agreement by Sections 70.210 et seq. RSMo and St. Louis Ordinance \_\_\_\_\_ (B.B. \_\_\_\_);

**NOW THEREFORE**, in consideration of the foregoing premises and their agreements and covenants herein set forth and for other good and valuable considerations, receipt of which is mutually acknowledged, the City and FPF hereby agree as follows:

**1. DEFINITIONS.**

**Annual Budget:** the yearly budget for Park Maintenance and Operations pursuant to this Agreement and the 2007 Maintenance Cooperation Agreement.

**Annual Program:** the annual designation and allocation of Maintenance and Operations functions and services in the Park by the City and FPF as determined by the Maintenance Steering Committee pursuant to this Agreement and pursuant to the 2007 Maintenance Cooperation Agreement.

**BJH Trust Agreement:** the 2007 trust agreement among the City, Barnes Jewish Hospital (“**BJH**”) and UMB Bank, N.A. relating to the deposit, investment and disbursement of the BJH Trust Funds for Park maintenance and operations.

**BJH Trust Funds:** the donations of funds by BJH for Park purposes pursuant to the BJH Trust Agreement.

**Department:** the City’s Department of Parks, Recreation and Forestry.

**Director:** the Director of the Department.

**Executive Director:** the President and Executive Director of FPF.

**Forest Park Bonds:** Bonds that are anticipated to be issued and sold by Saint Louis Municipal Finance Corporation, a Missouri not-for-profit corporation (“**SLMFC**”) pursuant to St. Louis City Ordinance \_\_\_\_ (B.B. \_\_\_\_ ) and the Forest Park Bond Documents.

**Forest Park Bond Documents:** Documents anticipated to be drafted and executed pursuant to St. Louis Ordinance \_\_\_\_ (B.B. \_\_\_\_), relating to the issuance, sale and purchase of the Forest Park Bonds, including i) a Third Supplemental Indenture of Trust between SLMFC and UMB Bank, N.A., Trustee; ii) a Third Supplemental Lease Purchase Agreement among SLMFC, the City and FPF (“**the Lease Purchase Agreement**”) and iii) a Bond Purchase Agreement between FPF and SLMFC.

**Forest Park Bond Effective Date:** the effective date of the Bond Purchase Agreement between FPF and SLMFC pursuant to the Forest Park Bond Documents.

**FPF:** Forest Park Forever, Inc., a Missouri not for profit corporation incorporated to promote the rebuilding and restoration of the Park.

**FPF 2011 Endowment:** accounts established by FPF to manage the new endowment funds raised by FPF during its fundraising campaign which is anticipated to begin on or before the Forest Park Bond Effective Date, including proceeds of payments or pledges designated for such fundraising campaign made prior to the start of such campaign.

**FPF 2007 Trust Funds:** Funds paid by FPF into the 2007 Maintenance Trust for Park purposes under the 2007 Maintenance Trust Agreement.

**FPF Investment Policy Statement:** The most current statement, as approved by the FPF Board of Directors, governing the investment policy, objectives, and constraints of the FPF 2011 Endowment for the purpose of providing funds to support the mission of FPF. The FPF Board of Directors has set an annual spending target as a percentage of the total portfolio market value in order to meet regular and predictable needs. The FPF Board of Directors’ current policy, dated December 22, 2009, has set such spending target using a spending policy equal to four percent (4%) of the portfolio value calculated based on the average market value of the FPF endowment assets over the preceding twelve quarters. FPF shall provide the Director with a current copy of the FPF Investment Policy Statement. The FPF Board of Directors may change the FPF Investment Policy Statement and its annual spending target from time to time, subject to the provisions of Section 12 hereof. Subject to approval of the FPF Board of Directors, FPF shall periodically draft modifications to the FPF Investment Policy Statement with respect to significant new endowment contributions, to protect principal and prudently maximize spending from the FPF 2011 Endowment. FPF shall furnish the Director with a written copy of the changed or modified FPF Investment Policy Statement within ten days after a change or modification is adopted.

**Maintenance:** functions and services performed by the City and FPF within the Park, pursuant to this Agreement and the 2007 Maintenance Cooperation Agreement, including but not limited to design, acquisition, installation, fertilization, watering, pruning, mowing, repair and replacement of landscaping materials and equipment, repair and replacement of Park user amenities and facilities, including roads, lakes, waterways, bridges, sidewalks, play structures and equipment, sculptures and utilities.

**Maintenance Steering Committee:** the Forest Park Maintenance Steering Committee as defined in the 2007 Maintenance and Cooperation Agreement as the Director and the Executive Director; provided, the Maintenance Steering Committee shall establish a Finance and Operations Subcommittee, and a Capital Projects Subcommittee, and additional subcommittees determined to be necessary from time to time by the Maintenance Steering Committee, each subcommittee to consist of one designee of the Director and one designee of the Executive Director.

**Master Plan:** the City's 1995 Master Plan for Forest Park, as amended.

**Operations:** tasks and services performed by the City and FPF within the Park involving the use of the land and facilities within the Park, including but not limited to (i) Special Event support services as defined in this Agreement, (ii) coordination and development of traffic management plans, including traffic strategy, planning, circulation, traffic models and improvements, (iii) Park visitor services, including information, assistance and educational programs related to the Park and the institutions within it, (iv) Park recreational support services, including maintenance of park amenities and facilities including but not limited to athletic fields, open space, trails and other amenities, v) Park security; and vi) issuance of permits, concessions and leases for use of areas of the park as provided herein.

**Park:** the property of approximately 1,300 acres generally located between Lindell Boulevard, Kingshighway Boulevard, Oakland Avenue and Skinker Boulevard, owned by the City subject to rights of others, as more fully described in the Master Plan.

**SLMFC:** Saint Louis Municipal Finance Corporation, a non-profit corporation organized and existing under Ch. 355 RSMo.

**Senior Vice President for Finance and Operations:** (sometimes referred to herein as the "FPF Vice President" ): an FPF officer hired to administer funds received by FPF.

**Special Event:** an organized event in the Park for which one or more City permits is required, i) involving use of the Park by 1,000 or more persons, or ii) which in the judgment of the Maintenance Steering Committee may cause damage necessitating non-routine maintenance or repairs of the Park.

**2011 Net Investment Income:** the amount of interest and dividends earned on the FPF 2011 Endowment, after the deduction of such amounts normally and customarily charged, including but not limited to, investment management fees, brokers' charges, custody and transaction expenses, accounting fees and any legal fees or other expenses directly attributable to establishment, management or protection of the new endowment funds, available (i) for Park expenditures pursuant to this Agreement, and (ii) for other FPF expenditures in the Park, provided that this amount shall not exceed the maximum annual amount permitted to be spent by the FPF Investment Policy Statement from the FPF 2011 Endowment.

**2011 Park Maintenance Fund:** a fund established by FPF pursuant to this Agreement, in which the payments received by FPF on the Forest Park Bonds shall be deposited.

**2007 Maintenance Cooperation Agreement:** the 2007 agreement between the City and FPF concerning the Park, which remains in full force and effect in all respects.

**2007 Maintenance Trust Agreement:** the 2007 agreement among the City, FPF and UMB Bank, N.A. relating to the deposit, investment and disbursement of funds pursuant to the 2007 Maintenance Cooperation Agreement.

2. **TERM.** The Term of this Agreement ("**Term**") shall commence on the Date of this Agreement and shall continue until the expiration of the Lease Purchase Agreement term under the Forest Park Bond Documents, unless earlier terminated or amended pursuant to Section 25 hereof; provided, however, that the provisions of Sections 3 through 37 hereof, inclusive, shall not be effective until the day after the Forest Park Bond Effective Date.

### 3. **DUTIES OF FOREST PARK MAINTENANCE SUPERINTENDENT AND DUTIES OF DIRECTOR**

A.

1. Management of Park Maintenance shall be under the general direction of the Forest Park Maintenance

Superintendent, as hereinafter provided. On or before July 1 immediately following the Forest Park Bond Effective Date, FPF shall employ a Forest Park Maintenance Superintendent, whose general employment scope and responsibilities shall be determined by the Maintenance Steering Committee consistent with Exhibit A hereto and this Section 3.

The Forest Park Maintenance Superintendent shall:

- (i) provide advice to the Maintenance Steering Committee on the development of the Annual Program and Budget;
- (ii) provide direction and leadership for FPF staff performing the Annual Program;
- (iii) develop yearly objectives, performance measures, training programs, and work standards for FPF and Department staff relating to the Annual Program;
- (iv) report to the Director on the Superintendent's observations of the performance of Department personnel;
- (v) report to the Executive Director on the Superintendent's observations of the performance of FPF personnel;
- (vi) serve as a consultant and advisor to the Maintenance Steering Committee, including providing input and comment on Department and FPF staff performance involved in Park Maintenance and Operations duties.

2. FPF with input from the Director shall conduct annual performance reviews and appraisals of the Forest Park Maintenance Superintendent's performance and deliver reports thereon to the Maintenance Steering Committee.

B.

1. The Director shall be responsible for the following tasks regarding the Park:

- (i) performance appraisals of Department staff and comments on FPF staff performance to the Executive Director;
- (ii) rewards, discipline or consequences placed on Department staff based on Department criteria, and
- (iii) supervisory responsibilities over areas which are solely under the control of the Department as described in Section 14 hereof.
- (iv) performance of supervisory duties as required by the City Charter and applicable ordinances.
- (v) provide input to the Executive Director on the Superintendent's performance for use in performance review of the Superintendent.

2. The Director shall notify the Superintendent in advance of tree removals by the Department within the Park, so that FPF can respond to public inquires regarding such tree removals. If the City's Forest Park Arboricultural Crew cannot perform tree removals on trees constituting a public hazard in a timely manner, the City agrees that FPF may perform or pay for acquiring additional services to perform such tree removals as part of the Annual Program with Annual Budget funds.

#### **4. PERFORMANCE STANDARDS; INITIAL TASKS; MAINTENANCE ZONES**

A. All Maintenance and Operations work performed by or on behalf of the Department and FPF shall be done using best efforts to provide the public with a quality urban park experience by keeping the Park and improvements therein in good condition and repair. All Maintenance and Operations work will be performed as provided herein and to the extent that funds are available in accordance with standards and procedures adopted by the Maintenance Steering Committee from time to time; provided, the initial standards and procedures are: the "Forest Park Management and Maintenance Plan", a collaborative effort with the City of St. Louis and Forest Park Forever also known as the "Spaid Plan", dated January 9, 2004; and "Forest Park Ground Maintenance Operations Manual prepared by the City of St. Louis Department of Parks, Recreation and Forestry" dated June 22, 2004 (the "**Manual**").

B. The initial responsibilities of the City and FPF relating to Park Maintenance and Operations have been divided into certain tasks identified in Exhibit B.

C. The areas of the Park in which FPF is presently authorized by the 2007 Maintenance Cooperation Agreement

to have maintenance responsibilities are depicted in Exhibit C hereto. FPF may in future be authorized by the Maintenance Steering Committee to have maintenance responsibilities in additional areas of the Park as shown on Exhibit C pursuant to Annual Programs and Annual Budgets.

D. The initial Zone Management System procedures are set forth in Exhibit D.

5. **ACQUISITION AND USE OF EQUIPMENT.** During the term of this Agreement, FPF shall deed to the City or title in the name of the City, and the City will accept, equipment which has been acquired by FPF with funds budgeted pursuant to this Agreement. Each party hereto may upon reasonable prior request to the Maintenance Steering Committee or its designee, use such equipment, and the Equipment described in Section 7 of the 2007 Maintenance Cooperation Agreement, subject to its availability and compliance with any applicable rental, insurance or security agreements, and evidence satisfactory to the party in possession of the equipment that the proposed operator of the equipment has the skill and licenses needed for the use of such equipment. Each party agrees to exercise reasonable care in the use, operation and custody of the other party's equipment. Each party shall comply with all provisions of this Agreement in the use, operation and custody of the other party's equipment, and shall not be responsible for the cost of repairs or maintenance of the other party's equipment, unless the party using the equipment has been negligent in its use. If either party rents equipment, it will use reasonable efforts to cause the other party to be an additional insured on any insurance purchased in connection with the rental.

6. **PERMITS, CONCESSIONS AND LEASES.**

A. The Department shall continue to award, issue, manage and collect fees for permits, concessions and leases in the Park as per current Department practices as of the date hereof.

B. The parties agree that initial Standard Conditions for Special Events are set forth in Exhibit E hereto. Such standard conditions are subject to change by the Maintenance Steering Committee from time to time.

C. Within 48 hours after receipt by the Department of an application for a permit for a Special Event the Department will deliver a copy of such application and any special proposed conditions therefor to FPF. Within 48 hours of such delivery, if the application is for use of an area of the Park maintained by FPF, if FPF believes the Department's permit conditions are not sufficient to protect the Park and other users of Park facilities, the Maintenance Steering Committee shall develop revised or additional permit conditions, including but not limited to bond or insurance requirements, for such Special Event.

D. At least thirty (30) days prior to the execution of a new lease of part of the Park, (other than leases to any subdistrict of the Metropolitan Zoological Park and Museum District or the MUNY) or finalization by the Department of an advertisement and directly applicable documents for any concession in the Park, the Department shall provide FPF a written copy of the proposed form of the lease or advertisement for concession for FPF review and comment. FPF may provide written comment within fifteen (15) days thereafter.

E. FPF and the Department shall collect information on upcoming Park events and develop an annual comprehensive parkwide calendar, with appropriate periodic updates, to disseminate to the public. Subject to the prior approval of the Department, which shall not be unreasonably withheld, FPF shall also disseminate to the public information about general park activities, and information on services provided by the Department and the Park institutions and how to access such services.

F. The Forest Park Maintenance Superintendent shall provide FPF staff on an as needed basis to assist the Department in providing oversight of Special Events and Special Event permittees.

G. The Maintenance Steering Committee may conduct debriefing meetings and field evaluations and compile reports for its consideration after Special Events to assess damage to Park grounds or services provided for Special Events.

H. The Forest Park Maintenance Superintendent shall advise the Maintenance Steering Committee of excessive damage or abuse to Park grounds or facilities caused by Special Events or Park permittees, and shall advise the Maintenance Steering Committee of anticipated or incurred repair costs in excess of any permit deposits, bonds or insurance.

I. The Maintenance Steering Committee shall determine the Park areas available for Special Events, the activities permitted and standards for promotion and management of such events.

7. **FPF FUNDRAISING EVENTS.** The parties agree that FPF may use without charge locations throughout the Park for FPF fundraising events, the proceeds of which will be used to support FPF's obligations under this Agreement. Such fundraising events will not be considered Special Events or concessions, but the events and their location are subject to availability and the prior

approval of the Director. FPF shall comply with generally applicable requirements and conditions on similar events held by other parties in the Park .

**8. FPF FACILITIES AND AREAS FOR MAINTENANCE AND OPERATIONS.**

Any provision of Ordinance 59741 (Ch.22.42, City Code) to the contrary notwithstanding, the City shall grant to FPF throughout the term of this Agreement a license for use of i) a minimum of two thousand seven hundred square feet (2,700 sq. ft.) of office space in an existing maintenance building within the Park without charge, and ii) storage space/parking for FPF vehicles, equipment and supplies in the Forest Park maintenance yard area located west of 5600 Clayton Road. FPF and the City acknowledge these space requirements are expected to grow as this Agreement is implemented, and the Department will, as reasonably possible, make additional space available to FPF to house additional staff and equipment.

**9. REVIEWS OF PARK MAINTENANCE.**

Beginning in the first full calendar year after the Forest Park Bond Effective Date and every third year thereafter, the Maintenance Steering Committee may in its discretion select a qualified independent expert to inspect and review the quality of Park maintenance of facilities, hardscapes, landscapes and any user amenities. Any retained expert shall make non-binding recommendations for the subsequent year's Annual Program and Annual Budget to the Maintenance Steering Committee in writing on or before December 31 of the year in which the expert is hired. Any reports requested by the Maintenance Steering Committee under this section shall comply with Maintenance Steering Committee instructions. The cost of expert services shall be borne by the City and FPF equally and shall be part of the Annual Program and Combined Annual Budget for the year in which the expert is hired.

**10. ANNUAL PROGRAM AND ANNUAL BUDGET.**

By February 1 of each year beginning in the first full calendar year after the Forest Park Bond Effective Date, and each year thereafter:

A. The Maintenance Steering Committee shall (1) review the expert reports, if any, provided for under Section 9 hereof, and public input received from time to time relating to Park maintenance and operations, (2) approve the Annual Program for the subsequent City fiscal year, (3) assess the fiscal requirements of the Annual Program for the subsequent City fiscal year, (4) approve an Annual Budget for the subsequent City Fiscal Year, and (5) agree to a future three year forecasted budget. In the event of emergency or pursuant to Section 12 or Section 13 hereof, the Maintenance Steering Committee may draft and approve revisions to the Annual Program and Annual Budget during a budget year.

B. The total Maintenance and Operations component of the Annual Budget shall not in any year exceed the sum of:

- (a) the \$1,800,000 payable by FPF under the 2007 Maintenance Trust Agreement,
- (b) the sum, currently \$2,000,000, donated by BJH to the 2007 Maintenance Trust under the BJH Trust Agreement,
- (c) the amount projected by the Maintenance Steering Committee as payable, subject to appropriation, by the City on the Forest Park Bonds, and
- (d) the 2011 Net Investment Income from the FPF 2011 Endowment.
- (e) proceeds of available gifts, grants or donations received by the City and FPF which are designated for specific uses in the Park.

**11. LACK OF AGREEMENT ON ANNUAL PROGRAM OR COMBINED ANNUAL BUDGET.**

In the event that the Maintenance Steering Committee has not agreed on an Annual Program and Annual Budget for the subsequent City fiscal year by April 30 of any year, the current City fiscal year's Annual Program and Annual Budget shall remain in effect to the extent of funds available, until a new Annual Program and Combined Annual Budget are agreed upon by the Maintenance Steering Committee.

**12. FUNDING SHORTFALLS.**

- A. In the event the City fails to make payments as required on the Forest Park Bonds, or in the event FPF fails to

make payments in the amounts provided under Section 20 (a “**Shortfall**” or a “**Funding Shortfall**”), and such failure continues throughout the remainder of the current Annual Budget year, then (i) the other party in its discretion may reduce its contributions to the Annual Budget for the following year by an amount proportionate to the Shortfall in the preceding year in the other party’s payments, or (ii) the Maintenance Steering Committee shall draft revisions to the current year’s Annual Program or Annual Budget to reflect the reduced sources due to the Funding Shortfall; or (iii) either party may terminate this Agreement on ninety (90) days written notice to the other party.

B. In the event the FPF Board of Directors adopts and reduces its annual spending target as described in the definition of FPF Investment Policy Statement in Section 1 to 2% or less of the portfolio value calculated based on the average market value of the FPF endowment assets over the preceding twelve quarters for more than one year or to a level which causes this Agreement to become unworkable in the reasonable judgment of the Director, then the City, in its discretion, may treat such reduction from the preceding year as (i) a Funding Shortfall under subparagraph A of this Section, or (ii) a material breach under Section 25 subsection D hereof.

### **13. FUNDING WINDFALLS.**

In the event the City or FPF in any year during the term of this Agreement secures funds from sources set forth in Section 10 of this Agreement in excess of the amounts provided in the current Annual Budget from such sources, such party shall independently determine how much, if any, of such excess amount it is willing to commit to the Maintenance and Operations components of the current Annual Budget, after which determination the Maintenance Steering Committee may provide for use of such excess amounts in the Annual Budget.

### **14. SPECIAL CITY MAINTENANCE, REPAIR AND UTILITIES RESPONSIBILITIES.**

A. Subject to appropriation from general City revenue, and subject to the provisions of Section 16 subsection D hereof, and except with respect to Park areas and facilities in or for which third parties are responsible for such costs and functions, throughout the term of this Agreement the City shall solely be responsible for all maintenance, repair and replacement costs related to parking lots, streets, street lighting, roads, sidewalks, utilities, water, sewers and security within the Park, and for the costs associated with water, gas, electricity, waste disposal, street and sidewalk paving, lighting, sweeping and salting, and snow management in the Park, unless otherwise specified in this Agreement and/or the Forest Park Bond Documents.

B. The Department shall notify the Maintenance Steering Committee reasonably in advance of performance of such special City maintenance, repair and utilities responsibilities and activities under sub-paragraph A of this Section, so that management of Park Operations and Maintenance can be coordinated with the provision of such City responsibilities and activities.

C. In the event the City reduces expenditures for maintenance, repair and utilities responsibilities and listed in subparagraph A of this Section in a City fiscal year to less than 50% of such expenditures by the City in the preceding City fiscal year, (a “**Maintenance Shortfall**”), then, without limiting any other remedies set forth hereunder or under the Forest Park Bond Documents, on sixty (60) days written notice to the City, FPF in its sole discretion (i) may reduce its payments of Annual Program expenses, set forth in Section 20 subparagraphs B and C hereof, during the current or following year by an amount proportionate to the Maintenance Shortfall, or (ii) may reduce FPF’s efforts in the Zone Management System undertaken during the term of this Agreement (but not its obligations pursuant to the 2007 Maintenance and Cooperation Agreement) for as long as such reduced sources due to the Maintenance Shortfall shall continue; or (iii) may treat the Maintenance Shortfall as a material breach under Section 25 subsection D hereof.

### **15. MINIMIZATION OF INTERFERENCE.**

The parties agree that they will use reasonable efforts to ensure that interference with the other party’s functions and responsibilities pursuant to this Agreement caused by their activities hereunder is minimized.

### **16. FUNDING OBLIGATIONS AND FPF DISBURSEMENT.**

A. Throughout the term of this Agreement, the City and FPF shall use their best efforts to comply with their funding commitments hereunder. The parties will also use their best efforts to comply with procedures approved by the Maintenance Steering Committee regarding scheduling of payments and reporting.

B. Except as provided in Section 14, neither the City nor FPF shall be obligated to contribute funds: (i) for purposes not contained in the yearly Annual Program and Annual Budget; or (ii) for purposes in violation of a written specific restriction imposed by a donor or grantor.

C. FPF shall distribute funds for execution of the Annual Program pursuant to the Annual Budget and in accordance with the provisions of this Agreement. In the event of a payment dispute relating to a performance issue or disagreement relating to any expenditure approved in the current Annual Budget, FPF shall notify the Maintenance Steering Committee and may withhold payment for up to ten (10) additional days within which period the Maintenance Steering Committee may endeavor to resolve the dispute.

D. The parties agree that the Annual Budget and Annual Program shall include costs each year for direct expense categories listed below as items (i) through (v), which items shall not be eliminated unless agreed to by the Maintenance Steering Committee. The parties agree the total aggregate cost of such direct expense categories is expected to be approximately \$1,000,000 annually initially:

- (i) purchases of repair supplies or materials solely to perform services within the Park as agreed to in the Annual Program;
- (ii) rental of equipment within the Park, such as barricades as agreed to by the Maintenance Steering Committee,
- (iii) replacement of turf equipment solely for the Park as stated in the Annual Program,
- (iv) temporary contracts to repair a facility or equipment for use solely within the Park, such as HVAC systems, sewer cleaning, and professional service contracts such as engineering, architectural, turf maintenance, landscaping design services, or other service contracts necessary for facilities and/or Maintenance and Operations for the Department as approved by the Annual Program and Annual Budget;
- (v) a minimum of five hundred thousand dollars (\$500,000) shall be budgeted annually to cover the cost of emergency capital repair and other unanticipated capital needs.

E. Throughout the term of this Agreement, FPF agrees to develop financial operations procedures subject to approval by the Maintenance Steering Committee, such as for reviewing invoices, approving expenses and making timely payments. FPF agrees to amend such procedures from time to time, subject to approval by the Maintenance Steering Committee, to improve its services in these matters. Furthermore, FPF shall deposit in the 2011 Park Maintenance Fund the payments received by FPF on the Forest Park Bonds as they are received by FPF.

F. The Maintenance Steering Committee shall determine and specify the aspects of the Annual Program that constitute the Program pursuant to the 2007 Maintenance Cooperation Agreement and which shall be paid for pursuant to the financial processes set forth thereunder.

G. The City Comptroller may submit monthly invoices to FPF indicating Annual Program and Annual Budget tasks and services requiring payment.

#### **17. CITY PAYMENT CONDITIONS.**

The provisions of this Agreement are not intended to and shall not be construed to constitute a general obligation or debt of the City. FPF acknowledges and agrees that payments by the City provided for in this Agreement are subject to annual appropriation by the City's Board of Aldermen.

#### **18. CITY PAYMENTS TO 2011 PARK MAINTENANCE FUND.**

Pursuant to the Forest Park Bond Documents, the City agrees to make the payments on the Forest Park Bonds and FPF agrees to deposit such payments when received by FPF in the 2011 Park Maintenance Fund. Such payments to be made by the City shall be made in accordance with the terms of the Forest Park Bond Documents.

#### **19. FPF FUNDRAISING.**

Beginning on or before the Forest Park Bond Effective Date, FPF agrees it will use its best efforts to raise \$130,000,000 for the benefit of the Park from contributions not previously paid or pledged. FPF agrees shall publicly announce and conduct a fundraising campaign for such funds, which is anticipated to begin on or before the Forest Park Bond Effective Date, which campaign will continue in subsequent years thereafter consistent with this Section. The approximately \$20,000,000 which FPF currently has in its endowment shall not be included in the FPF 2011 Endowment Accounts for purposes of calculating 2011 Net Investment Income. Approximately as used in the remainder of this Section 19 means "within 10% of". Approximately \$100,000,000 of the new

funds raised by FPF in its fundraising campaign starting in accordance with the provisions this Section shall be placed in the FPF 2011 Endowment for use in accordance with the provisions of this Agreement. Approximately \$30,000,000 of the new funds to be raised by FPF shall be provided to purchase the Forest Park Bonds.

FPF agrees to use its best efforts to raise such funds on the schedule set forth below:

- (i) Approximately \$30,000,000 for purchase of the Forest Park Bonds over a three year period to begin on or before the Forest Park Bond Effective Date.
- (ii) Approximately \$30,000,000 pledged to the 2011 Endowment on or before one year after FPF's fundraising campaign begins.
- (iii) Approximately \$30,000,000 additional pledges to the 2011 Endowment on or before two years after FPF's fundraising campaign begins, for a total of \$60,000,000.
- (iv) Approximately \$20,000,000 additional pledges to the 2011 Endowment on or before three years after FPF's fundraising campaign begins, for a total of \$80,000,000.
- (v) Approximately \$10,000,000 additional pledges to the 2011 Endowment on or before four years after FPF's fundraising campaign begins, for a total of \$90,000,000.
- (vi) Approximately \$10,000,000 additional pledges to the 2011 Endowment on or before five years after FPF's fundraising campaign begins, for a total of \$100,000,000.

FPF and the City acknowledge that money pledged over a five (5) year period to FPF set forth in this Section may be paid to FPF by donors over a ten (10) year period after FPF's fundraising campaign begins, for deposit in the FPF 2011 Endowment.

## **20. PAYMENT OF ANNUAL PROGRAM EXPENSES.**

Annual Program expenses incurred by either the City or FPF shall be paid as follows:

A. Expenses which constitute the Program pursuant to the 2007 Maintenance Cooperation Agreement shall be paid for pursuant to the financial processes set forth under the Maintenance Cooperation Agreement, the BJH Trust Agreement and the 2007 Maintenance Trust Agreement, in the same manner in effect prior to the date of this Agreement.

B. Annual Program expenses incurred by FPF shall be paid by FPF.

C. Subject to the provisions of Section 16 hereof, beginning in the first full calendar year after the Forest Park Bond Effective Date, Annual Program expenses incurred or paid by the City in accordance with the Annual Budget approved in accordance with Section 10 hereof (including Annual Program expenses the City has paid from general revenue or other available funds) shall be paid by FPF within fourteen (14) days after submission of bills or requisitions by the City to the FPF Vice President.

## **21. FINANCIAL INFORMATION.**

A. FPF shall provide the Director complete copies of its monthly financial statements and its yearly audit within fourteen (14) days of when it provides such statements and audits to the members of its Board of Directors, showing information including but not limited to FPF revenues, expenses and the status of its fundraising efforts without, however, disclosure of the specific information about any of its donors. FPF shall also provide the Director and the City's Comptroller its "Annual Report" within thirty (30) days of approval of such report by FPF's Board of Directors.

B. The City shall provide FPF complete copies of (i) its monthly financial data which the parties agree will be appropriate for FPF to review for due diligence regarding the Park, and/or (ii) its audits within thirty (30) days after such statements and audits are completed. The Department or its designee shall provide monthly financial reports to FPF detailing lease, permit, concession and special event revenues received within the Park. Such statements, audits and reports will be due to FPF no later than one (1) month after the end of the preceding month.

C. The Department shall submit as part of the city's budget process requests for appropriation based on the Annual Budget that would meet the City's obligations under this Agreement and under the Forest Park Bond Documents.

D. Upon approval by the Maintenance Steering Committee of each Annual Program and Annual Budget, the Maintenance Steering Committee shall notify the FPF Vice President and within thirty (30) days provide such FPF Vice President with a copy of such documents and any additional information deemed appropriate by the Maintenance Steering Committee concerning these matters.

**22. FPF MAINTENANCE AND CAPITAL PROJECT EXCLUSIONS.**

Except as set forth in (i) this Agreement or (ii) pursuant to the approved Annual Programs and Annual Budgets as approved from time to time by the Maintenance Steering Committee hereunder, (iii) the Lease dated November 6, 2002, from the City to FPF of the Visitor Center and (iv) the Cooperation Agreement dated November 1, 2005, regarding the Variety Club Children's Playground, FPF shall have no duties, responsibilities or obligations with respect to the construction, maintenance and operation of any utilities, facilities, improvements, areas or zones in the Park or any part of the Park and agrees to not perform any Maintenance, Operations, alteration or repair work of any kind whatsoever within the Park unless agreed to by the Maintenance Steering Committee or required under the 2007 Maintenance Cooperation Agreement, contracts pertaining to the Boathouse, or any agreement relating to a project wholly funded and overseen by FPF.

**23. INDEPENDENT CONTRACTOR STATUS.**

The parties agree that FPF is an independent contractor. As such, FPF must adhere to the City of St. Louis "Living Wage" ordinance, the City's executive order(s) relevant to minority participation in contractual agreements and to any federal or state laws that relate to "prevailing wage" issues. Work performed by FPF under this Agreement must not displace current City employees currently performing these tasks. It is understood and agreed that all personnel employed by FPF are employees of FPF and are not employees of the City, and that all personnel employed by the City are employees of the City and not employees of FPF, and that FPF alone is responsible for the work of FPF employees direction, compensation and personal conduct and the City alone is responsible for the work of the City employees, direction, compensation and personal conduct, while engaged pursuant to this Agreement. FPF agrees that neither it nor its personnel or agents will hold themselves out as, or claim to be, officers or employees of the City, or of any department, agency, or unit thereof, and that they will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the City, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement system membership or retirement credit or benefit. The City agrees that neither it nor its personnel or agents will hold themselves out as, or claim to be, officers or employees of FPF, or of any department, agency, or unit thereof, and that they will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of FPF, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement system membership or retirement credit or benefit. Except as provided in Section 32 hereof, nothing in any provision of this Agreement shall be construed to impose any liability or duty upon either party to persons, firms or corporations employed or engaged by the other party as employees, servants, agents, consultants, experts or independent contractors or in any other capacity whatsoever, or to render either party liable to any persons, firms, corporations, associations or to any government for any acts, omissions, liabilities, obligations (including those relating to taxes of any nature and unemployment insurance) of the other party or its consultants, experts, employees, servants, agents or independent contractors.

**24. DISPUTE RESOLUTION.**

If the City and FPF have a dispute regarding compliance with the terms and conditions of this Agreement which cannot be resolved by the Maintenance Steering Committee within thirty (30) days after it meets to consider the matter, the parties hereto agree to each prepare within two (2) weeks thereafter a written report regarding the nature of dispute and the party's proposed resolution, and submit such reports to a panel consisting of (i) the Mayor of the City of St. Louis or his/her designee, (ii) a designee chosen by the Executive Committee of FPF, and (iii) a person chosen and agreed to by the first two members of such panel. To the extent permitted by law, such panel shall have the sole authority to resolve the dispute.

**25. BREACHES AND REMEDIES.**

- A. It shall be a breach of this Agreement by FPF if FPF:
- i. fails to make a timely payment as required herein or a Donation as provided under the 2007 FPF Trust Agreement;
  - ii. fails to perform any act required by this Agreement or takes any action prohibited by this Agreement;
  - iii. makes any false representation of a material fact or matter to the City;

- iv. fails to pursue its fundraising campaign as provided in this Agreement;
  - v. fails to use its best efforts to maintain its Missouri nonprofit corporate and Federal tax-exempt status;
- B. It shall be a breach of this Agreement by the City if the City:
- i. causes to occur an Event of Default, as defined in Forest Park Bond Documents;
  - ii. fails to perform any act required by this Agreement or takes any action prohibited by this Agreement;
  - iii. makes any false representation of a material fact or matter to FPF.

C. **CITY AND FPF REMEDIES.** The parties each acknowledge that the other will act in reliance on the promises and undertakings expressed in this Agreement and, in doing so, will invest and expend significant amounts of money on property heavily used by the general public. FPF further acknowledges that it is a public benefit corporation under Chapter 355 R.S. Mo. and that its contributions and donations are made for the benefit of the Park and received by it pursuant to the specific terms and conditions imposed in some cases from time to time by its donors and grantors. Accordingly, the parties agree that in the event of a material breach of this Agreement by the other, in addition to all available remedies at law, the other party shall be entitled to seek mandatory equitable relief, but said party remains free in all respects to defend on the merits of its claim.

D. This Agreement may be terminated by either party on ninety (90) days written notice to the other party for any material breach of this Agreement.

## 26. **APPOINTMENTS OF KEY PERSONNEL.**

A. FPF will notify the Director in writing within seven (7) days of appointments to or occurrence of vacancy in the positions of FPF President and Executive Director, Senior Vice President for Finance and Operations, Annual Fund Manager, and Park Operations Manager. In addition, FPF will notify the Director in writing, within ten (10) days of the occurrence of any change in the membership of the Board of Directors and Executive Committee of FPF.

B. The Department will notify the Executive Director in writing within seven (7) days of appointments to or occurrence of vacancy in the positions of Director, Commissioner of Parks, Commissioner of Recreation and Commissioner of Forestry.

## 27. **REPORTS AND NOTICES.**

FPF shall prepare and provide to the Department such reports on its operations and maintenance activities in the Park as reasonably requested by the Director, and reports of major accidents or unusual incidents involving employees and/or agents of FPF occurring in the Park, on a regular basis and in a form reasonably acceptable to Director. FPF shall promptly notify the Department, in writing, of any claim for injury, death, property damage or theft which may be asserted against FPF with respect to the Park for which indemnification is not sought by FPF pursuant to this Agreement. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required or authorized to be given by this Agreement if the same is duly mailed by first class, certified or registered mail, addressed as follows, or to such other addresses or persons as the parties may designate from time to time:

To the City:                   Department of Parks, Recreation and Forestry  
5600 Clayton Road (Forest Park)  
St. Louis, Missouri 63110  
Attn: Gary Bess, Director  
Fax: (314) 535-3901

and                               City Counselor's Office  
314 City Hall  
1200 Market Street  
St. Louis, Missouri 63103  
Attn: City Counselor and  
F. M. Oates, Esq.  
Fax: (314) 622-4956

and Daniel Skillman  
 Parks Commissioner  
 Department of Parks, Recreation & Forestry  
 5600 Clayton Road  
 St. Louis, Missouri 63110

To Forest Park Forever, Inc.  
 5595 Grand Drive  
 St. Louis, Missouri 63112  
 Attn: Lesley Hoffarth  
 President and Executive Director  
 Fax: (314) 367-7622

And Bill Reiningger  
 Park Operations Manager  
 Forest Park Forever, Inc.  
 5595 Grand Drive in Forest Park  
 St. Louis, Missouri 63112

With a copy to: S. Jerome Pratter, Esq.  
 805 Louwen  
 St. Louis, Missouri 63124

**28. INSURANCE.**

A. FPF, at its own cost and expense, shall procure and maintain on file with the City’s Comptroller at all times during the term of this Agreement Certificates of Insurance as specified in Subparagraph B of this Section, which policies shall name FPF as insured.

B. (i) Commercial General Liability Insurance (to include premises, operations, products and completed operations and personal and bodily injury including death) shall be provided in the initial minimum amounts specified below and include “the City of St. Louis officers, agents, and employees” as additional insureds for on-going operations only.

Coverage

Each Occurrence	Aggregate
-----------------	-----------

Combined Single Limit Bodily Injury/Property Damage

\$ 1,000,000	\$ 2,000,000
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Excess Liability

\$ 2,000,000	\$ 2,000,000
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(ii) Worker’s Compensation Missouri Statutory limits

(iii) Comprehensive Automobile Liability. FPF shall carry automobile liability and property damage insurance with limits of liability and for types of vehicles further described herein and with the City of St. Louis, its officials, agents and employees as additional insureds:

Each Occurrence	Aggregate
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\$ 1,000,000	0
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This Automobile insurance shall include bodily injury and property damage for:

(i) owned automobiles

- (ii) hired automobiles
- (iii) non-owned automobiles
- (iv) personal property insurance on personal property, furnishings and equipment owned by FPF at replacement cost coverage.

C. All Certificates of Insurance shall state that prior to cancellation of any FPF insurance policy, the City shall be given thirty (30) days prior written notice.

D. Any insurance required to be carried under this Agreement may be included as part of any blanket or other policy or policies of insurance, subject to the provisions of this Agreement and to prior written approval of the City's Comptroller.

E. If at any time any of the insurance policies required by this Section shall fail to satisfy the requirements of this Section as to form or substance (including coverage amounts) or if a company issuing such policy shall have a Bests' Rating of less than B 12, FPF shall, upon notice to that effect from the Comptroller, promptly obtain a new policy and submit same for approval to the Comptroller, provided, however, that within ten (10) days of receipt of notice to such effect from the City, FPF may notify the City that it disputes the content of such notice. In that event, such issue shall be resolved within forty five (45) days by a panel consisting of the Comptroller or a designee, a designee of FPF and an insurance broker doing business in the metropolitan St. Louis area jointly selected by the Comptroller or designee and FPF within ten (10) days of FPF's notice under this paragraph.

F. FPF shall also procure and maintain Employers Liability Insurance with limits of \$1,000,000 per accident.

G. FPF in its sole discretion may require its subcontractors who perform work for FPF pursuant to this Agreement and in connection with FPF's responsibilities in the Park to procure and maintain a policy of commercial general liability insurance with such limits as may be requested by the Director from time to time, but not less than \$1,000,000 combined single limit for bodily injury or property damage for Commercial General Liability Each Occurrence \$2,000,000 Annual Aggregate plus \$2,000,000 Each Occurrence \$2,000,000 Annual Aggregate for Excess Liability. Any policy or policies evidencing such insurance shall include the Department, the City, FPF, and their officers, trustees, employees, volunteers, and agents as additional insured parties, and FPF shall require its subcontractor(s) to provide FPF with a Certificate of Insurance naming such additionally insured parties prior to the execution of any agreement with FPF. All policies to be maintained pursuant to this Agreement shall be issued by an insurance company or companies authorized to do business in the State of Missouri having a Best's rating of at least A-(7) or a Standard & Poors rating of at least AA.

H. FPF shall also require the following terms and conditions to be written into all subcontractors' policies of insurance as riders:

- (a) The policies shall not be canceled, terminated or modified unless thirty (30) days prior written notice is sent by certified mail to FPF;
- (b) Notices of claim shall be given by such subcontractor to its insurance company within 120 days after such claim is filed with the City;
- (c) The subcontractor shall defend, indemnify and hold harmless the Department, the City, FPF, their officers, trustees, employees, volunteers, and agents from any and all claims, suits, demands or judgments by reason of property damage or personal injuries, including death, arising out of or as a result of subcontracts under this Agreement.
- (d) The subcontractor waives all rights of subrogation against the Department, the City, FPF, their officers, trustees, agents, volunteers, and employees.

I. From time to time, but not more frequently than once every five (5) years, the levels or nature of insurance required to be maintained by FPF or its subcontractors under this Section shall be reviewed upon the written request of the City's Comptroller or FPF to determine whether such levels or nature of coverage are consistent with those maintained by other parties in similar activities in similar locations and with the parties' claims experience and the levels or nature of required coverages shall be reasonably adjusted.

J. At any time during the term of this Agreement, upon written notice from the City's Comptroller that the limitations on liability of the City under Section 537.610 R.S. Mo have been increased pursuant to Subsection 537.610.5 above the

levels of coverage provided by FPF at the time of such notice, FPF shall within ten (10) business days cause its and the City's liability coverage to be changed to the amount determined pursuant to Subsection 537.610.5, and shall provide evidence of such increase to the Comptroller.

**29. NON-DISCRIMINATION; MBEs/WBEs.** FPF shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex, age, national origin, disability, marital status or sexual orientation. FPF agrees that the Mayor's Executive Order #28, as amended, shall be applicable to this Agreement and to its contractors and subcontractors.

**30. CONFLICT OF INTEREST.**

FPF represents and warrants that neither it nor any of its officers, trustees, employees, or volunteers has any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. FPF further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, by the City, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which such person is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

**31. RESERVATION OF RIGHTS AND INTERESTS; PUBLICITY.**

A. Public Events. The parties will make reasonable efforts to give each other timely written notice in advance of all press conferences, public ceremonies, or other public or planned news events relating to this Agreement.

B. Public Communications. In any statement or release made to the public relating to this Agreement, each part shall acknowledge the involvement of the other party. If the Director or the Executive Director determines that any release, advertisement, or statement made to the public relating to programs and activities conducted in or relating to the Park is incorrect or unacceptable, the Director or the Executive Director, shall, upon receiving notice, use reasonable and timely efforts to revise such release, advertisement or statement so that it shall be accurate and acceptable to both parties.

C. Publications. If either party publishes a work discussing any aspect of performance of any service covered by this Agreement, each party will acknowledge therein the involvement and role of the other party, and each party will have a royalty-free right and appropriate license to reproduce, publish or otherwise use such publication.

**32. INDEMNIFICATION**

A. To the extent permitted by law, City agrees to indemnify and hold harmless FPF, its officers, directors, employees, and volunteers from and against any and all liabilities, obligations, damages and expenses arising as a result of or in the course of services performed and activities conducted by FPF pursuant to this Agreement, to the extent attributable to the negligence or wilful misconduct of the City, its officers or employees.

B. To the extent permitted by law, FPF agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all liabilities, obligations, damages and expenses arising as a result of or in the course of services performed and activities conducted by the City pursuant to this Agreement, to the extent attributable to the negligence or wilful misconduct of the FPF its officers, directors, employees, volunteers, agents or subcontractors.

C. Both parties shall cooperate and assist the other in notification concerning, and in the review, adjudication and/or settlement of all claims and actions against the other party subject to the indemnity obligations outlined in this paragraph and shall provide all documents, incident and/or accident reports and such other assistance as is necessary for the formulation and presentation of any defense pursuant to the indemnity obligations outlined herein.

**33. COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS.**

The parties agree to comply with the Master Plan and all applicable laws, ordinances, rules, regulations, requirements, guidelines, directives, instructions and orders which are issued by duly authorized officials or agencies of the United States, the State of Missouri and the City of St. Louis.

**34. GOVERNING LAW.**

This Agreement shall be construed in accordance with and be governed by Missouri law.

**35. SEVERABILITY.**

The provisions of this Agreement are severable. In the event one or more provisions hereof is finally decreed to be or otherwise becomes unenforceable, the other provisions hereof shall remain in effect unless without the unenforceable provisions the essential nature of this Agreement is altered.

**36. NO ASSIGNMENT.**

No assignment of this Agreement by FPF or the City, in whole or in part, will be effective unless it is agreed to in advance, in writing, by both the City and FPF.

**37. MODIFICATION.**

No waiver, modification or amendment to any provision of this Agreement will be effective unless it is duly authorized, in writing, and signed by duly authorized representatives of both the City and FPF.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first set forth above.

**FOREST PARK FOREVER, INC**

**THE CITY OF ST. LOUIS, MISSOURI**

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

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

Mayor, City of St. Louis

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

Comptroller, City of St. Louis

Title: Chairman of Board

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

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

Title: President and Executive Director

Director of Department of Parks,  
Recreation and Forestry of the City of St. Louis

Special Counsel

APPROVED AS TO FORM:

\_\_\_\_\_  
S. Jerome Pratter

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

ATTEST:

\_\_\_\_\_  
Register

**EXHIBIT A**

**INITIAL ORGANIZATION STRUCTURE  
FOR PARK COOPERATION**

Is on file in the Register Office.

**EXHIBIT B**

**Initial Tasks to be Performed by the City of St. Louis Parks Department and Forest Park Forever**

**City of St. Louis Parks Department to:**

**Park Operations:**

Trash Removal

- Empty trash receptacles
- Remove loose litter

Restrooms

- Maintain, clean, and stock Comfort Stations

Permitted Event Set-up & Break-down

- Set-up and break-down City permitted events

Turf

- Maintain, repair and replace soft and grass paths in Natural Areas
- Maintain, repair and replace turf

Sports Field Maintenance

- Maintain fields and dugouts for sports and events
- Drag and maintain infields

Snow Removal

- Snow removal on streets, lots and walks

Greenhouse

- Plan, acquire, grow and maintain plant collections for displays, gardens and other floral installations throughout the City.
- Provide bench space for FPF annuals and perennials
- Hold and maintain FPF tropical plants over winter months

Jewel Box

- Maintain, repair, design and replace seasonal displays in Jewel Box

Forest Park Arboriculture Crew

- Responsible for medium and large tree pruning and removal
- Tree mulching, watering, and planting to be done in conjunction with FPF
- Responsible for tree health care practices
- Responsible for keeping the tree inventory and Tree Planting Master Plan current

Exhibit B Page 1

**City of St. Louis Parks Department to:****Facilities Maintenance:**Building Maintenance

- Maintain and clean Concession Stands
- Maintain and repair all structures and facilities not within leaseholds

Irrigation Repair & Maintenance

- Repair and replace irrigation systems

Equipment/Vehicle Maintenance

- Maintain all equipment and vehicles used in maintenance activities, solely in Forest Park, in functional condition

Hardscapes (benches, paths, trails, etc.)

- Maintain, repair and replace features in Turtle Playground
- Maintain and repair statues, monuments, and fountains
- Maintain, repair and replace trails
- Maintain and replace fencing
- Maintain, repair and replace Racquetball and Handball courts including asphalt aprons
- Maintain, repair and replace water control structures in Natural Areas
- Maintain, repair and replace concrete structures (railings and steps) at Grand Basin

Fountains

- Maintain, repair and replace water features

Drinking Fountains

- Maintain, repair and replace drinking fountains

Signage

- Lot striping
- Maintain and replace directional, wayfinding, and interpretive signage

Playground Maintenance & Inspections

- Maintain, replace and perform safety inspections (except Variety Wonderland Playground)

Statue Maintenance

- Maintain and preserve statues and monuments, including bases and pedestals

Decorative Lighting

- Maintain and replace all lighting used to enhance structures and facilities

Mechanical Services (Mechanic, Plumbing, etc.)

- Perform all activities related to plumbing, electric, carpentry, and painting required to repair and maintain Park amenities

**Park Rangers:**

- Perform activities related to Park security and law enforcement
- Monitor Park permit holders activities and enforce permit regulations

Exhibit B Page 2

**Forest Park Forever to:**Small tree care

- Perform small tree pruning
- Tree mulching, watering, and planting to be done in conjunction with FPAC. Tree plantings to be done in accordance with plans agreed to by both parties.

Ornamental beds

- Design, install and maintain plantings in annual beds
- Design, install and maintain perennial and ground cover plantings
- Perform maintenance (such as weeding, watering, edging, mulching, etc.) in landscape beds
- Perform maintenance (such as pruning, replacing, rejuvenation cuts, etc.) on woody plant material in zones

Turf

- Employ a Turf manager to oversee all Park turf maintenance

Litter

- Supply trash receptacles
- Remove loose litter
- Transport trash receptacles to side of street to be emptied by City

Nature Reserve Maintenance

- Maintain, repair, replace and increase natural plantings throughout the Park in accordance with plans approved by both parties.
- Perform control measures on invasive plants
- Adjust Stop Log Structures to maintain proper water levels in Natural Areas
- Coordinate wildlife management
- Perform high mowing in Natural Areas

Aquatic Management

- Monitor and maintain aquatic ecosystems
- Dredge to retain depth of Post-Dispatch Lake as designed

Irrigation Operations

- Maintain and operate irrigation systems

Jewel Box

- Provide tropical interior-landscape maintenance for Jewel Box

Hardscapes

- Maintain, repair and replace paths (asphalt and soft) including bollards in the Dual Path system
- Maintain, repair and replace donor benches and concrete pads
- Maintain, repair and replace stone slab bridges

Playground Maintenance & Inspections

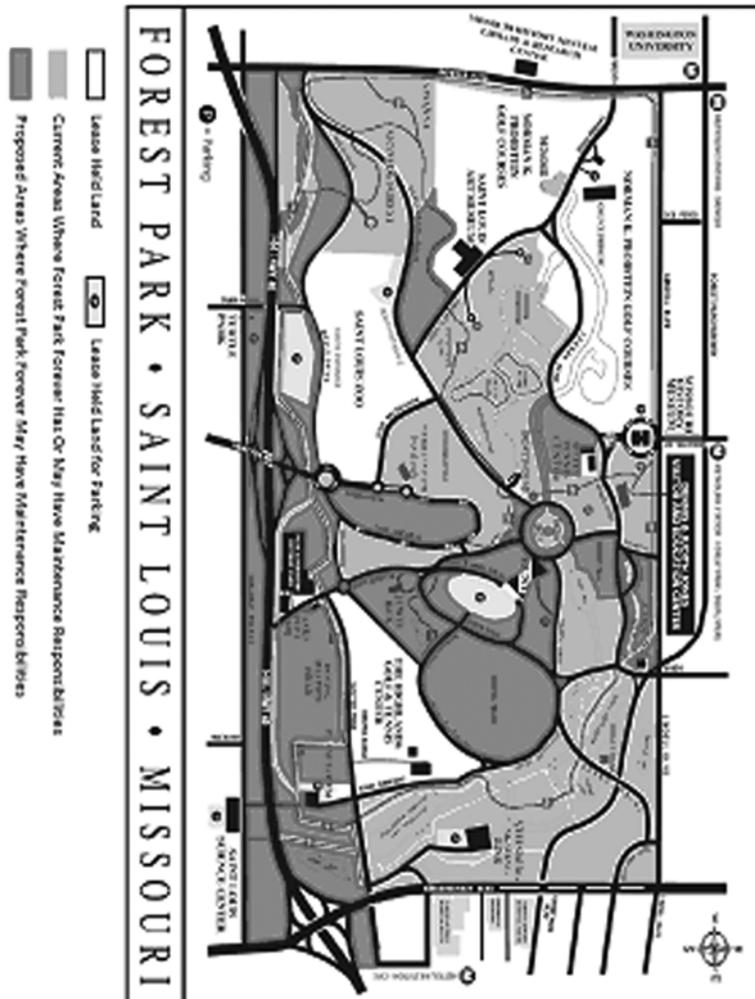
- Maintain, perform safety inspections and repair Variety Wonderland Playground

Event Coordination

- Work with all stakeholders within the Park to coordinate a Master Calendar
- Maintain a “Forest Park” website

Exhibit B Page 3

**EXHIBIT C  
ZONE MANAGEMENT SYSTEM MAP**



**EXHIBIT D****ZONE MAINTENANCE PROCEDURES**

The "Forest Park Management and Maintenance Plan", a collaborative effort with the City of St. Louis and Forest Park Forever also known as the "**Spaid Plan**", dated January 9, 2004; and "Forest Park Ground Maintenance Operations Manual prepared by the City of St. Louis Department of Parks, Recreation and Forestry" dated June 22, 2004 (the "**Manual**") includes lists of standards, procedures, employee positions, trades, equipment, tools, vehicles and services to be included from time to time in the Annual Program and Combined Annual Budget as approved by the Maintenance Steering Committee. Throughout the term of this Agreement, the parties shall use their best efforts to increase Park Maintenance and Operations contained in the Annual Program and Combined Annual Budget and comply with the Spaid Plan and Manual. FPF shall evaluate, modify and recommend to the Maintenance Steering Committee the dates and future timeline FPF shall perform its additional scope and responsibilities.

**EXHIBIT E****STANDARD CONDITIONS FOR SPECIAL EVENTS**

1. Permittees are subject to rules of the Department, the specific terms and conditions of their permit, and all applicable City, State and Federal laws and regulations.
2. Permittees must have their permit in their possession during the Event.
3. Permittees must conform their event to the times and location stated in their permit.
4. Permits may be suspended up to and at the time of the permitted event by the Department if exigent circumstances arise.
5. Permits are not transferable.
6. If Permittees intend to drive vehicles such as buses, trucks, or delivery vans into the Park for their event the permit must include the conditions regarding the use and parking of such vehicles.
7. Permittees are responsible for the cleanup and restoration of their site [and the surrounding area] after the event and the costs associated with the cleanup and/or restoration of the site after the event shall be borne by the Permittee if the site is not cleaned up adequately as determined by the Department.
8. Permittees shall be held liable for any and all damages to property and injuries to persons that may occur as a result of the event. By accepting a permit, Permittees agree to indemnify and hold harmless the City and the Department and FPF for any and all claims whatsoever that may result from such use.
9. Permits are subject to cancellation or relocation to another site by the Director at any time if conditions exist that will increase the likelihood of damage to the Park.
10. Permittees may be required by the Department to post bond or other surety or assurance payable to the Department to pay for any anticipated damage to the Park solely as determined by the Department. The amount of the bond will be determined by the Department based upon the size of the event, the length of the event, the time of year of the event, the nature of the event, the number of people expected to attend the event, prior experience with similar events, and whether the event presents a high risk of damage to the Park.

**Approved: December 6, 2011**

**ORDINANCE #69043**  
**Board Bill No. 44**  
**Committee Substitute**

An ordinance repealing Ordinance 67416 which authorizes a design build contract for an animal shelter and Section Two of Ordinance 65435 which sets forth the Excess Payment Disposition of the Animal Protection Facility Restoration Fund and directing said funds already collected by the Collector of Revenue and being held by the Comptroller to be distributed pursuant to the remaining provisions of Ordinance 65435; authorizing the Comptroller to establish an "Pet Spay, Neuter and Microchip Assistance

Fund" to offer financial assistance to qualified St. Louis City residents for the spaying or neutering and micro-chipping for identification of their dogs and cats to control pet overpopulation in the City of St. Louis; directing the Collector of Revenue to transfer to the Comptroller any amount of money in excess of the amount due on any water bill, personal property or real estate tax bill in the City of St. Louis which is designated by any person, firm or corporation for the "Pet Spay, Neuter and Microchip Assistance Fund" program; the depositing of "Pet Spay, Neuter and Microchip Assistance Fund" funds; and the use of "Pet Spay, Neuter and Microchip Assistance Fund" funds; and containing an emergency clause.

**WHEREAS**, the City of St. Louis Passed Ordinance 67416 authorizing a design build contract for an animal shelter; and,

**WHEREAS**, The City of St. Louis passed Ordinance 65435 authorizing the establishment of a fund to be designated as the "Animal Protection Facility Restoration Fund" for the purpose of paying for the construction and maintenance of a new Animal Protection Facility; and,

**WHEREAS**, the City of St. Louis has collected funds for said facility pursuant to Section Two of Ordinance 65435 and the funds have been placed in a fund established by Sections One and Three of Ordinance 65435; and,

**WHEREAS**, it has been determined that funds shall no longer be collected pursuant to Section Two of Ordinance 65435; and,

**WHEREAS**, new facilities and agents for animal protection have been authorized by the Health Commissioner for the City of St. Louis pursuant to Ordinance 65206 and enforcement thereof; and,

**WHEREAS**, the funds now held by the City shall be distributed pursuant to Sections Four and Five of Ordinance 65435.

**WHEREAS**, a "Pet Spay, Neuter and Microchip Assistance Fund" is being established to offer financial assistance to qualified St. Louis City residents for the spaying or neutering and micro-chipping for identification of their dogs and cats to control pet overpopulation in the City of St. Louis.

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

**SECTION ONE. Repeal of Ordinance 67416.** Ordinance 67416 is hereby repealed.

**SECTION TWO. Repeal of Section Two of Ordinance 65435.** Section Two of Ordinance 65435 is hereby repealed and any designation for collection of Animal House Funds shall be removed from any water bill, refuse bill, personal property or real estate tax bill, however any money which shall be generated until said time said designation can be removed shall be continued to be deposited with the Comptroller and distributed or used as currently provided in and under the remaining provisions of Ordinance 65435.

**SECTION THREE. Use of Funds and Capital Improvements-Use and Clarification.** The remaining provisions of Ordinance 65435 shall continue in full force and effect until such time that all funds currently in the possession of the City and Comptroller have been exhausted and used according to Sections Four and Five of Ordinance 65435. At such time that all funds collected under Ordinance 65435 have been exhausted, Ordinance 65435 shall be no longer be in full force and effect and thereafter have no validity. For clarification of the existing Ordinance 65435 and specifically Sections Four and Five, the funds currently in the possession of the City and Comptroller shall be used to pay for all costs related to the construction and/or maintenance of any new Animal Protection Facility, and for materials and equipment required to maintain such a facility in accordance with Section Four of Ordinance 65435 and the Director of Health and Hospitals shall recommend the use of said funds to the Health and Human Services Committee of the board of Aldermen which shall determine the capital improvements for which the funds should be used consistent with Ordinance 65435, and the Director, upon resolution passed by said Committee shall have the authority to prepare the necessary vouchers for such use of funds and the Comptroller, upon receipt of such voucher, shall draw warrants on the fund for any new facility. A new facility being defined as any facility which is designated by the Health Commissioner to aid in the enforcement of this Ordinance or any other law or ordinance relating to the regulation or licensure of animals, control of animals, or seizure and impoundment of animals of any kind and as recommended by the Director of Health and Hospitals and determined by the Health and Human Services Committee of the Board of Aldermen who shall determine the final use of said funds as provided. No part of the aforementioned funds shall be used for any general operating purpose or expense, salaries, or advertising.

**SECTION FOUR. Pet Spay, Neuter and Microchip Assistance Fund established.** The Comptroller is authorized and directed to establish a fund to be designated as the "Pet Spay, Neuter and Microchip Assistance Fund" for the purpose to offer financial assistance to qualified St. Louis City residents for the spaying or neutering and micro-chipping for identification of their dogs and cats to control pet overpopulation in the City of St. Louis. All interest earned by the funds deposited in such special account shall be retained in the account to be appropriated according to provisions of this ordinance. All expenditures from such fund shall

be appropriated in accordance with applicable law.

**SECTION FIVE. Excess payment disposition.** When any person, firm or corporation participating in the "Pet Spay, Neuter and Microchip Assistance Fund" program pays an amount in excess of the amount due on any water bill, personal property or real estate tax bill the Collector of Revenue shall remit to the Comptroller the excess amount on a monthly basis.

**SECTION SIX. Deposit in Pet Spay, Neuter and Microchip Assistance Fund.** The Comptroller, upon receipt of such excess payments designated for the "Pet Spay, Neuter and Microchip Assistance Fund" program remitted by the collector, shall place said receipted payments in the Neuter Assistance and Education Fund, as codified in Section 10.04.165 of the Revised Code of the City of St. Louis.

**SECTION SEVEN. Use of funds.** Funds maintained in "Pet Spay, Neuter and Microchip Assistance Fund" account shall only be used for the purpose of offering financial assistance to qualified St. Louis City residents for the spaying or neutering and micro-chipping for identification of their dogs and cats. The Commissioner of Health shall provide annually to all members of the Board of Aldermen a report detailing the use of funds provided by the "Pet Spay, Neuter and Microchip Assistance Fund."

**SECTION EIGHT. Emergency Clause.** The passage of this ordinance, being deemed necessary for the immediate preservation of the public peace, health and safety, is declared to be an emergency ordinance as provided for by Article IV, Sections 19 and 20 of the Charter of the City of St. Louis and shall be effective immediately upon the approval of the Mayor.

**Approved: December 12, 2011**

**ORDINANCE #69044**  
**Board Bill No. 171**

An ordinance, recommended by the Board of Estimate and Apportionment, authorizing and directing the Mayor on behalf of the City of St. Louis to apply for a grant and authorizing and directing the Mayor and the Comptroller to enter into and execute an Agreement with the Missouri Department of Economic Development ("MoDED") for a grant to assist with the cost of repairs to homes in the City of St. Louis damaged by a tornado and associated storms that occurred on December 31, 2010, hereinafter referred to as the "Lewis Place Tornado Damage Relief Project", appropriating the sum of Five Hundred Thousand Dollars (\$500,000), authorizing and directing the Director of the Community Development Administration ("CDA") to contract with municipal agencies, non-profit corporations and other entities, as necessary for the expenditure of CDBG funds and directing the Comptroller to issue warrants thereon upon the City Treasury; and containing an emergency clause.

**WHEREAS**, Congress approved the Consolidated Security, Disaster Assistance and Continuing Appropriations Act of 2009 (Public Law 110-329), which appropriated \$6.5 billion in Community Development Block Grant funds for necessary expenses related to disaster relief, long-term recovery and restoration of infrastructure, housing and economic revitalization in areas affected by hurricanes, flooding and other natural disasters; and

**WHEREAS**, additional 2008 CDBG funds were made available to the State of Missouri to address disaster relief; and

**WHEREAS**, the Missouri Department of Economic Development is administering said 2008 CDBG funds; and,

**WHEREAS**, in order to receive any of these funds, the City of St. Louis must submit a grant application to the Missouri Department of Economic Development; and,

**WHEREAS**, on December 31, 2010, a tornado and associated high winds and other severe weather conditions resulted in damage to many structures in the certain neighborhoods of the City of St. Louis; and,

**WHEREAS**, the State of Missouri Department of Economic Development has agreed to assist the City in providing funding for repairs necessitated by storm-caused damage to a number of those owner-occupied dwellings up to a maximum amount of Five Hundred Thousand Dollars (\$500,000); and,

**WHEREAS**, the City has prepared a certain grant application for home repair funding and the City desires to appropriate the CDBG-Disaster Funds for this project.

**WHEREAS**, the City of St. Louis is required to provide matching funds dollar for dollar up to the maximum amount of Five Hundred Thousand Dollars (\$500,000); and

**WHEREAS**, said matching funds in the amount of Five Hundred Thousand Dollars (\$500,000) are to be transferred from the 2011 CDBG Major Initiatives Allocation approved in Ordinance No. 68787 to Contract #11-36-21/11-HM-36-21, the Senior Home Security/Healthy Home Repair Program (HHRP), operated by Home Services, Inc., also approved pursuant to Ordinance No. 68787

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

**Section One.** The Mayor of the City of St. Louis, on behalf of the City, is hereby authorized and directed to submit a certain grant application for the Lewis Place Tornado Damage Relief Project to the Missouri Department of Economic Development for funding with 2008 CDBG-Disaster funds available to the department.

**Section Two.** There is hereby appropriated the sum of Five Hundred Thousand Dollars (\$500,000) of CDBG Disaster funds for the Lewis Place Tornado Damage Relief Project. The Director of CDA is hereby authorized to make, negotiate and execute any and all contracts or other documents necessary to carry out the City's CDBG Disaster-funded Lewis Place Tornado Damage Relief Project and to expend said funds for the purpose and in the amount herein specified and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon.

**Section Three.** The sum of Five Hundred Thousand Dollars (\$500,000) is hereby transferred from the 2011 CDBG Major Initiatives Allocation approved in Ordinance No. 68787 to Contract #11-36-21/11-HM-36-21, the Senior Home Security/Healthy Home Repair Program (HHRP), operated by Home Services, Inc., also approved pursuant to Ordinance No. 68787 and to expend said funds for the purpose and in the amount herein specified and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon.

**Section Four.** This being an ordinance necessary for the immediate preservation of the public peace, health and safety and making appropriations for the payment of principal and interest on public debt and for the current expenses of the City government, an emergency is hereby declared to exist within the meaning of Section 20, Article IV, of the Charter and this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

**Approved: December 12, 2011**

**ORDINANCE #69045  
Board Bill No. 199**

An ordinance, recommended and approved by the Board of Estimate and Apportionment, authorizing the Mayor of the City of St. Louis, on behalf of the City, to apply for funding under the United States Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control being offered pursuant to a Federal Fiscal Year 2011 Notice of Funding Availability (the "NOFA") for the Lead Hazard Reduction Demonstration Grant (LHRD) Program, authorizing the Mayor and the Comptroller on behalf of the City to enter into and execute agreements with HUD for the receipt of Fiscal Year 2011 Lead Hazard Reduction Demonstration, appropriating the sum of a maximum federal obligation of Three Million Dollars (\$3,000,000) awarded through the LHRD Grant Program, and directing the Director of Public Safety and the Building Commissioner, the Health Commissioner and Director of the Community Development Administration (CDA) to contract with municipal agencies, non-profit corporations and other entities as necessary for the expenditure of LHRD funds for the purpose of expansion and continuation of the Mayor's Lead Safe St. Louis Comprehensive Action Plan which will include activities such as lead screening, testing, outreach, education, inspection services, clearance testing, lead hazard remediation, enforcement, temporary relocation, administration, and directing the Comptroller to issue warrants thereon upon the City Treasury; and containing an emergency clause.

**WHEREAS**, the City of St. Louis has been awarded Lead Hazard Reduction Demonstration Grant funds MOLHD0022-11 ("LHRD Grant") from the United States Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control under the Federal Fiscal Year 2011 Notice of Funding Availability; and

**WHEREAS**, the LHRD Grant will make available to the City the sum of Three Million Dollars (\$3,000,000) for lead-based paint hazard control in privately owned housing; and

**WHEREAS**, the City has identified grant-related needs, and

**WHEREAS**, the Board of Aldermen wishes to appropriate the LHRD Grant funds for these needs and authorize the expenditure of the grant funds for grant-related purposes.

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

**Section One.** The Mayor of the City of St. Louis, on behalf of the City, is hereby authorized to enter into grant agreements from the Department of Housing and Urban Development.

**Section Two.** There is hereby appropriated the sum of Three Million Dollars (\$3,000,000) of LHRD funds for the purposes described in Exhibit A incorporated herein by reference. The Director of Public Safety, Building Commissioner, Health Commissioner and Director of CDA are hereby authorized to make, negotiate and execute any and all contracts or other documents, on behalf of the City, which are necessary to carry out said programs and to expend said funds for the purposes and in the amounts specified in Exhibit A hereto, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon.

**Section Three.** This being an ordinance necessary for the immediate preservation of the public peace, health and safety and providing for public works, an emergency is hereby declared to exist within the meaning of Sections 19 and 20, Article IV, of the Charter and this ordinance shall in full force and effect immediately upon its passage and approval by the Mayor.

EXHIBIT A			
LEAD SAFE ST. LOUIS - BUDGET			
GRANT PARTNERS	GRANT AMOUNT	MATCH AMOUNT	TOTAL AMOUNT
LHRD Grant Administration Program Community Development Administration	\$409,540		\$409,540
LHRD Grant Remediation Program Building Division	\$1,916,455	\$1,050,000	\$2,966,455
LHRD Case Management, Education and Relocation Program Department of Health	\$499,255		\$499,255
Relocation Program Catholic Charities Housing Resource Center	\$25,000		\$25,000
Compliance Monitoring Missouri Department of Health and Senior Services	\$35,000		\$35,000
YEHS Training and Abatement Program Youth Education and Health In Soulard	\$60,000		\$60,000
Lead Hazard Tracking Database Maintenance and Upgrades Wireless Blue Yonder	\$54,750		\$54,750
<b>TOTAL AMOUNT</b>	<b>\$3,000,000</b>	<b>\$1,050,000</b>	<b>\$4,050,000</b>

**Approved: December 12, 2011**

**ORDINANCE #69046  
Board Bill No. 215**

An Ordinance recommended by the Planning Commission on November 2, 2011, to change the zoning of property as indicated on the District Map, from "J" Industrial District and "K" Unrestricted District to the "J" Industrial District, only, in City Block 936 (2219-33 Delmar), so as to include the described parcels of land in City Block 936; 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 Block 936 is hereby changed to the "J" Industrial District, only, real property being particularly described and shown in Exhibit A as follows:

Partition according to the plat marked "A" attached to the Decree of the St. Louis Circuit Court recorded in Deed Book G3, Page 30 of the St. Louis City Records and part of the Southern half of an East-West Alley vacated by Ordinance No. 62451 of the City of St. Louis, situated in City Block 936 of the City of St. Louis being more particularly described as follows:

Beginning at a point on the Northern right of way line of Delmar Boulevard, 80 feet wide, at its intersection with a point on the Eastern right of way line of 23rd Street, 60 feet wide; thence Easterly, along the Northern right of way line of said Delmar Boulevard, 268 feet, more or less, to a point, being 108.00 feet West of the Eastern right of way line of 22nd Street, as measured along the Northern right of way line of said Delmar Boulevard; thence Northerly, along a line parallel with the Western right of way line of said 22nd Street, 154.63 feet, more or less, to the former Centerline of an Alley, 20 feet wide, vacated by Ordinance No. 62451 of the City of St. Louis; thence Westerly, along the former Centerline of said vacated Alley, 268 feet, more or less to its intersection with a point on the Eastern right of way line of said 23rd Street; thence in a Southerly direction, along the Eastern right of way line thereof, 154.63 feet, more or less, to the point of beginning, containing 0.951 acres, more or less. This description has been prepared from available information of record and is subject to the results of a property boundary survey performed in accordance with the current Missouri Minimum Standards for Property Boundary Surveys as established by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Landscape Architects. THE CLAYTON ENGINEERING COMPANY, October 14, 2011

**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: December 12, 2011**

**ORDINANCE #69047**  
**Board Bill No. 223**

An ordinance authorizing and directing the Mayor, on the behalf of the City of St. Louis, to submit all necessary applications and to enter into agreements with the Missouri Foundation for Health or any other agency (Grant # 11-0226-HAC) for the "St. Louis Healthy Corner Store Project;" and with the Missouri Foundation for Health or any other agency (Grant # 11-0442-SOF-11) for the "Community Health Assessment/Improvement Plan;" and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said grants to fulfill the obligations of the grants, and containing an emergency clause.

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

**SECTION ONE:** The Mayor, on the behalf of the City of St. Louis, is hereby authorized and directed to submit all necessary applications and to enter into any agreements with the Missouri Foundation for Health or any other agency (Grant # 11-0226-HAC) for the "St. Louis Healthy Corner Store Project;" and with the Missouri Foundation for Health or any other agency (Grant # 11-0442-SOF-11) for the "Community Health Assessment/Improvement Plan;" and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said grant to fulfill the obligations of the grant.

**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: December 12, 2011**

**ORDINANCE #69048**  
**Board Bill No. 221**  
**Committee Substitute**

An ordinance recommended by the Board of Estimate and Apportionment to amend Ordinance #68957 authorizing and directing the issuance and delivery of not to exceed \$3,500,000 plus issuance costs principal amount of tax increment revenue notes (North Broadway Carrie Redevelopment Project Series 20\_\_-A/B) of the City of St. Louis, Missouri by adding Love's Travel Stops & Country Stores, Inc. or a related entity as an approved investor, providing for the creation of CID and TDD Revenue Accounts in the Special Allocation Fund, pledging certain funds in the CID and TDD Revenue Account to the repayment of TIF notes, and amending Exhibit B, the Form of Note, and containing a severability clause.

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

**Section 1.** The definition of "Approved Investors," "Available Revenues" and "Special Allocation Fund" in Section 1.1 of Ordinance 68957 are hereby repealed and in lieu thereof three new definitions are enacted to read as follows:

“Approved Investors” means (a) the Developer or a Related Entity, (b) an “accredited investor” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, (d) Love’s, or (e) any general business company or enterprise with total assets in excess of \$50,000,000.

“Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTS Account, (b) the CID Revenues Account, (c) the TDD Revenues Account, and (d) subject to annual appropriation, the EATS Account that have been appropriated to repayment of the TIF Notes, (i) excluding any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

“Special Allocation Fund” means the City of St. Louis, Missouri, North Broadway Carrie Special Allocation Fund created by Ordinance No. 68878 [Board Bill No. 280] effective on March 23, 2011 and including the accounts for the North Broadway Carrie Redevelopment Project into which TIF Revenues are from time to time deposited in accordance with the TIF Act and this Ordinance, including the PILOTS Account, the EATS Account, the CID Revenues Account, and the TDD Revenues Account.

**Section 2.** Section 1.1 of Ordinance 68957 is hereby amended by adding the following new definitions:

“CID” or “Community Improvement District” means the North Broadway Carrie Community Improvement District, a community improvement district and political subdivision of the State of Missouri formed or to be formed by the City pursuant to Sections 67.1401 to 67.1571 RSMo. (2000) (the “CID Act”), which includes a portion of the Redevelopment Area.

“CID Project Costs” means the costs incurred by or on behalf of Developer with respect to the “Project” identified in that certain Petition to Establish the CID filed with the City (as amended and as may be further amended from time to time).

“CID Revenues” shall mean the proceeds, after deduction for costs of collection and/or administration, from the imposition of the CID Sales Tax which are not captured as EATs but are instead pledged by the CID to the City for deposit in the CID Revenue Account of the Revenue Fund of the Special Allocation Fund for the repayment of TIF Notes.

“CID Revenues Account” means the CID Revenue Account of the Special Allocation Fund.

“CID Sales Tax” means a sales and use tax imposed by the CID of up to one percent (1%) upon all taxable retail sales within the CID pursuant to the CID Act.

“Love’s” means Love’s Travel Stop & Country Stores, Inc. or a related entity.

“TDD” or “Transportation Development District” means the Broadway Carrie Transportation Development District, a transportation development district and political subdivision of the State of Missouri formed or to be formed pursuant to Sections 238.200 to 238.275 RSMo. (2000) (the “TDD Act”), which includes a portion of the Redevelopment Area.

“TDD Act” means the Missouri Transportation Development District Act, Sections 238.200 to 238.275, Revised Statutes of Missouri (2000), as amended.

“TDD Project Costs” means the costs incurred by or on behalf of Developer with respect to that certain TDD Project.

“Transportation Project” as defined in that certain Petition to Establish the Broadway Carrie Transportation Development District filed with the Circuit Court of the City of St. Louis with respect to the TDD.

“TDD Revenues” shall mean the proceeds, after deduction for costs of collection and/or administration, and a deduction for costs relating to the operation and maintenance of the Transportation Project, from the imposition of the TDD Sales Tax which are not captured as EATs but are instead pledged by the TDD to the City for deposit in the TDD Revenue Account of the Revenue Fund of the Special Allocation Fund for the repayment of TIF Notes.

“TDD Revenue Account” means the TDD Revenue Account of the Special Allocation Fund.

“TDD Sales Tax” means a sales and use tax imposed by the TDD of up to one percent (1%) upon all taxable retail sales within the TDD pursuant to the TDD Act.

**Section 3.** Section 2.6 of Ordinance 68957 is hereby repealed and one new section enacted in lieu thereof to read as follows:

Section 2.6 Registration, Transfer and Assignment. So long as the TIF Notes remain outstanding, the City shall cause to be kept at the office of the Finance Officer books for the registration, transfer and exchange of the TIF Notes as herein provided. The TIF Notes when issued shall be registered in the name of the Original Purchaser thereof on the Register.

The TIF Notes and beneficial interest therein may only be purchased by an Original Purchaser and transferred or assigned to the Developer, a Related Entity, a Qualified Institutional Buyer, Love’s or Project Lender upon the execution by each proposed purchaser, transferee or assignee of a letter in substantially the form of Exhibit C, attached hereto and incorporated herein by reference, stating that such Original Purchaser, transferee or assignee (i) is an Approved Investor and (ii) has sufficient knowledge and experience in business and financial matters in general, and investments such as the TIF Notes in particular, to enable the Original Purchaser, transferee or assignee to evaluate the risks involved in an investment in the TIF Notes. The TIF Notes may be transferred and exchanged only upon the records of the City. Upon surrender of a TIF Note to the Finance Officer, the Finance Officer shall transfer or exchange the TIF Notes for a new TIF Note or TIF Notes, which shall be (i) in the form of fully registered Notes without coupons in minimum denominations of One Thousand Dollars (\$1,000), except with respect to the TIF Notes issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which TIF Notes may be issued in any denomination, subject to the limitation on the aggregate principal amount, and (ii) of the same Maturity Date and in the same aggregate principal amount outstanding as the TIF Note which was presented for transfer or exchange. The TIF Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Finance Officer, duly executed by the Owner thereof or by the Owner's duly authorized agent. Upon any transfer, exchange or assignment as provided in this Section, the transferor shall reimburse the City for all of the reasonable out-of-pocket costs incurred by the City in connection with the administration of such transfer, exchange or assignment.

**Section 4.** Subsection 4.1(c) of Ordinance 68957 is hereby repealed and one new subsection enacted in lieu thereof to read as follows:

(c) a Revenue Fund and, within it, (i) a PILOTS Account; and (ii) an EATS Account, (iii) a CID Revenues Account; and (iv) a TDD Revenues Account, into which all Available Revenues shall be deposited;

**Section 5.** Subsection 4.3(a) of Ordinance 68957 is hereby repealed and in lieu thereof one new section enacted to read as follows:

(a) On or before the date that is five (5) days prior to each Payment Date while the TIF Notes remain outstanding, the City shall transfer and deposit:

- (i) Those Available Revenues attributable to PILOTS into the PILOTS Account of the Revenue Fund; and
- (ii) Those Available Revenues attributable to EATS into the EATS Account of the Revenue Fund; and
- (iii) Those Available Revenues attributable to CID Revenues into the CID Revenues Account of the Revenue Fund; and
- (iv) Those Available Revenues attributable to TDD Revenues into the TDD Revenues Account of the Revenue Fund.

**Section 6.** Exhibit B of Ordinance 68957 is hereby repealed and in lieu thereof the following Exhibit B attached hereto is enacted.

**Section 7.** Severability. 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.

**EXHIBIT B  
Form of Note**

**THIS TIF NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY TO THE "DEVELOPER," A "RELATED ENTITY," AN "APPROVED INVESTOR," A "QUALIFIED INSTITUTIONAL BUYER" OR "PROJECT LENDER," AS DEFINED IN THE NOTE ORDINANCE, AND IN ACCORDANCE WITH THE PROVISIONS HEREOF.**

**UNITED STATES OF AMERICA  
STATE OF MISSOURI**

Registered

Registered

No. R-\_\_

**Not to Exceed \$3,500,000**  
plus Issuance Costs  
(See **Schedule A** attached)

**CITY OF ST. LOUIS, MISSOURI  
[TAXABLE][TAX-EXEMPT] TAX INCREMENT REVENUE NOTE  
(North Broadway Carrie Redevelopment PROJECT)  
SERIES 20\_\_-A/B**

Rate of Interest:                      Maturity Date:                      Dated Date:                      CUSIP Number:  
[\_\_%]    \_\_\_\_\_    \_\_\_\_\_,    None

REGISTERED OWNER:

PRINCIPAL AMOUNT:    See SCHEDULE A attached hereto.

The CITY OF ST. LOUIS, MISSOURI, a body corporate and a political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (the "City"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown from time to time on Schedule A attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on Schedule A attached hereto or from the most recent Payment Date to which interest has been paid or duly provided for, at the Rate of Interest shown above computed on the basis of a 360-day year of twelve 30-day months. Interest and principal shall be payable each March 1 and September 1 (each, a "Payment Date"), commencing on the first March 1 or September 1 following the City's acceptance or deemed acceptance of the Certificate of Substantial Completion in accordance with the Redevelopment Agreement between the City and Broadway Carrie TIF, Inc. (the "Developer"), dated as of \_\_\_\_\_, 2011, as amended (the "Redevelopment Agreement"), until all principal and interest accruing pursuant to this TIF Note is paid in full except as otherwise provided herein. The TIF Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in Ordinance No. \_\_\_\_\_ signed by the Mayor on \_\_\_\_\_, 2011 (the "Note Ordinance") or the Redevelopment Agreement.

**THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS TIF NOTE TERMINATE \_\_\_\_\_, WHICH IS TWENTY-THREE YEARS FROM THE EFFECTIVE DATE OF THE ORDINANCE APPROVING THE REDEVELOPMENT PROJECT, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL. REFERENCE IS MADE TO THE NOTE ORDINANCE FOR A COMPLETE DESCRIPTION OF THE CITY'S OBLIGATIONS HEREUNDER.**

Subject to the preceding paragraph, the principal of and interest on this TIF Note shall be paid at maturity or upon earlier redemption as provided in Article III of the Note Ordinance to the person in whose name this TIF Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this TIF Note at the payment office of the Finance Officer of the City or her authorized agent (the "Finance Officer"). The principal of and interest on the TIF Notes shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts

due the United States of America. The principal of or interest on this TIF Note shall be payable by check or draft or by wire transfer to the person in whose name this TIF Note is registered at the office of the Finance Officer to the Registered Owner on the Register on each Payment Date. Except as otherwise provided in Section 2.8 of the Note Ordinance with respect to mutilated, destroyed, lost or stolen TIF Notes, no principal on the TIF Notes is payable unless the Registered Owner thereof has surrendered such TIF Notes at the office of the Finance Officer.

This TIF Note is one of an authorized series of fully registered Notes of the City designated "City of St. Louis, Missouri, [Taxable][Tax-Exempt] Tax Increment Revenue Notes (North Broadway Carrie Redevelopment Project), Series 20\_\_\_\_-A/B," issued in an aggregate principal amount of not to exceed \$3,500,000 plus Issuance Costs (the "TIF Notes" or "Notes"). The TIF Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with the Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, of the Revised Statutes of Missouri, as amended (the "Act"), and pursuant to the Note Ordinance.

The TIF Notes and the interest thereon are and shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest, by the Available Revenues and other moneys pledged thereto and held by the Finance Officer as provided herein. "Available Revenues" means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTS Account; (b) the CID Revenue Account, (c) the TDD Revenue Account, and (d) subject to annual appropriation, the EATS Account that have been appropriated to the repayment of TIF Notes, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

The monies on deposit in the EATS Account of the Special Allocation Fund are those amounts subject to annual appropriation by the Board of Aldermen, equal to fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 2010 (subject to annual appropriation by the City as provided in the Act), while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all in accordance with Section 99.845.3 of the Act, as may be amended from time to time. Notwithstanding the foregoing, EATS shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

The Series A TIF Notes shall be equally and ratably secured by Available Revenues. The Series B TIF Notes shall be equally and ratably secured by the Available Revenues on a subordinate basis to the Series A Notes. The TIF Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available Revenues. The taxing power of the City is not pledged to the payment of the TIF Notes either as to principal or interest. The TIF Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. **THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE TIF NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE TIF NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).**

Available Revenues shall be applied, first from the EATS Account, and then from the CID Account and the TDD Account, and then from the PILOTS Account to payments on this TIF Note as follows:

*First*, to payment of arbitrage rebate, if any, owed with respect to the TIF Notes under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate;

*Second*, to the Finance Officer of the City and the St. Louis Development Corporation (which monies shall be paid one half to the Finance Officer and one half to the St. Louis Development Corporation), 0.2% of the Notes outstanding on each Payment Date, plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Agreement that have not otherwise been reimbursed to the City through the issuance of TIF Notes;

*Third*, to Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on any Series A TIF Notes on each Payment Date;

*Fourth*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series A TIF Notes on each Payment Date;

*Fifth*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series A TIF Notes on the next succeeding Payment Date;

*Sixth*, for transfer to the Debt Service Reserve Fund, if established, such amount as may be required to restore any deficiency in the Debt Service Reserve Fund if the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement;

*Seventh*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series A TIF Notes that are subject to redemption pursuant to the Note Ordinance on each Payment Date;

*Eighth*, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on the Series B Note on each Payment Date;

*Ninth*, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series B Note on each Payment Date;

*Tenth*, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series B Notes on the next succeeding Payment Date;

*Eleventh*, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series B Note that is subject to redemption pursuant to this Note Ordinance on each Payment Date; and

*Twelfth*, all other remaining money in the PILOTS Account and the EATS Account of the Special Allocation Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act, as applicable.

Upon the payment in full of the principal of and interest on the TIF Notes (or provision has been made for the payment thereof as specified in the Note Ordinance), payment in full of the fees and expenses of the Finance Officer and the St. Louis Development Corporation, and payment in full of any other amounts required to be paid under the Note Ordinance, all amounts remaining on deposit in the Revenue Fund and the Debt Service Fund shall be declared as surplus and distributed in the manner provided in the Act.

The City covenants that it shall comply with the Charter of the City of St. Louis, Article XVI, Section 3 for each fiscal year that TIF Notes are outstanding and the City official(s) shall request an appropriation of all Available Revenues on deposit in the Special Allocation Fund for application to the payment of the principal of (including, but not limited to, payment of a premium, if any) and interest on the TIF Notes.

**NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE NOTE ORDINANCE TO THE CONTRARY, THE TIF NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTION 7.8 OF THE REDEVELOPMENT AGREEMENT.**

The TIF Notes are subject to optional redemption by the City in whole at any time or in part on any Payment Date at a redemption price of 100% of the principal amount of the TIF Note to be redeemed, plus accrued interest thereon to the date fixed for redemption.

The TIF Notes are subject to special mandatory redemption by the City on each Payment Date, at a redemption price equal to 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to Available Revenues on deposit in the applicable accounts of the Special Allocation Fund and which are not required for the payment of accrued interest on such Payment Date.

The TIF Notes or portions of Notes to be redeemed shall become due and payable on the redemption date, at the redemption price therein specified, and from and after the redemption date (unless the City defaults in the payment of the redemption price) such TIF Notes or portion of TIF Notes shall cease to bear interest. Upon surrender of such TIF Notes for redemption in accordance with such notice, the redemption price of such TIF Notes shall be paid by the Finance Officer. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any TIF Note, there shall be prepared for the Registered Owner a new TIF Note or Notes of the same maturity in the amount of the unpaid

principal as provided herein. All TIF Notes that have been redeemed shall be cancelled and destroyed by the Finance Officer as provided herein and shall not be reissued.

TIF Notes shall be redeemed only in the principal amount of One Thousand Dollars (\$1,000) or any integral multiple thereof. When less than all of the outstanding TIF Notes are to be redeemed and paid prior to maturity, such TIF Notes shall be selected by the Finance Officer in One Thousand Dollar (\$1,000) units of face value in such equitable manner as the Finance Officer may determine.

The TIF Notes are issuable in the form of fully registered Notes without coupons in minimum denominations of One Hundred Thousand Dollars (\$100,000) or any integral multiple \$1,000 in excess thereof, except with respect to the Notes issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which Notes may be issued in any denomination, subject to the limitation on the aggregate Principal Amount.

This TIF Note may be transferred or exchanged as provided in the Note Ordinance only upon the Register, upon surrender of this TIF Note together with a written instrument of transfer satisfactory to the Finance Officer duly executed by the Registered Owner or the Registered Owner's duly authorized agent.

**THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO PURCHASE, TRANSFER, ASSIGN OR NEGOTIATE THIS TIF NOTE SHALL BE LIMITED TO PURCHASE, TRANSFER, ASSIGNMENT OR NEGOTIATION TO THE DEVELOPER, A RELATED ENTITY, AN APPROVED INVESTOR, A QUALIFIED INSTITUTIONAL BUYER OR PROJECT LENDER, AS SUCH TERMS ARE DEFINED IN THE NOTE ORDINANCE, AND UPON THE EXECUTION BY THE PROPOSED PURCHASER OR TRANSFEREE OF AN INVESTMENT LETTER IN SUBSTANTIALLY THE FORM OF EXHIBIT C TO THE NOTE ORDINANCE, SIGNED BY THE PROPOSED PURCHASER OR TRANSFEREE, SHOWING THAT THE PROPOSED PURCHASER OR TRANSFEREE IS AN APPROVED INVESTOR. "Approved Investor" is defined in the Note Ordinance, and includes, among others, (a) the Developer or a Related Entity, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) Love's, (d) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933 or (e) any general business company or enterprise with total assets in excess of \$50,000,000.**

Subject to the limitations of the preceding paragraph, upon surrender thereof at the office of the Finance Officer, the Finance Officer shall transfer or exchange any TIF Note for a new TIF Note of the same maturity and in the same principal amount as the outstanding principal amount of the TIF Note that was presented for transfer or exchange. Any TIF Note presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Finance Officer, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

This TIF Note shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Finance Officer.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the TIF Notes have existed, happened and been performed in due time, form and manner as required by law.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, THE CITY OF ST. LOUIS, MISSOURI has executed this TIF Note by causing it to be signed by the manual or facsimile signature of its Mayor and Finance Officer and attested by the manual or facsimile signature of its City Register, and its official seal to be affixed or imprinted hereon, and this TIF Note to be dated as of the effective date of registration as shown on Schedule A attached hereto.

CITY OF ST. LOUIS, MISSOURI

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

By: \_\_\_\_\_  
Finance Officer

Attest:

(Seal)

\_\_\_\_\_  
City Register

Approved as to Form:

\_\_\_\_\_  
**Approved: December 19, 2011**

**ORDINANCE #69049**  
**Board Bill No. 190**  
**Floor Substitute**

An Ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the Comptroller to issue various Requests for Proposal to secure bond counsel, financial advisors, underwriters, underwriters' counsel and any other professional services necessary to prepare documents required to issue the Bonds, in the manner and amounts provided below; authorizing and directing the City to take action to prepare to issue and sell its City Revenue Bonds in an aggregate principal amount of approximately \$34,000,000 to allow for the planting of trees and other landscape materials in the City right of way and for the improvement of long-lasting, essential capital improvements to City Parks (other than Forest Park) as provided herein, and authorizing and directing the St. Louis Municipal Finance Corporation to issue and sell the Forest Park Bonds in an aggregate principal amount of not to exceed \$30,000,000 for the improvement of Forest Park, all for the general welfare, safety and benefit of the citizens of the City; prescribing other matters relating thereto; and 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 containing a Severability Clause.

**WHEREAS**, The City of St. Louis and its citizens will benefit from park improvements in parks City-wide, including Forest Park; and

**WHEREAS**, pursuant to Section 94.577 of the Revised Statutes of Missouri, and Ordinance 62885, the voters of the City on August 3, 1993, approved the collection of a one-half cent capital improvements sales tax for the purpose of funding capital improvements, including the operation and maintenance of capital improvements; and

**WHEREAS**, pursuant to Ordinance No. 60416, as amended by Ordinance No. 61250, the City has established a special trust fund known as the "Capital Improvements Sales Tax Trust Fund" to be used to fund capital improvements from, among other sources, a capital improvements sales tax; and

**WHEREAS**, pursuant to Ordinance 62885, 17% of the Capital Improvement Sales Tax Trust Funds are dedicated to "Major Parks" and then further divided into subaccounts based on relative acreage of such Major Parks; as a result of which 10.421% (61.3% of the 17%) of the proceeds of the Capital Improvement Sales Tax is dedicated to Forest Park and of which 6.579% (38.7% of the 17%) of the proceeds of the Capital Improvements Sales Tax is applied to the other Major Parks; and

**WHEREAS**, pursuant to Sections 67.1700 to 67.1769 of the Revised Statutes of Missouri, and Ordinance 64994, the voters of the City in November, 2000, approved the collection of a one-tenth of one cent sales tax on all retail sales made in the City of St. Louis for the purpose of funding the creation, operation and maintenance of a Metropolitan Park and Recreation District; and

**WHEREAS**, pursuant to Ordinance 64994, 40% of City's 50% share of the Metropolitan Park and Recreation District tax shall be applied to the "Major Parks" and then further divided based on relative acreage of such Major Parks; as a result of which 24.5% (61.3% of the 40%) of the City's share of the proceeds of the Metropolitan Parks and Recreation District tax is dedicated to Forest Park and 15.5% (38.7% of the 40%) of the City's share of the proceeds of the Metropolitan Parks and Recreations District tax is dedicated to other Major Parks – the remaining 60% of the 50% share of the Metropolitan Park and Recreation District tax shall be applied to the City-wide Parks; and

**WHEREAS**, pursuant to Ordinance 67477, \$1,200,000 of General Fund revenue that is deposited in the Neighborhood Park Fund and dedicated annually to neighborhood parks throughout the City; and

**WHEREAS**, Chapter 5.74 of the City Code requires that certain revenues earned in Forest Park be held in the “Forest Park Fund” created and existing pursuant to Ordinance 51336 and used for capital improvements to Forest Park; and

**WHEREAS** the Board of Aldermen is responsible for approving budgets for the City and is desirous of making a commitment of budget resources commencing in FY 2013 and thereafter to support the design and construction of park improvements in parks City-Wide, including Forest Park, in order to address deferred maintenance and other important capital improvements, through the issuance of the City Revenue Bonds secured by: (i) a portion of the Capital Improvement Sales Tax Trust Fund, (ii) a portion of the Metropolitan Parks and Recreations District tax, and (iii) \$1,200,000 of Neighborhood Parks Fund general revenue funding annually, and through the issuance of the Forest Park Bonds secured by (i) a portion of the Capital Improvement Sales Tax Trust Funds, (ii) a portion of the Metropolitan Parks and Recreations District tax, and (iii) Forest Park Earned Revenue; and

**WHEREAS**, all bonds, including the proposed Bonds must obtain a positive recommendation of the Board of Estimate and Apportionment; and

**WHEREAS** the City desires to issue Bonds for the purposes set forth herein;

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

**SECTION ONE. Definitions.** The following terms when used herein shall have the meaning set forth in this Section One:

“Bonds” shall mean collectively the City Revenue Bonds and the Forest Park Bonds;

“Capital Improvement Sales Tax Trust Fund” - pursuant to Section 94.577, Revised Statutes of Missouri, the voters of the City on August 3, 1993, approved the collection of a one-half cent capital improvements sales tax for the purpose of funding capital improvements, including the operation and maintenance of capital improvements and by Ordinance No. 60416, as amended by Ordinance No. 61250, the Board of Aldermen of the City has established a special trust fund known as the “Capital Improvements Sales Tax Trust Fund” to be used to fund capital improvements from, among other sources, a capital improvements sales tax;

“City Parks” shall mean City-Wide Parks and Major Parks;

“City Revenue Bonds” shall mean the City’s revenue bonds issued in an aggregate principal amount of approximately \$34,000,000 for the design, construction, renovation, equipping and installation of site furnishings and improvements for City Parks (other than Forest Park);

“City-Wide Parks” shall mean the neighborhood parks to be funded pursuant to Ordinances 64994 and 67447;

“Corporation” shall mean the St. Louis Municipal Finance Corporation;

“Forest Park” shall mean the approximately 1293.22-acre park bounded generally by Lindell on the North, Kingshighway and Euclid on the East, I-64/40 on the South and Skinker on the West;

“Forest Park Bonds” shall mean Subordinate Forest Park Leasehold Revenue Improvement Bonds (City of St. Louis, Missouri, Lessee) in an aggregate principal amount of approximately \$30,000,000 for the design, construction, renovation, equipping and installation of site furnishings and improvements for Forest Park ;

“Forest Park Earned Revenue” - Chapter 5.74 of the City Code requires that certain revenues earned in Forest Park be held in the “Forest Park Fund” created and existing pursuant to Ordinance 51336 and used for capital improvements to Forest Park;

“Major Parks” shall mean Carondelet, Fairground, Forest, O’Fallon, Tower Grove and Willmore Parks;

“Metropolitan Park and Recreation District tax” - pursuant to Sections 67.1700 to 67.1769 of the Revised Statutes of Missouri, the voters of the City in November, 2000, approved the collection of a one-tenth of one cent sales tax on all retail sales made in the City of St. Louis for the purpose of funding the creation, operation and maintenance of a Metropolitan Park and Recreation District;

“Neighborhood Parks general revenue funding” - \$1,200,000 of General Fund Revenue which pursuant to Ordinance 67477 is deposited in the Neighborhood Parks Fund and dedicated annually to neighborhood parks;

“Request for Proposals” shall mean the process for selection of advisors as set forth in Ordinances 64102 and 65109 and Section 3.97 of the City Code.

**SECTION TWO. Seek Services via Requests for Proposal.** Upon the recommendation of the Board of Estimate and Apportionment, the Office of the Comptroller is hereby authorized and directed to issue and establish the necessary selection committee in accordance with Ordinances 64102 and 65109 and Section 3.97 of the Code, and draft and issue Requests for Proposal in order to secure bond counsel, financial advisors, underwriters, underwriters counsel and any other professional services necessary to prepare documents required to issue the Bonds.

**SECTION THREE. Issue Bonds.**

(a) Upon the recommendation of the Board of Estimate and Apportionment, the City Revenue Bonds will be offered for long-lasting, essential capital improvements to all City parks (other than Forest Park) and tree-planting within the public right of way in the approximate amount of thirty-four million dollars. The City Revenue Bonds will fund the City-Wide Park Capital Program and intends to secure the City Revenue Bonds with seventy-five percent of the amounts generated annually by each of the following three sources: (i) 6.579% of the Capital Improvement Sales Tax Trust Fund, (ii) 15.5% of the Metropolitan Parks and Recreations District tax, and (iii) \$1,200,000 of Neighborhood Parks Fund general revenue funding annually. The City remaining twenty-five percent of the amounts generated by the three sources referenced in the prior sentence and any amount in excess of what is necessary to fund payments on the City Revenue Bonds will be held in the Park Maintenance account and may be applied by the Department of Parks, Recreation & Forestry for capital repairs and related expenses.

(b) Upon the recommendation of the Board of Estimate and Apportionment, the separate bond issue of the Forest Park Bonds will be issued by the Corporation for long-lasting, essential capital improvements in Forest Park in the approximate amount of thirty million dollars, will be purchased by Forest Park Forever and will be secured by: (i) 10.421% of the Capital Improvement Sales Tax Trust Funds, (ii) 24.5% of the Metropolitan Parks and Recreations District tax, and (iii) all Forest Park Earned Revenue.

**SECTION FOUR. Application of proceeds of City Revenue Bonds and Forest Park Bonds.** Upon the recommendation of the Board of Estimate and Apportionment, the proceeds of the City Revenue Bonds and Forest Park Bonds will be applied as follows:

(a) City Revenue Bonds: Proceeds of the City Wide Park Capital Program and City Revenue Bonds will be distributed based upon the following formula - One Million Dollars will be used to pay for the cost of planting trees and other landscape improvements within the public right of way with this One Million Dollars being divided equally among the 28 wards providing approximately \$35,700/ward. The balance of the City Revenue Bonds, net of cost of issuance and any necessary reserves, in the amount of approximately thirty-three million dollars will be used only for long-lasting, essential capital improvement projects which are set forth on Exhibit A (the "City Wide Park Capital Program"); the current anticipated allocation of the Bond proceeds amongst the City Parks (other than Forest Park) is set forth on Exhibit B. Additional long-lasting, essential capital improvement projects may be added to Exhibit A only when recommended by the Director of Parks and approved by the Board of Public Service. As part of the annual budget preparation process, the Director of the Department of Parks shall submit to the Budget Division recommendations for the specific long-lasting, essential capital improvement projects to be funded by the City Wide Park Capital Program with the proceeds of the City Revenue Bonds; provided said recommendation shall be approved by resolution of the Parks and Environmental Matters prior to the submission to the Budget Division. The recommended projects by the Director of Parks must primarily repair and improve infrastructure be applied to long-lasting, essential capital improvements, address some of the City's most significant deferred maintenance in the City parks, result in increased use and value of parks to the most citizens, and have the effect of reducing operating expenses of the Parks Department on an ongoing basis; while not every project will satisfy all of the above-listed criteria for selection, the goal will be to have the recommended projects address the largest number of criteria and create the most value for the citizens of St. Louis. The Director's proposal shall both identify the proposed long-lasting, essential capital improvement projects and present an evaluation of how those proposed projects address the above selection criteria.

(b) Forest Park Bonds. Proceeds of the Forest Park Bonds will be applied to long-lasting, essential capital improvements as set forth in the Maintenance Cooperation Agreement as set forth in Ordinance \_\_\_\_\_ [Board Bill No. \_\_\_\_\_] and the Bond Purchase Agreement between the Corporation and Forest Park Forever approved as set forth in Section Three(b) above. All costs of issuance of the Forest Park Bonds shall be paid by Forest Park Forever upon issuance of the Forest Park Bonds. The terms of the Maintenance Cooperation Agreement and the Forest Park Bonds shall require that the annual operating budget shall require funding of at least \$500,000 for emergency capital repairs and other unanticipated capital needs as set forth in Section 16.D. of the Maintenance Cooperation Agreement. The terms of the documents authorizing and creating the Forest Park Bonds shall provide that the remedies for any failure by the City to pay on the Forest Park Bonds shall not include any transfer of ownership or leasehold interest in Forest Park.

**SECTION FIVE. Findings and Determinations.** Upon the recommendation of the Board of Estimate and Apportionment, the Board of Aldermen hereby finds and determines as follows:

a. It is in the best interest of the City to issue the City Revenue Bonds, secured by seventy-five percent of the amounts generated annually by each of the following three sources: (i) 6.579% of the Capital Improvement Sales Tax Trust Fund, (ii) 15.5% of the Metropolitan Parks and Recreations District tax, and (iii) \$1,200,000 of Neighborhood Parks Fund general revenue funding annually. The remaining twenty-five percent of the amounts generated by the three sources referenced in the prior sentence and any amounts in excess of what is necessary to fund payments on the City Revenue Bonds will be held in the Park Maintenance account and may be applied by the Department of Parks, Recreation & Forestry for capital repairs and related expenses.

b. It is in the best interest of the City to authorize and direct the Corporation to issue the Forest Park Bonds secured by: (i) 10.421% of the Capital Improvement Sales Tax Trust Funds, (ii) 24.5% of the Metropolitan Parks and Recreations District tax, and (iii) all Forest Park Earned Revenue.

c. The issuance by the City of the City Revenue Bonds and the sale and delivery thereof is necessary and desirable for the City.

d. The issuance by the Corporation of the Forest Park Bonds, and the sale and delivery thereof through a negotiated sale of said Forest Park Bonds to Forest Park Forever is necessary and desirable for the City

**SECTION SIX. Further Authority.** 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 so long as such changes are consistent with the intent, language and provisions 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 SEVEN. Severability.** 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 EIGHT. Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**SECTION NINE. Conflict.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**EXHIBIT A - CITY WIDE CAPITAL PARK PROGRAM**

CAPITAL NEEDS - NEIGHBORHOOD PARKS				
FISCAL YEAR 2012				
PARK NAME	IMPROVEMENT	COST	WARD	TOTAL
PENROSE PARK	REBUILD (4) TENNIS COURTS	\$200,000	1	
	RESTORE BALLFIELD LIGHTING	\$150,000	1	
	RENOVATE VELODROME	\$290,000	1	
	REPLACE EXTERIOR CONCRETE WALKS	\$100,000	1	
	INSTALL BASKETBALL CT w/LIGHTING	\$85,000	1	
	INSTALL GAZEBO w/BBQ PITS	\$75,000		
HANDY PARK	REPLACE EXTERIOR CONCRETE WALKS	\$120,000	1	
	RENOVATE BALLFIELDS	\$85,000	1	
	REPLACE DRINKING FOUNTAINS	\$4,000	1	
	UPGRADE CHILDREN'S PLAYGROUND AREA	\$100,000	1	
	INSTALL EXERCISE EQUIPMENT	\$50,000	1	
	CONSTRUCT 50'-0" GAZEBO	\$75,000	1	

CAPITAL NEEDS - NEIGHBORHOOD PARKS				
FISCAL YEAR 2012				
PARK NAME	IMPROVEMENT	COST	WARD	TOTAL
RUSCHE PARK	CONSTRUCT PERIMETER SIDEWALKS	\$125,000	2 & 21	\$125,000
DICKMANN PARK	DEVELOP PARK AREA	\$500,000	2	\$500,000
HICKEY PARK	RENOVATE BALLFIELDS	\$125,000	2	
	CONSTRUCT PERIMETER WALKING TRACK	\$85,000	2	
	REPLACE EXTERIOR CONCRETE WALKS	\$45,000	2	
	RESURFACE INTERIOR WALKWAYS	\$25,000	2	\$280,000
NORTH RIVERFRONT PARK	NORTH PARK AND RESTROOM FACILITY	\$516,107	2	
	ROCK AND EARTH BERM PLAYGROUND	\$478,520	2	
	PET PARK AND SEATING AREA	\$68,400	2	
	FISHING PLATFORM & CLEANING STATION	\$331,150	2	
	FLOATING ISLAND W/SCULPTURE AERIE	\$436,500	2	
	WETLAND STUDY AREA	\$110,750	2	
	WATER CLEANSING EXPERIENCE AREA	\$293,700	2	
	BOAT ACCESS AND PARKING	\$1,588,000	2	
	RIVER ACCESS PLATFORM	\$632,500	2	
	HUMAN POWERED WATERCRAFT ACCESS	\$495,650	2	
	BOTTOMLAND FOREST RESTORATION	\$103,500	2	
	SUN AN SHADE SEATING AREA	\$116,150	2	
	COMMUNITY INSPIRED PLAYGROUND	\$258,415	2	
	OPEN PICNIC AND GATHERING AREA	\$120,500	2	
	EXPANDED SOUTH PARKING AREA	\$288,800	2	
RE-ALIGNED SOUTH ENTRY	\$216,600	2		
COMFORT STATION RENOVATION	\$131,900	2		
NORTH RIVERFRONT PARK (Continued)	NATIVE WILDFLOWER PLANTING AREA	\$32,000	2	
	NATURE THEMED PAVILION/AMPHITHEATER	\$500,000	2	
	ARTISTIC STORMWATER FILTRATION	\$712,300	2	
	EXERCISE PATH W/SCULPTURED STATIONS	\$80,500	2	
	RIVER ACCESS DROP-OFF & PARKING AREA	\$597,200	2	
	NATURE RECLAMATION DEMO AREA	\$123,200	2	
	NATIVE GRASSLAND BIO-FILTRATION AREA	\$921,300	2	
	WETLAND AREA BOARDWALK TRAIL	\$183,500	2	
	INFRASTRUTURE IMPROVEMENTS PATHWAYS	\$775,250	2	
	\$856,350	2	\$10,968,742	
FAIRGROUND	DEMO OF ROADWAY SOUTH OF KOSSUTH	\$200,000	3	
	CONSTRUCT WALKING PATH	\$73,000	3	
	CONSTRUCT BIKE PATH	\$160,000	3	
	UPGRADE COMFORT STATIONS TO ADA	\$763,000	3	
	NEW SOFTBALL FIELDS/AMENITIES	\$105,000	3	
	(4) PICNIC GAZEBOS	\$750,000	3	
	ENTRANCE IMPROV. @ GRAND/NAT. BRIDGE	\$612,000	3	
	RENOVATION OF BEAR PIT STRUCTURE	\$2,000,000	3	

CAPITAL NEEDS - NEIGHBORHOOD PARKS				
FISCAL YEAR 2012				
PARK NAME	IMPROVEMENT	COST	WARD	TOTAL
	CONSTRUCTION OF BEAR PIT PAVILION	\$1,170,000	3	
	CREATION OF GREAT LAWN AREA	\$73,000	3	
	IMPROVEMENTS TO VANDEVENTER AVENUE	\$273,000	3	
	UPGRADE MAINTENANCE BUILDING	\$186,000	3	
	LANDSCAPING	\$440,000	3	
	DEMO OF OLD FIELDHOUSE	\$27,000	3	
	IMPROVEMENTS TO LAKE PERIMETER	\$220,000	3	
	PARKING LOT UPGRADES	\$700,000	3	
	CONSTRUCT COVERED STEP AREA @ LAKE	\$1,520,000	3	
	CONSTRUCT AMPHITHEATER & PAVILION	\$878,000	3	
	CONSTRUCT BOATHOUSE & AMENTITIES	\$1,284,000	3	
	SIGNAGE AT PARK ENTRANCES	\$75,000	3	
	IMPROVEMENTS TO POOL & LOCKER BLDG.	\$7,471,000	3	
	POOL CONCESSION BUILDING	\$870,000	3	
	IRRIGATION SYSTEM	\$207,000	3	
	SIGNAGE AND WAYFINDING	\$50,000	3	
	SITE FURNISHINGS	\$120,000	3	
	ADDITIONAL BASKETBALL COURTS	\$150,000	3	
	SKATING RINK IMPROVEMENTS	\$400,000	3	
	IMPROVE PLAYGROUND AREA	\$150,000	3	\$20,927,000
HYDE PARK	SITE CLEARING & DEMOLITION	\$78,601	3	
	EARTHWORK & GRADING	\$79,330	3	
	WATER DISTRIBUTION	\$13,210	3	
	SANITARY SEWER	\$37,848	3	
	STORM SEWERS	\$137,556	3	
	ASPHALT PAVING	\$195,811	3	
	PERIMETER CONCRETE SIDEWALKS	\$61,690	3	
	INFORMAL GARDEN UNIT PAVERS	\$16,409	3	
	WALKING PATHS (CRUSHED GRANITE)	\$18,931	3	
	SALISBURY PLAZA (STAMPED CONCRETE)	\$147,780	3	
	SALISBURY PLAZA - SEATWALL (CONC)	\$226,590	3	
	PLAYGROUND	\$244,027	3	
	ORNAMENTAL FENCING	\$177,606	3	
	SITE FURNISHINGS & SIGNAGE	\$126,120	3	
	LANDSCAPING	\$245,616	3	
	LAKE (CONCRETE RETAINING WALL)	\$155,700	3	
	LAKE (CAST STONE COPING)	\$18,684	3	
	BUILDINGS AND STRUCTURES	\$778,093	3	
	ELECTRICAL	\$452,880	3	
	ART	\$31,643	3	
	DECORATIVE PEDESTRIAN LIGHTING	\$270,000	3	
	SODDING	\$118,527	3	
	RENOVATE EXISTING PARK BUILDINGS	\$401,625	3	
	OPEN AIR PAVILION W/PORTA-POTTY ENCL	\$187,500	3	

CAPITAL NEEDS - NEIGHBORHOOD PARKS				
FISCAL YEAR 2012				
PARK NAME	IMPROVEMENT	COST	WARD	TOTAL
	NEW STORAGE/RESTROOM PORTA-POTTY	\$50,000	3	
	DESIGN	\$159,795	3	\$4,431,572
STRODTMAN PARK	REPLACE INTERIOR WALKS	\$30,000	3	
	REPLACE EXTERIOR CONCRETE WALKS	\$45,000	3	\$75,000
WINDSOR PARK	UPGRADE COMFORT STATION TO ADA	\$125,000	3	
	REPLACE PARK BENCHES	\$5,000	3	
	REPLACE DRINKING FOUNTAINS	\$5,000	3	
	RUBBERIZED PLAYGROUND SURFACING	\$116,000	3	\$251,000
YEATMAN SQUARE PARK	INSTALL PARK BENCHES	\$15,000	3	
	RESURFACE TENNIS COURTS	\$85,000	3	\$100,000
RUMBOLD PARK	REPLACE PARK BENCHES	\$4,000	4	
	REPLACE BASKETBALL COURT	\$55,000	4	
	REPLACE DRINKING FOUNTAIN	\$3,500	4	
	REPLACE EXTERIOR CONCRETE WALKS	\$35,000	4	\$97,500
TANDY PARK	REPAIR ROLLER RINK	\$35,000	4	
	REPAIR INTERIOR WALKS	\$25,000	4	
	CONSTRUCT PRESS BOX	\$100,000	4	
	CONSTRUCT CONCESSION STAND	\$200,000	4	
	CONSTRUCT STORAGE BUILDING	\$115,000	4	\$475,000
COLUMBUS SQUARE PARK	REPLACE DECORATIVE LIGHTING	\$15,000	5	\$15,000
DESOTO PARK	REPLACE EXTERIOR CONCRETE WALKS	\$65,000	5	
	REPLACE INTERIOR CONCRETE WALKS	\$74,000	5	
	RENOVATE TWO (2) SOCCER FIELDS	\$200,000	5	
	INSTALL PARK BENCHES	\$10,000	5	
	INSTALL DRINKING FOUNTAINS	\$10,000	5	\$359,000
14TH STREET MALL	INSTALL PARK BENCHES	\$15,000	5	
	INSTALL DRINKING FOUNTAIN	\$15,000	5	\$30,000
FR. FILIPIAK PARK	REPLACE TENNIS COURTS	\$200,000	5	\$200,000
INTERCO PLAZA	INSTALL PARK BENCHES	\$7,500	5	
	INSTALL DRINKING FOUNTAIN	\$7,500	5	\$15,000
JACKSON PLACE PARK	CHIP & SEAL PERIMETER WALKING PATH	\$30,000	5	
	CONSTRUCT FULL-SIZE BASKETBALL CT.	\$85,000	5	\$115,000
MURPHY PARK	RESURFACE INTERIOR ASPHALT WALKS	\$25,000	5	
	REPLACE PLAYGROUND EQUIPMENT	\$150,000	5	
	REPLACE PARK BENCHES	\$2,500	5	\$177,500
LORETTA HALL PARK (Carr Square Park)	RESURFACE INTERIOR WALKS	\$45,000	5	
	UPGRADE COMFORT STATION TO ADA	\$125,000	5	
	CONSTRUCT SPRAY POOL	\$45,000	5	
	RENOVATE BASKETBALL COURT	\$45,000	5	
	REPLACE EXTERIOR CONCRETE WALKS	\$75,000	5	\$335,000

CAPITAL NEEDS - NEIGHBORHOOD PARKS				
FISCAL YEAR 2012				
PARK NAME	IMPROVEMENT	COST	WARD	TOTAL
LUCAS GARDEN PARK	DEVELOP MASTER PLAN FOR PARK	\$75,000	6	\$75,000
ST. LOUIS PLACE PARK	RENOVATE COMFORT STATION	\$125,000	5	
	RESURFACE INTERIOR WALKS	\$100,000	5	
	REPLACE PARK BENCHES/TRASH CANS	\$35,000	5	\$260,000
ALOE PLAZA	REPLACE EXPOSED AGGREGATE SIDEWALK	\$125,000	6	\$125,000
ALOE PLAZA WEST	REPLACE EXTERIOR CONCRETE WALKS	\$40,000	6	\$40,000
BUDER PARK	REPAIR BLEACHERS	\$15,000	6	
	REPLACE DRINKING FOUNTAIN	\$5,000	6	
	REPAIR EXTERIOR WALKS	\$50,000	6	
	RENOVATE PLAYGROUND	\$125,000	6	
	RENOVATE BASKETBALL COURT	\$5,000	6	\$200,000
COMPTON HILL PARK	RUSSELL AVENUE PARKING	\$2,800	6	
	I-44 CORRIDOR LANDSCAPING	\$53,000	6	
	REMOVE TREES AT DEAD-END	\$56,000	6	
	RESERVOIR SLOPE RE-SEEDING	\$87,000	6	
	HAZARDOUS TREE REMOVAL	\$50,000	6	
	DOG PARK	\$28,000	6	
	GARDEN BEDS AT WATER TOWER	\$30,000	6	
	TENNIS COURT IMPROVEMENTS	\$70,000	6	
	GRAND AVENUE EDGE IMPROVEMENTS	\$410,000	6	
	PUMP HOUSE REMOVAL	\$3,500	6	
	GROUND IMPROVEMENTS	\$190,000	6	
	REMOVE PARK MAINTENANCE FACILITY	\$15,000	6	
	NEW ENTRIES ON NE & SE CORNERS	\$118,000	6	
	EAST SIDE PARK IMPROVEMENTS	\$310,000	6	
	SWING AREA	\$18,000	6	
	PAVILION	\$215,000	6	
	COMPTON HILL PLACE	\$75,000	6	
	RUSSELL AVENUE	\$115,000	6	
	PATHWAYS	\$135,000	6	
	RESERVOIR OVERLOOKS	\$160,000	6	
COMFORT STATION-PAVILION RENOVATION	\$145,000	6		
OH & P/CONTINGENCIES/DESIGN FEES	\$1,425,000	6	\$3,711,300	
EADS SQUARE PARK	PAINT PERIMETER FENCE	\$62,000	6	
	RE-BUILD TENNIS COURTS & ELECTRIC	\$300,000	6	\$362,000
FOX PARK	BASKETBALL COURT	\$80,000	6	
	CONSTRUCT SPRAY AREA	\$100,000	6	
	RENOVATE CONCESSION BLDG.	\$245,000	6	
	ADA UPGRADE TO COMFORT STATION	\$125,000	6	\$550,000
TAMBO PARK	PLAYGROUND RENOVATION	\$100,000	6	
	REPAIR MULTI-PURPOSE COURT	\$45,000	6	
	REPLACE PARK BENCHES	\$15,000	6	\$160,000

CAPITAL NEEDS - NEIGHBORHOOD PARKS				
FISCAL YEAR 2012				
PARK NAME	IMPROVEMENT	COST	WARD	TOTAL
GATEWAY MALL PLAZAS	REPAIR DAMAGE SIDEWALKS	\$20,000	7	
	REPLACE TRASH RECEPTACLES	\$15,000	7	\$35,000
KAUFMANN PARK	REPLACE INT/EXT CONCRETE SIDEWALKS	\$45,000	7	\$45,000
KIENER PLAZA	REPLACE INT/EXT CONCRETE SIDEWALKS	\$35,000	7	
	REPLACE PARK BENCHES	\$15,000	7	
	REPLACE DRINKING FOUNTAIN	\$75,000	7	\$125,000
LAFAYETTE PARK	PATH SYSTEM	\$655,000	7	
	SIGNAGE	\$60,000	7	
	AMENITIES	\$435,000	7	
	GARDENS & LANDSCAPING	\$711,000	7	
	WEST LAKE	\$465,000	7	
	GROTTO	\$940,000	7	
	CENTRAL LAKE	\$1,114,000	7	
	MULTI-PURPOSE RECREATION FIELD	\$429,000	7	
	GREENSFELDER FIELD	\$800,000	7	
	MUSIC STAND/SEATING AREA	\$690,000	7	
	HISTORIC FEATURES	\$3,800,000	7	
BOATHOUSE RENOVATION	\$1,925,000	7	\$12,024,000	
MAY AMPHITHEATER	REPLACE STONEMWORK AT FOUNTAIN	\$100,000	7	\$100,000
	AND STAIRCASES			
MESTRES PARK	REPLACE PARK BENCHES	\$4,000	7	
	REPLACE INTERIOR WALKS	\$35,000	7	
	REPLACE EXTERIOR CONCRETE SIDEWALK	\$45,000	7	\$84,000
MEMORIAL PLAZA	REPLACE INTERIOR/EXTERIOR WALKS	\$500,000	7	\$500,000
POELKER PARK	REPLACE EXTERIOR CONCRETE WALKS	\$55,000	7	
	REPLACE IRRIGATION SYSTEM	\$35,000	7	\$90,000
PONTIAC SQUARE PARK	REPLACE DRINKING FOUNTAIN	\$4,000	7	
	REPLACE PARK BENCHES	\$2,500	7	
	REPLACE INT/EXT CONCRETE SIDEWALKS	\$80,000	7	\$86,500
RAY LEISURE PARK	PLAYGROUND RENOVATION	\$125,000	7	
	REPLACE PARK BENCHES	\$15,000	7	
	RESURFACE INTERIOR WALKS	\$45,000	7	
	REPLACE DRINKING FOUNTAIN	\$7,500	7	\$192,500
SERRA SCULPTURE PARK	REPLACE IRRIGATION SYSTEM	\$35,000	7	
	REPAIR PERIMETER CONCRETE WALKS	\$25,000	7	\$60,000
SOULARD PARK	REPLACE DRINKING FOUNTAINS	\$5,000	7	
	ADA UPGRADE BANDSTAND RESTROOMS	\$125,000	7	
	REPLACE EXTERIOR CONCRETE WALKS	\$45,000	7	\$175,000
WASHINGTON SQ. PARK	REPLACE IRRIGATION SYSTEM	\$60,000	7	

CAPITAL NEEDS - NEIGHBORHOOD PARKS				
FISCAL YEAR 2012				
PARK NAME	IMPROVEMENT	COST	WARD	TOTAL
	REPLACE CONCRETE SIDEWALKS	\$200,000	7	\$260,000
TOWER GROVE PARK	REBUILD (12) TENNIS COURTS	\$608,000	8 & 15	
	REPLACE TENNIS COURT FENCE	\$20,000	8 & 15	
	REFURBISH GRASS TENNIS COURTS	\$340,000	8 & 15	
	REFURBISH (4) PARK BATHROOMS	\$450,000	8 & 15	
	REFORESTATION IMPROVEMENTS	\$400,000	8 & 15	
	LANDSCAPE AND GROUND RENOVATION	\$100,000	8 & 15	
	RECONSTRUCT PARK ROADWAYS (Curbs, Roads, Walking Paths)	\$2,180,000	8 & 15	
	RECONSTRUCT STORM SEWER INTLETS	\$47,000	8 & 15	
	REPAIR STONE BRIDGES	\$238,000	8 & 15	
	MASONRY REPAIR TO BLDGS. & ENTRANCES	\$612,000	8 & 15	
	STREET LIGHT REPLACEMENT AND REPAIR	\$340,000	8 & 15	
	HVAC BUILDING REPAIRS AND UPGRADES	\$235,000	8 & 15	
	REPAINT HISTORIC STRUCTURES	\$430,000	8 & 15	\$6,000,000
ABOUSSIE PARK	REPLACE PARK BENCHES	\$7,500	9	\$7,500
BENTON PARK	REPLACE PARK BENCHES	\$20,000	9	
	REPLACE PARK TRASH RECEPTACLES	\$20,000	9	
	RENOVATE SPRAY POOL	\$27,000	9	
	REPLACE INT/EXT CONCRETE SIDEWALKS	\$100,000	9	
	RENOVATE TENNIS COURTS	\$75,000	9	\$242,000
CARNEGIE PLAYGROUND	REPLACE DRINKING FOUNTAINS	\$3,500	9	
	REPLACE EXTERIOR CONCRETE WALKS	\$35,000	9	\$38,500
CHEROKEE PARK	RENOVATE BLEACHERS	\$45,000	9	
	RENOVATE PLAYGROUND	\$125,000	9	\$170,000
FREEMONT PARK	REPLACE PLAYGROUND EQUIPMENT	\$150,000	9	
	REPLACE PARK BENCHES	\$10,000	9	
	REPLACE CONCRETE SIDEWALKS	\$65,000	9	\$225,000
LYONS PARK	REPLACE DRINKING FOUNTAINS	\$10,000	9	
	REPAIR DECORATIVE FOUNTAIN	\$35,000	9	
	REPLACE INT/EXT CONCRETE WALKS	\$125,000	9	
	REPLACE PARK BENCHES	\$15,000	9	\$185,000
MT. PLEASANT PARK	ADD LIGHTING TO PLAYGROUND/RINK AREA	\$45,000	9	
	REPAIR SURFACING ON SKATING RINK	\$30,000	9	\$75,000
BERRA PARK	REPLACE COMFORT STATION TO ADA	\$300,000	10	
	REPLACE PARK FENCING	\$45,000	10	\$345,000
SUBLETTE PARK	REPLACE COMFORT STATION TO ADA	\$300,000	10	
	REPLACE DRINKING FOUNTAINS	\$5,000	10	
	INSTALL RUBBER PLAYGROUND SURFACE	\$100,000	10	\$405,000
CARONDELET PARK	HORSESHOE LAKE IMPROVEMENTS	\$2,726,000	11 & 13	
	HOLLY HILLS SINKHOLES	\$896,000	11 & 13	
	BEAR PIT IMPROVEMENTS	\$2,066,000	11 & 13	

CAPITAL NEEDS - NEIGHBORHOOD PARKS				
FISCAL YEAR 2012				
PARK NAME	IMPROVEMENT	COST	WARD	TOTAL
	MAINTENANCE AREA	\$1,104,000	11 & 13	
	PATH SYSTEM (PHASE II)	\$192,000	11 & 13	
	EXTERNAL PATH SYSTEM	\$640,000	11 & 13	
	ELECTRICAL IMPROVEMENTS	\$640,000	11 & 13	
	BENCHES/DRINKING FOUNT/TRASH RECEPT	\$290,000	11 & 13	
	BOATHOUSE/BOAT LAKE IMPROVEMENTS	\$688,000	11 & 13	
	OLD STABLE BUILDING	\$1,632,000	11 & 13	
	LYLE HOUSE	\$320,000	11 & 13	
	REPAIR KANSAS BRIDGE FOR BIKE/PED USE	\$540,000	11 & 13	
	RE-ALIGN LOUGHBOROUGH DR ENTRANCE	\$800,000	11 & 13	
	LOOP ROAD SYSTEM - HOLLY HILLS/GRAND	\$8,704,000	11 & 13	
	BENCHES & PARK SIGNAGE	\$688,000	11 & 13	
	RELOCATE AND UPGRADE ATHLETIC FIELDS	\$2,680,000	11 & 13	
	NEW PARKING LOT/REMOVAL OF HOLLY HILLS	\$528,000	11 & 13	
	PICNIC TABLES/UPGRADE LIGHTING	\$496,000	11 & 13	
	REFORESTATION & TREE INVENTORY	\$454,312	11 & 13	
REFURBISH HOLLY HILL PLAYGROUND AREA	\$300,000	11 & 13	\$26,384,312	
ALASKA PARK	INSTALL PARK BENCHES	\$15,000	11	
	INSTALL PERMANENT TRASH RECEPTACLES	\$15,000	11	
	REPLACE EXTERIOR CONCRETE WALKS	\$40,000	11	
	LANDSCAPING	\$10,000	11	\$80,000
BELLERIVE PARK	RENOVATE COMFORT STATION	\$125,000	11	
	REPLACE EXTERIOR CONCRETE WALKS	\$30,000	11	
	REPLACE DRINKING FOUNTAIN	\$7,500	11	
	REPLACE CONCRETE STAIRCASE FROM	\$65,000	11	\$227,500
	UPPER LEVEL OF PARK TO BROADWAY			
CARONDELET LIONS PARK	NEW SHELTERS	\$25,000	11	
	INSTALL NEW CONCRETE WALKS	\$27,000	11	
	CONCRETE PLAZA AREA	\$24,000	11	
	TOT PLAYGROUND	\$75,000	11	
	IRRIGATION	\$30,000	11	
	SPRAY FOUNTAIN	\$40,000	11	
	TREES (40)	\$7,000	11	
	BENCHES/TRASH CANS	\$15,000	11	\$243,000
FANETTI PLAZA	INSTALL PARK BENCHES	\$15,000	11	
	INSTALL DRINKING FOUNTAIN	\$15,000	11	\$30,000
MINNESOTA & HILL PARK	CREATE SOCCER FIELD	\$45,000	11	\$45,000
SISTER MARIE CHARLES PARK	REPLACE CONCRETE ALONG BOARDWALK	\$220,000	11	
	SECURITY CAMERAS	25000	11	
	FENCING AND GATING OF PARK ENTRANCE	25000	11	\$270,000
SOUTH ST. LOUIS SQ.	REPLACE EXTERIOR CONCRETE WALKS	\$35,000	11	

CAPITAL NEEDS - NEIGHBORHOOD PARKS				
FISCAL YEAR 2012				
PARK NAME	IMPROVEMENT	COST	WARD	TOTAL
	REPLACE PARK BENCHES/TRASH CANS	\$10,000	11	
	FENCE PLAYGROUND AREA	\$40,000	11	
	INSTALL TOT PLAYGROUND	\$40,000	11	\$125,000
WILLMORE PARK	REFORESTATION PLAN	\$155,086	12	
	EXTERIOR CONCRETE SIDEWALKS	\$125,000	12	
	BALLFIELD IMPROVEMENTS	\$150,000	12	
	FIX PARK DRAINAGE PROBLEMS	\$250,000	12	
	ADA UPGRADE - TENNIS COURT RESTROOM	\$150,000	12	
	RENOVATE PLAYGROUND COMFORT STATION	\$100,000	12	
	ADA UPGRADE TO MAINT BLDG. RESTROOM	\$150,000	12	
	REPLACE FENCING ALONG RIVER DES PERES	\$100,000	12	
	RESURFACE BICYCLE TRAIL	\$200,000	12	
	REPLACE PARK BENCHES	\$25,000	12	
	INSTALL PERMANENT TRASH RECEPTACLES	\$25,000	12	
	REPLACE PICNIC TABLES @ PICNIC GROUNDS	\$45,000	12	
	REPLACE BBQ GRILLS AT PICNIC GROUNDS	\$5,000	12	
	RENOVATE TENNIS COURTS	\$150,000	12	
	REPLACE INTERIOR CONCRETE SIDEWALKS	\$100,000	12	
	REPL. SEWER LINE-LAKE TO RIVER DES PERE	\$125,000	12	
RESURFACE PARK ROADWAY	\$400,000	12		
	REPLACE PARK MOWING EQUIPMENT	\$150,000	12	\$2,405,086
ST. MARCUS PARK	ENTRY GATE AND PERIMETER FENCE	\$155,000	12	
	LANDSCAPING	\$161,000	12	
	ACCENT LIGHTING	\$85,000	12	
	SITE FURNITURE	\$71,500	12	
	DRINKING FOUNTAINS	\$5,000	12	
	PAVILION/PLAZA	\$154,000	12	
	WALK/CIRCLE IMPROVEMENTS	\$143,000	12	
	PLAYGROUND	\$100,000	12	
	CONSTRUCT ASPHALT WALKWAYS	\$71,500	12	
	PICNIC SHELTERS (2)	\$65,000	12	
	CONSTRUCT AMPHITHEATER	\$65,000	12	
	SITE WORK/CLEARING	\$35,000	12	
	ELDERLY GAME COURTS	\$15,000	12	
		SALZBURGER ENTRY PLAZA	\$49,500	12
RIVER DES PERES	LANDSCAPING	\$100,000	12 & 16	
	REHABILITATE BICYCLE TRAIL - COST	\$2,000,000	12 & 16	
	SHARING WITH GREAT RIVERS GREENWAY			
	RENOVATE PLAYGROUND	\$150,000	12 & 16	
	RESURFACE PARKING LOTS @ GREENS	\$100,000	12 & 16	
	REPLACE PARK BENCHES	\$25,000	12 & 16	
	INSTALL PERMANENT TRASH RECEPTACLES	\$25,000	12 & 16	
	INSTALL DRINKING FOUNTAINS	\$25,000	12 & 16	

CAPITAL NEEDS - NEIGHBORHOOD PARKS				
FISCAL YEAR 2012				
PARK NAME	IMPROVEMENT	COST	WARD	TOTAL
	REPLACE CONCRETE SIDEWALKS	\$50,000	12 & 16	\$2,475,000
RIVER DES PERES EXT. PK	INSTALL PARK BENCHES	\$15,000	12	
	INSTALL PERMANENT TRASH RECEPTACLES	\$15,000	12	
	REPLACE FENCING ALONG CREEK AREA	\$55,000	12	
	INSTALL DRINKING FOUNTAINS	\$25,000	12	
	CORRECT PARK DRAINAGE	\$100,000	12	\$210,000
JOE LEISURE PARK	LANDSCAPING	\$25,000	13	
	REPLACE CONCRETE SIDEWALK	\$150,000	13	
	INSTALL PERMANENT TRASH RECEPTACLES	\$15,000	13	
	CORRECT PARK DRAINAGE ISSUES	\$50,000	13	
	RENOVATE PLAYGROUND	\$125,000	13	\$365,000
CHRISTY PARK	REPLACE PARK BENCHES	\$15,000	14	
	REPLACE INTERIOR ASPHALT WALKS	\$25,000	14	
	PICNIC TABLES	\$14,000	14	
	LANDSCAPE HILLSIDE @ PLAYGROUND	\$75,000	14	
	PLAYGROUND RENOVATION	\$125,000	14	
	REPLACE PERIMETER CONCRETE WALKS	\$125,000	14	
	INSTALL PERMANENT TRASH RECEPTACLES	\$15,000	14	\$394,000
MCDONALD PARK	REPLACE EXTERIOR CONCRETE WALKS	\$35,000	15	
	REPLACE PARK BENCHES	\$15,000	15	
	INSTALL PERMANENT TRASH RECEPTACLES	\$15,000	15	\$65,000
FRANCIS PARK	FORMAL WALK/SOCCER FIELD	\$911,000	16	
	BASEBALL FIELD	\$60,000	16	
	NATURALIZED SWALE& LILLY POND PLAZA	\$895,000	16	
	ENTRY PLAZA	\$310,000	16	
	LILLY PONDS	\$100,000	16	
	CENTRAL PAVILION	\$715,000	16	
	BANDSTAND AREA & LAWN EVENT	\$590,000	16	
	MULTIPURPOSE GATHERING AREA	\$485,000	16	
	SPRAY GROUND	\$105,000	16	
	CHILDREN'S PLAY AREA	\$410,000	16	
	RECREATION HUB	\$145,000	16	
	TEEN ACTIVITY AREA	\$225,000	16	
	SLED HILL IMPROVEMENTS	\$50,000	16	
	CORNER MONUMENTS	\$200,000	16	
	NATURE GARDEN	\$260,000	16	
	RUNNING PATH IMPROVEMENTS	\$15,000	16	
TAMM AVENUE ENTRY	\$60,000	16	\$5,536,000	
ADAMS PARK	REPLACE INT/EXT CONCRETE WALKS	\$45,000	17	
	PLAYGROUND RENOVATION	\$125,000	17	\$170,000
CHOUTEAU PARK	DEVELOP PARK	\$500,000	17	\$500,000
BECKETT PARK	UPGRADE COMFORT STATION TO ADA	\$120,000	18	

CAPITAL NEEDS - NEIGHBORHOOD PARKS				
FISCAL YEAR 2012				
PARK NAME	IMPROVEMENT	COST	WARD	TOTAL
	REPLACE PARK BENCHES	\$7,500	18	
	REPLACE INTERIOR WALKS	\$35,000	18	\$162,500
FOUNTAIN PARK	REPLACE PARK BENCHES	\$10,000	18	
	INSTALL PERMANENT TRASH RECEPTACLES	\$10,000	18	
	REPLACE INT/EXT CONCRETE WALKS	\$45,000	18	\$65,000
SAMUEL KENNEDY PARK	REPAIR PERIMETER CONCRETE WALKS	\$25,000	18	\$25,000
TURNER PLAYGROUND	UPGRADE COMFORT STATION TO ADA	\$85,000	18	
	REPLACE PARK BENCHES	\$2,500	18	
	REPLACE EXTERIOR CONCRETE WALKS	\$45,000	18	\$132,500
CHAMBERS PARK	RENOVATE BASKETBALL COURTS	\$65,000	19	
	RENOVATE TENNIS COURTS	\$100,000	19	
	REPLACE EXTERIOR CONCRETE WALKS	\$55,000	19	\$220,000
JET BANKS PARK	INSTALL PARK PLAYGROUND	\$125,000	19	\$125,000
NORMAN SAEY PARK	REPLACE PERIMETER CONCRETE WALKS	\$65,000	19	\$65,000
TERRY PARK	REPAIR INTERIOR WALKS	\$45,000	19	
	REPLACE EXTERIOR CONCRETE WALKS	\$55,000	19	
	REPLACE DRINKING FOUNTAINS	\$7,500	19	\$107,500
TIFFANY PARK	RENOVATE BASKETBALL COURT	\$55,000	19	
	REPLACE DRINKING FOUNTAIN	\$4,000	19	
	REPLACE PEA GRAVEL SURFACING WITH	\$125,000	19	
	POURED-IN-PLACE RUBBER			\$184,000
GRAVOIS PARK	INSTALL PERIMETER PARK FENCE	\$200,000	20	
	REPAIR BASKETBALL COURT	\$45,000	20	
	REPLACE PARK BENCHES	\$5,000	20	
	REPLACE DRINKING FOUNTAIN	\$5,000	20	
	COMFORT STATION RENOVATION TO ADA	\$165,000	20	\$420,000
LACLEDE PARK	REPLACE PARK BENCHES	\$7,500	20	
	REPLACE DRINKING FOUNTAIN	\$7,500	20	
	REPLACE INTERIOR WALKWAYS	\$55,000	20	\$70,000
MARQUETTE PARK	RENOVATE FIELDHOUSE	\$200,000	20	
	REPLACE PARK BENCHES	\$10,000	20	
	REPLACE DRINKING FOUNTAINS	\$7,500	20	
	REPLACE SWIMMING POOL	\$3,000,000	20	\$3,217,500
MINNIEWOOD PARK	INSTALL PERIMETER PARK FENCE	\$200,000	20	
	REFORESTATION	\$10,000	20	
	REPLACE EXTERIOR CONCRETE WALKS	\$25,000	20	\$235,000
O'FALLON	UPGRADE PICNIC GRD 4/COMFORT STATION	\$150,000	21	
	RENOVATE BOATHOUSE RESTROOMS/DRAIN	\$350,000	21	
	RENOVATE RESIDENCE	\$350,000	21	
	RESURFACE PARK ROADWAYS	\$800,000	21	
	REPLACE INTERIOR CONCRETE SIDEWALKS	\$125,000	21	

CAPITAL NEEDS - NEIGHBORHOOD PARKS				
FISCAL YEAR 2012				
PARK NAME	IMPROVEMENT	COST	WARD	TOTAL
	REPLACE PARK BENCHES	\$25,000	21	
	RE-ROOF PICNIC PAVILIONS	\$40,000	21	
	PLAYGROUND RENOVATION	\$175,000	21	
	REPLACE PARK MOWING EQUIPMENT	\$200,000	21	
	CONSTRUCT AND LIGHT FOOTBALL FIELD	\$200,000	21	\$2,415,000
TINK BRADLEY PARK	REPLACE WOOD FIBRE UNDER SWINGS	\$5,000	21	
	REPLACE RUBBERIZED SURFACING	\$85,000	21	\$90,000
AMHERST PARK	REPL. RUBBER SURF UNDER PLAYGROUND	\$50,000	22	
	REPLACE PARK BENCHES	\$10,000	22	
	INSTALL PERMANENT TRASH RECEPTACLES	\$10,000	22	
	RESURFACE INTERIOR WALKS	\$45,000	22	\$115,000
BARRETT BROS. PARK	REPLACE PARK BENCHES	\$4,200	22	
	REPLACE INTERIOR WALKS	\$55,000	22	
	COMPLETE WALKING TRAIL	\$65,000	22	
	REMOVE CONCRETE SHELTER/REPLACE WITH GAZEBO	\$75,000	22	
	REPLACE EXTERIOR WALKS	\$55,000	22	
	RECONSTRUCT BASKETBALL COURT	\$65,000	22	
	REPAIR SEWER TO SPRAY POOL	\$10,000	22	
	COMPLETE WALKING TRAIL/EXERCISE EQUIP	\$80,000	22	
	INSTALL EXERCISING EQUIPMENT	\$50,000	22	\$459,200
LINDENWOOD PARK	INSTALL SECURITY CAMERAS	\$90,000	23	
	REPAIR CONCRETE AROUND BUILDING	\$50,000	23	
	REPLACE PARK BENCHES	\$25,000	23	
	INSTALL PERMANENT TRASH RECEPTACLES	\$25,000	23	
	REHABILITATE TENNIS COURTS	\$100,000	23	\$290,000
TILLES PARK	REPAIR RACQUETBALL COURTS	\$125,000	23	
	INSTALL SECURITY CAMERAS	\$90,000	23	
	REPLACE DRINKING FOUNTAINS	\$10,000	23	
	REPLACE PARK BENCHES	\$25,000	23	
	INSTALL PERMANENT TRASH RECEPTACLES	\$25,000	23	
	REPLACE PICNIC SHELTER	\$100,000	23	
	REBUILD ROADWAY INTO PARK	\$100,000	23	
	REHABILITATE TENNIS COURTS	\$150,000	23	\$625,000
CLIFTON PARK	REPLACE PARK BENCHES	\$5,000	24	
	RENOVATE BASKETBALL COURT	\$45,000	24	
	INSTALL RUBBER PLAYGROUND SURFACE	\$120,000	24	\$170,000
FRANCIS SLAY PARK	REPLACE EXTERIOR CONCRETE WALKS	\$75,000	24	
	REPLACE PARK BENCHES	\$15,000	24	
	INSTALL PERMANENT TRASH RECEPTACLES	\$7,500	24	
	REPLACE DRINKING FOUNTAINS	\$10,000	24	
	RENOVATE COMFORT STATION	\$100,000	24	\$207,500

CAPITAL NEEDS - NEIGHBORHOOD PARKS				
FISCAL YEAR 2012				
PARK NAME	IMPROVEMENT	COST	WARD	TOTAL
FRANZ PARK	RENOVATE TENNIS COURTS	\$75,000	24	
	RENOVATE COMFORT STATION	\$100,000	24	
	REPLACE DRINKING FOUNTAINS	\$10,000	24	
	REPLACE PARK BENCHES	\$15,000	24	
	INSTALL PERMANENT TRASH RECEPTACLES	\$15,000	24	\$215,000
AMBERG PARK	RENOVATE SPRAY POOL	\$45,000	25	
	REPLACE INT/EXT WALKS	\$45,000	25	\$90,000
GWEN GILES PARK	PLAYGROUND RENOVATION	\$150,000	26	
	RESURFACE INTERIOR ASPHALT WALKS	\$55,000	26	
	REPLACE EXT. CONCRETE WALKS	\$40,000	26	
	UPGRADE COMFORT STATION TO ADA	\$125,000	26	
	RENOVATE BASKETBALL COURT	\$55,000	26	
	INSTALL (15) NEW BENCHES	\$10,000	26	\$435,000
IVORY PERRY PARK	REPLACE EXT. CONCRETE WALKS	\$45,000	26	
	RESURFACE INT. ASPHALT WALKS	\$50,000	26	
	PORT-O-POTTIE STATION	\$35,000	26	
	EXERCISE STATION EQUIPMENT	\$45,000	26	
	DECORATIVE FOUNTAIN	\$65,000	26	
	ELECTRIC	\$100,000	26	\$340,000
KINGSBURY SQ. PARK	RENOVATE PARK GAZEBO	\$35,000	26	
	REPLACE INTERIOR CONCRETE WALKS	\$65,000	26	\$100,000
MARIE FOWLER PARK	REPLACE EXTERIOR CONCRETE WALKS	\$25,000	26	\$25,000
PHILIP LUCIER PARK	REPAIR PERIMETER FENCING	\$30,000	26	
	INSTALL SECURITY LIGHTING IN PARK	\$25,000	26	\$55,000
PARKLAND PARK	REPLACE R/R TIE STEPS WITH CONCRETE	\$75,000	26	
	RECONSTRUCT INTERIOR ASPHALT WALK	\$35,000	26	
	REPLACE EXT. CONCRETE WALKS	\$50,000	26	
	INSTALL (12) NEW PARK BENCHES	\$6,000	26	\$166,000
RUSSELL PARK	REPLACE PARK PAVILION	\$75,000	26	\$75,000
RUTH PORTER MALL	RENOVATE (1) PLAYGROUNDS	\$150,000	26	\$150,000
SHERMAN PARK	REHABILITATE TENNIS COURTS	\$150,000	26	
	REPLACE EXTERIOR CONCRETE WALKS	\$125,000	26	
	REPLACE INTERIOR WALKS	\$85,000	26	
	REPLACE STEPS	\$25,000	26	
	SURFACE ROADWAYS AND PARKING LOT	\$150,000	26	\$535,000
DWIGHT DAVIS PARK	REBUILD PARK COMPLETE	\$1,000,000	27	\$1,000,000
UNITY PARK	REPLACE PERIMETER CONCRETE WALKS	\$35,000	27	\$35,000
VIVIAN-ASTRA PARK	INSTALL PARK BENCHES	\$10,000	27	
	INSTALL PERMANENT TRASH RECEPTACLES	\$10,000	27	\$20,000

CAPITAL NEEDS - NEIGHBORHOOD PARKS				
FISCAL YEAR 2012				
PARK NAME	IMPROVEMENT	COST	WARD	TOTAL
WALNUT PARK	REPLACE PERIMETER CONCRETE WALKS	\$45,000	27	\$45,000
GREG FREEMAN PARK	REPLACE INTERIOR CONCRETE WALKS	\$25,000	28	
	INSTALL RUBBERIZED PLAY SURFACE	\$60,000	28	\$85,000
TAYLOR PARK	LANDSCAPING	\$1,500	28	\$1,500

**EXHIBIT B**  
**BOND FUNDING BREAKDOWN**

Park Name	Acreage	Ward	Funding Available	Total/Ward	Funding Needed	Total/Ward
PENROSE PARK	51.22	1	\$862,787		\$900,000	
W. C. HANDY PARK	11.96	1	\$201,463	<b>\$1,064,249</b>	\$434,000	<b>\$1,334,000</b>
BUSCHE PARK	3.10	2	\$52,219		\$62,500	
DICKMANN PARK	5.21	2	\$87,761		\$500,000	
HICKEY PARK	16.26	2	\$273,895		\$280,000	
NORTH RIVERFRONT PARK	250.00	2	\$4,211,180	<b>\$4,625,055</b>	\$10,968,742	<b>\$11,811,242</b>
FAIRGROUND PARK	131.46	3	\$2,214,407		\$20,927,000	
HYDE PARK	11.84	3	\$199,441		\$4,431,572	
STRODTMAN PARK	1.73	3	\$29,141		\$75,000	
WINDSOR PARK	3.33	3	\$56,093		\$251,000	
YEATMAN SQUARE PARK	3.46	3	\$58,283	<b>\$2,557,365</b>	\$100,000	<b>\$25,784,572</b>
RUMBOLD PARK	3.00	4	\$50,534		\$97,500	
TANDY PARK	5.60	4	\$94,330	<b>\$144,865</b>	\$475,000	<b>\$572,500</b>
COLUMBUS SQUARE PARK	0.45	5	\$7,580		\$15,000	
DESOTO PARK	17.38	5	\$292,761		\$359,000	
FOURTEENTH STREET MALL	1.27	5	\$21,393		\$30,000	
FR. FI LIPIAC PARK	4.30	5	\$72,432		\$200,000	
INTERCO PLAZA	0.71	5	\$11,960		\$15,000	
JACKSON PLACE PARK	1.62	5	\$27,288		\$115,000	
LORETTA HALL PARK	2.30	5	\$38,743		\$335,000	
LUCAS GARDENS PARK	1.09	5	\$18,361		\$75,000	
MURPHY PARK	10.10	5	\$170,132		\$177,500	
ST. LOUIS PLACE PARK	14.13	5	\$238,016	<b>\$898,666</b>	\$260,000	<b>\$1,581,500</b>
ALOE PLAZA	2.40	6	\$40,427		\$125,000	
ALOE PLAZA WEST	0.95	6	\$16,002		\$40,000	
BUDER PLAYGROUND	2.31	6	\$38,911		\$200,000	
COMPTON HILL RESERVOIR	35.80	6	\$603,041		\$3,711,300	
EADS SQUARE	4.20	6	\$70,748		\$362,000	

## BOND FUNDING BREAKDOWN

Park Name	Acreage	Ward	Funding Available	Total/Ward	Funding Needed	Total/Ward
FOX PARK	2.69	6	\$45,312		\$550,000	
TAMBO PARK	1.00	6	\$16,845	<b>\$831,287</b>	\$160,000	<b>\$5,148,300</b>
GATEWAY MALL PLAZAS	2.00	7	\$33,689		\$35,000	
KAUFMANN PARK	1.00	7	\$16,845		\$45,000	
KIENER PLAZA	1.90	7	\$32,005		\$125,000	
LAFAYETTE PARK	29.95	7	\$504,499		\$12,024,000	
MAY AMPHITHEATER	1.90	7	\$32,005		\$100,000	
MEMORIAL PLAZA	11.33	7	\$190,851		\$500,000	
MESTRES PARK	2.61	7	\$43,965		\$84,000	
POELKER PARK	1.00	7	\$16,845		\$90,000	
PONTIAC SQUARE PARK	1.50	7	\$25,267		\$86,500	
RAY LEISURE PARK	7.31	7	\$123,135		\$192,500	
SERRA SCULPTURE PARK	1.14	7	\$19,203		\$60,000	
SOULARD PARK	1.94	7	\$32,679		\$175,000	
WASHINGTON SQUARE	13.45	7	\$226,561	<b>\$1,297,549</b>	\$260,000	<b>\$13,777,000</b>
TOWER GROVE	192.67	8	\$3,245,472	<b>\$3,245,472</b>	\$6,000,000	<b>\$4,000,000</b>
ABOUSSIE PARK	0.40	9	\$6,738		\$7,500	
BENTON PARK	14.30	9	\$240,879		\$242,000	
CARNEGIE PARK	2.07	9	\$34,869		\$38,500	
CHEROKEE PARK	8.90	9	\$149,918		\$170,000	
FREEMONT PARK	2.31	9	\$38,911		\$225,000	
LYON PARK	10.92	9	\$183,944		\$185,000	
MT. PLEASANT PARK	3.17	9	\$53,398	<b>\$708,657</b>	\$75,000	<b>\$943,000</b>
BERRA PARK	4.80	10	\$80,855		\$345,000	
SUBLETTE PARK	13.52	10	\$227,741	<b>\$308,595</b>	\$405,000	<b>\$750,000</b>
ALASKA PARK	4.71	11	\$79,339		\$80,000	
BELLERIVE PARK	8.67	11	\$146,044		\$227,500	
CARONDELET PARK	59.84	11	\$1,007,988		\$8,794,770	
CARONDELET LIONS	1.70	11	\$28,636		\$243,000	
FANETTI PLAZA	1.70	11	\$28,636		\$30,000	
MINNESOTA & HILL PARK	0.50	11	\$8,422		\$45,000	
S. ST. LOUIS SQ. PARK	1.66	11	\$27,962		\$125,000	
SR. MARIE CHARLES PARK	3.00	11	\$50,534	<b>\$1,377,561</b>	\$270,000	<b>\$9,815,270</b>
RIVER DES PERES PARK	72.50	12	\$1,221,242		\$1,237,500	
RIVER DES PERES EXT.	10.76	12	\$181,249		\$210,000	
ST. MARCUS COMM. PARK	25.50	12	\$429,540		\$1,175,500	
WILLMORE PARK	105.61	12	\$1,778,971	<b>\$3,611,003</b>	\$2,405,086	<b>\$5,028,086</b>

## BOND FUNDING BREAKDOWN

Park Name	Acreage	Ward	Funding Available	Total/Ward	Funding Needed	Total/Ward
C ARONDELET PARK	119.86	13	\$2,019,008		\$17,589,542	
JOE LEISURE PARK	16.10	13	\$271,200	<b>\$2,290,208</b>	\$365,000	<b>\$17,954,542</b>
CHRISTY PARK	16.10	14	\$271,200	<b>\$271,200</b>	\$394,000	<b>\$394,000</b>
MCDONALD PARK	3.00	15	\$50,534		\$65,000	
TOWER GROVE	96.33	15	\$1,622,652	<b>\$1,673,186</b>	\$2,000,000	<b>\$2,065,000</b>
FRANCIS PARK	60.30	16	\$1,015,737		\$5,536,000	
RIVER DES PERES PARK	72.50	16	\$1,221,242	<b>\$2,236,979</b>	\$1,237,500	<b>\$6,773,500</b>
ADAMS PARK	2.34	17	\$39,417		\$170,000	
CHOUTEAU PARK	2.80	17	\$47,165	<b>\$86,582</b>	\$500,000	<b>\$670,000</b>
BECKETT PLAYGROUND	3.34	18	\$56,261		\$162,500	
FOUNTAIN PARK	1.50	18	\$25,267		\$65,000	
SAMMUEL KENNEDY PARK	1.00	18	\$16,845		\$25,000	
TURNER PLAYGROUND	1.40	18	\$23,583	<b>\$121,956</b>	\$132,500	<b>\$385,000</b>
CHAMBERS, JORDAN	6.31	19	\$106,290		\$220,000	
JET BANKS PARK	3.36	19	\$56,598		\$125,000	
NORMAN SEAY PARK	3.00	19	\$50,534		\$65,000	
TERRY PARK	4.00	19	\$67,379		\$107,500	
TIFFANY PARK	1.10	19	\$18,529	<b>\$299,331</b>	\$184,000	<b>\$701,500</b>
GRAVOIS PARK	8.20	20	\$138,127		\$420,000	
LACLEDE PARK	3.17	20	\$53,398		\$70,000	
MARQUETTE PARK	16.96	20	\$285,686		\$3,217,500	
MINNIEWOOD PARK	4.50	20	\$75,801	<b>\$553,012</b>	\$235,000	<b>\$3,942,500</b>
E. "TINK" BRADLEY	3.18	21	\$53,566		\$90,000	
BUSCHE PARK	3.10	21	\$52,219		\$62,500	
O'FALLON PARK	126.63	21	\$2,133,047	<b>\$2,238,832</b>	\$2,415,000	<b>\$2,567,500</b>
AMHERST PARK	4.38	22	\$73,780		\$115,000	
BARRETT BROTHERS	13.16	22	\$221,677	<b>\$295,456</b>	\$459,200	<b>\$574,200</b>
LINDENWOOD PARK	14.08	23	\$237,174		\$290,000	
TILLES PARK	29.00	23	\$488,497	<b>\$725,671</b>	\$625,000	<b>\$915,000</b>
CLIFTON HEIGHTS PARK	4.40	24	\$74,117		\$170,000	
FRANCIS R. SLAY PARK	9.00	24	\$151,602		\$207,500	
FRANZ PARK	4.67	24	\$78,665	<b>\$304,384</b>	\$215,000	<b>\$592,500</b>
AMBERG PARK	2.76	25	\$46,491	<b>\$46,491</b>	\$90,000	<b>\$90,000</b>
GWEN GILES PARK	5.35	26	\$90,119		\$435,000	
IVORY PERRY PARK	11.29	26	\$190,177		\$340,000	
KINGSBURY SQUARE PARK	0.60	26	\$10,107		\$100,000	

## BOND FUNDING BREAKDOWN

Park Name	Acreage	Ward	Funding Available	Total/Ward	Funding Needed	Total/Ward
MARIE FOWLER PARK	0.72	26	\$12,128		\$25,000	
PARKLAND PARK	2.35	26	\$39,585		\$166,000	
PHILLIP LUCIER PARK	2.97	26	\$50,029		\$55,000	
RUSSELL PARK	1.10	26	\$18,529		\$75,000	
RUTH PORTER MALL	8.12	26	\$136,779		\$150,000	
SHERMAN PARK	22.04	26	\$371,258	<b>\$918,711</b>	\$535,000	<b>\$1,881,000</b>
DWIGHT DAVIS	9.60	27	\$161,709		\$1,000,000	
UNITY PARK	2.00	27	\$33,689		\$35,000	
VIVIAN-ASTRA PARK	1.10	27	\$18,529		\$20,000	
WALNUT PARK	2.30	27	\$38,743	<b>\$252,671</b>	\$45,000	<b>\$1,100,000</b>
GREG FREEMAN PARK	0.85	28	\$14,318		\$85,000	
TAYLOR PARK	0.03	28	\$421	<b>\$14,739</b>	\$1,500	<b>\$86,500</b>
<b>TOTAL</b>			<b>\$32,999,733</b>	<b>\$32,999,733</b>	<b>\$123,238,212</b>	

Total number parks = 108

Approved: December 19, 2011

**ORDINANCE #69050**  
**Board Bill No. 216**  
**Committee Substitute**

An Ordinance authorizing the execution of an amendment to redevelopment agreement by and among the City of St. Louis, Bottle District Investors, LLC and Northside Regeneration, LLC; prescribing the form and details of said agreement; assigning certain redeveloper rights, duties and obligations to Northside Regeneration, LLC; authorizing the sale, transfer or disposal otherwise of certain real property from Bottle District Investors, LLC to Northside Regeneration, LLC; designating Northside Regeneration, LLC as redeveloper of certain real property within an existing redevelopment area to implement redevelopment projects in furtherance of an existing redevelopment plan; making certain findings and designations with respect thereto; authorizing other related actions in connection therewith; and containing 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**, pursuant to the Ordinance No. 66679 [Board Bill No. 430] adopted on February 11, 2005, the Board of Aldermen approved and authorized the execution of the Bottle District Redevelopment Agreement, executed by the City and dated as of May 5, 2005 (the "Original BD Redevelopment Agreement") in furtherance of the Bottle District Redevelopment Plan (the "BD Redevelopment Plan"), designating the redeveloper of the Bottle District Redevelopment Area (the "BD Redevelopment Area"), and determined that the completion of certain redevelopment projects in the BD Redevelopment Plan is of economic significance to the City, will serve to benefit the general welfare, and qualifies for the use of tax increment allocation financing as provided in the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (2000), as amended (the "TIF Act"); and

**WHEREAS**, the redeveloper, under the BD Redevelopment Agreement (the "Assignor"), desires to assign to Northside Regeneration, LLC ("Northside") certain redeveloper rights, duties and obligations, together with such other agreements, ordinances, instruments, certificates and documents as may be necessary or appropriate to provide such redeveloper rights relating to the BD Redevelopment Area, and desires to sell, transfer or otherwise dispose of certain real property comprising all or a portion of the BD Redevelopment Area to Northside, all in furtherance of the redevelopment of the affected areas of North St. Louis; and

**WHEREAS**, the City desires to consent to such assignment of certain redeveloper rights, duties and obligations, and also to such sale, transfer and disposition of certain real property comprising all or a portion of the BD Redevelopment Area, and further desires to enter into an Amendment to the Original BD Redevelopment Agreement in the form attached hereto as **Exhibit A** (the “BD Amendment”) in order to amend certain provisions of the Original BD Redevelopment Agreement (as amended by the BD Amendment, the “BD Redevelopment Agreement”); and

**WHEREAS**, pursuant to the terms of the BD Redevelopment Agreement, the Assignor has provided written notice of the assignment of certain redeveloper rights, duties and obligations and the sale, transfer or disposal of certain real property comprising all or a portion of the BD Redevelopment Area, which notice is hereby acknowledged as timely received by the City, and the approval of which shall not be unreasonably or untimely withheld by the City, pursuant the terms of the BD Redevelopment Agreement; and

**WHEREAS**, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants to authorize the City to consent to the assignment of certain rights, duties and obligations of the Original BD Agreement from the Developer to the New Developer and to enter into the BD Amendment, all in order to cause the completion of one or more redevelopment projects and the curing of blighting conditions that have harmed the City; and

**WHEREAS**, the Board of Aldermen hereby determines that the terms of the BD Amendment are acceptable and that the execution, delivery and performance by the City of the BD Amendment is necessary and desirable and in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the TIF Act.

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

**SECTION ONE.** 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 BD Amendment, and the City Register is hereby authorized and directed to attest to such BD Amendment and to affix the seal of the City thereto. The City hereby consents to the assignment of all or a portion of the Original BD Agreement from the Original Developer to the New Developer. The BD Amendment shall be in substantially the form attached hereto as **Exhibit A**, with such changes therein as shall be approved by said 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. The ratifications, confirmations and findings by the City within the BD Amendment are incorporated by the Board of Aldermen by reference thereto.

**SECTION TWO.** The Board of Aldermen hereby designates Northside, as redeveloper of the BD Redevelopment Area, pursuant the terms and conditions of the BD Redevelopment Agreement.

**SECTION THREE.** The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all such additional certificates, documents, agreements or other instruments as may be 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 action by the Mayor and the Comptroller or their designated representatives.

**SECTION FOUR.** 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 FIVE.** 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 SIX.** In adopting this Ordinance and designating Northside to receive tax increment financing pursuant to the assignment of the BD Redevelopment Agreement, the Board of Aldermen has considered the amount of economic incentives that Northside is or may become entitled to receive from sources other than the City and their influence upon the costs, benefits, and reasonableness of the rate of return achievable by Northside under the BD Redevelopment Agreement.

**SECTION SEVEN.** After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over his veto.

**EXHIBIT A  
AMENDMENT TO REDEVELOPMENT AGREEMENT**

**AMENDMENT TO REDEVELOPMENT AGREEMENT**

This Amendment to Redevelopment Agreement (“**Amendment**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2011 by and among the CITY OF ST. LOUIS, MISSOURI (“**City**”), a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, BOTTLE DISTRICT INVESTORS, LLC, a Missouri limited liability company (“**Developer**”), and NORTHSIDE REGENERATION, LLC, a Missouri limited liability company (“**New Developer**”). Capitalized terms used in this Amendment which are defined in the Agreement (as defined below) shall have the same meanings as defined therein, unless otherwise provided herein.

**RECITALS**

A. Pursuant to Ordinance No. 66679, the City authorized the execution of a Redevelopment Agreement (the “Original Agreement”) executed by the City and effective May 3, 2005; and

B. Developer intends to assign or has assigned all or a portion of its right, title and interest in and under the Original Agreement and to sell or transfer certain parcels of the Property (as defined in the Original Agreement) to New Developer; and

C. The City intends to consent to the assignment of all or a portion of Developer’s right, title and interest in and under the Original Agreement and to the sale or transfer of certain parcels of the Property to New Developer; and

D. Section 3.3 of the Original Agreement did provide that the Work (as defined in the Original Agreement) shall be complete within certain time frames; and

E. Due to certain circumstances, additional time beyond that provided in the Original Agreement is required to complete the Work related to the Redevelopment Project, and the City acknowledges that it is in the best interests of the City and its residents for the general health, safety, morals and public welfare to provide additional time and updated Phase parameters within which to cause the completion of the Work; and

F. In recognition of the foregoing, and in furtherance of the completion of the Redevelopment Project and remediation of blighting conditions in the Redevelopment Area, the City intends to enter into this Amendment to Redevelopment Agreement (the Original Agreement as amended by this Amendment being the “Agreement” or “Redevelopment Agreement”).

**AGREEMENT**

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. The following *Definitions* in Section 1.1 of the Agreement are by this Amendment deleted in their entirety, and replaced with the following:

“*Phase*” means Phase I, Phase II, Phase III, and Phase IV of the Redevelopment Project, collectively or individually, as the context provides; provided that, overall the project is expected to be a mixed use project containing commercial, retail, office and residential components, and is expected to be developed in as many as four phases in no predetermined order.”

“*Phase I Redevelopment Project*” or “*Phase A*” means the redevelopment of the Property or area located within the Redevelopment Area and identified as Block A on Exhibit H hereto, which is incorporated herein by this reference, including the development of the following: (1) approximately 30,000 square feet of first floor commercial, office and retail space; and (2) a hotel containing approximately 120 to 150 rooms and approximately 125 to 300 parking spaces; all as further set forth in the Redevelopment Plan, and as approved by the Approving Ordinance.”

“*Phase II Redevelopment Project*” or “*Phase B*” means the redevelopment of the Property or area located within the Redevelopment Area and identified as Block B and Block C on Exhibit H hereto, which is

incorporated herein by this reference, including the development of the following: (1) approximately 35,000 to 58,000 square feet of first floor commercial, office and retail space; (2) second and third floor residential or office space with residential of up to approximately 38,000 square feet and 36 residential units and office of up to approximately 50,000 square feet, or a combination of such residential and office space; (3) approximately 120 to 150 parking spaces; and (4) a platform for a future residential or office tower of approximately 100,000 to 200,000 square feet; all as further set forth in the Redevelopment Plan, and as approved by the Approving Ordinance.”

“Phase III Redevelopment Project” or “Phase C” means the redevelopment of the Property or area located with the Redevelopment Area and identified as Block E and Block F on Exhibit H hereto, which is incorporated herein by this reference, including the development of the following: (1) approximately 30,000 to 40,000 square feet of first floor commercial, office and retail space; (2) approximately 38,000 to 50,000 square feet of second and third floor residential or office space with as many as 36 residential units; (3) approximately 120 to 150 parking spaces; and (4) a platform for a future residential or office tower of approximately 100,000 to 200,000 square feet; all as further set forth in the Redevelopment Plan, and as approved by the Approving Ordinance.”

“Phase IV Redevelopment Project” or “Phase D” means the redevelopment of the Property or area located with the Redevelopment Area and identified as Block D, Block G, and Block H on Exhibit H hereto, which is incorporated herein by this reference, including the development of the following: (1) approximately 54,000 to 75,000 square feet of first floor commercial, office and retail space; (2) approximately 50,000 to 75,000 square feet of second and third floor residential or office space; (3) approximately 150 to 450 parking spaces; and (4) a platform for two future residential or office towers of a total of approximately 200,000 to 400,000 square feet; all as further set forth in the Redevelopment Plan, and as approved by the Approving Ordinance.”

2. The first paragraph and table in Section 3.3 of the Agreement is by this Amendment deleted in its entirety, and replaced with the following:

**3.3 Developer to Construct the Work.** The Developer shall commence each of its obligations under this Agreement with respect to the acquisition, construction and completion of the Work in accordance with the following schedule, subject to the extensions resulting from force majeure as set forth in **Section 7.5** of this Agreement:

Activity	Submit Certificate of Commencement of Construction	Submit Certificate of Substantial Completion
Phase I Redevelopment Project	July 1, 2012	March 1, 2014
Phase II Redevelopment Project	January 1, 2014	July 1, 2015
Phase III Redevelopment Project	July 1, 2014	January 1, 2016
Phase IV Redevelopment Project	July 1, 2015	January 1, 2017

3. The Phase A, Phase B, Phase C and Phase D Estimated Reimbursable Redevelopment Project Costs in Exhibits B-1 to B-4 of the Agreement are by this Amendment deleted and in their entirety, replaced with **Exhibits A-1 to A-4** to this Amendment. Moreover, the Phase A, Phase B, Phase C and Phase D Reimbursable Redevelopment Project Costs allocated in Section 4.2 of the Agreement are hereby amended by replacing such costs as follows:

“Phase A:           \$20,000,000  
Phase B:           \$20,000,000  
Phase C:           \$10,000,000  
Phase D:           \$1,500,000”

4. The *Bottle District – Redevelopment Area Phase Boundary Map* in Exhibit H of the Agreement is by this Amendment deleted in its entirety, and replaced with the *Bottle District – Redevelopment Area Phase Boundary Map Exhibit B* to this Amendment.

5. The City hereby acknowledges the receipt of written notice on \_\_\_\_\_, 2011, from the Developer notifying the City of the proposed sale or transfer of the fee title of a portion of the Property and the assignment of the redevelopment rights relating thereto. The City hereby confirms and finds that the above written notice was received by or on behalf of the City at least fifteen (15) days prior to \_\_\_\_\_, 2011, the date of the sale or transfer of such to the New Developer, and further hereby finds and determines the sufficiency of such notice pursuant to the requirements of Article VI, section 6.6 of the Redevelopment Agreement, headed *Notice to City of Transfer* of the Redevelopment Agreement.

6. The City hereby consents to the assignment of the Original Agreement from the Developer to the New Developer. Developer hereby assigns to New Developer, all of its right, title, and interest in, to and under the Redevelopment Agreement relating to the Property (or part thereof) acquired or to be acquired by the New Developer, with the effect that as of the date hereof, New Developer shall in all respects stand and serve in the place of Assignor under and pursuant to the Redevelopment Agreement, including, without limitation, holding the right to receive any economic incentives contemplated or to be adopted under such documents relating to the Property; provided, however, that nothing contained in this Agreement shall relieve the Developer from any other obligations to the City independent of the Redevelopment Agreement and unrelated to the Property nor affect the right of the New Developer to rely on any covenants, representations or warranties made to the New Developer by the Developer, the City or any other parties. In addition to any other covenants, representations or warranties, the Developer hereby represents and warrants to New Developer that, as of the date of execution of this Agreement by the parties, Developer has neither received notice nor has knowledge of any claim or assertion of a claim contesting the validity or legality of the Redevelopment Agreement, or contesting any City ordinances relating to the Redevelopment Agreement, or contesting any City or Commission proceedings, relating thereto. The City further finds and determines that the New Developer has provided a reasonable demonstration of the New Developer's experience and financial capability to undertake and complete such portions of the Work (as such term is defined in the Redevelopment Agreement) relating to the Property and perform the obligations of "Developer", as defined therein, of the Property.

7. The City's legal fees and costs, including those of SLDC and the Comptroller (as such terms are defined in the Redevelopment Agreement), incurred in the City's review and negotiation of this Amendment and the City's involvement in the implementation of all transactions contemplated under this Amendment, shall be paid upon execution of this Amendment.

8. All notices, demands, consents, approvals, certificates and other communications hereafter required by the Agreement to be given shall continue to be governed by Section 7.6 of the Agreement, except that the addresses set forth in the Agreement for Developer shall be deleted and replaced with the following:

In the case of the New Developer, to:

Northside Regeneration, LLC  
1001 Boardwalk Springs Place  
O'Fallon, Missouri 63366  
Attention: William D. Laskowsky  
Facsimile: (636) 561-3901

With a copy to:

Stone, Leyton & Gershman  
A Professional Corporation  
7733 Forsyth Boulevard, Suite 500  
St. Louis, Missouri 63105  
Attention: Steven M. Stone  
Facsimile: (314) 721-8660

In the case of Developer, to:

Bottle District Investors, LLC  
1600 S. Brentwood Blvd., Suite 770  
St. Louis, Missouri 63144  
Attention: Lawrence R. Chapman, Jr.  
Facsimile: (314) 222-6261

With a copy to:

Stinson Morrison Hecker LLP  
7700 Forsyth Boulevard, Suite 1100

St. Louis, Missouri 63105-1821  
Attention: Thomas B. Smallwood  
Facsimile: (314) 259-4458

And

CLAYCO  
2199 Innerbelt Business Center Dr.  
St. Louis, Missouri 63114-5721  
Attention: Caroline Saunders  
Facsimile: 314-429-1890

In the case of the City, the first address in the Agreement should be replaced with the following:

City of St. Louis  
City Counselor  
City Hall  
1200 Market Street, Room 314  
St. Louis, Missouri 63102  
Attention: Assistant City Counselor  
Facsimile: (314) 622-4956

8. This Amendment shall be construed and enforced in accordance with the laws of the State of Missouri and shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

9. No provision of this Amendment may be amended or modified, except by an instrument in writing signed by the parties.

10. Unless otherwise defined herein, any capitalized terms in this Amendment shall have the meanings provided in the Agreement.

11. This Amendment may be executed in multiple counterparts; provided that, this Amendment shall become effective only after the LCRA has approved an amendment to those certain Agreements between CRG-BTL, LLC, and the LCRA dated as of July 16, 2010, and December 8, 2010, and such amendment has been approved and executed by all parties thereto.

**[Signature Page to Follow.]**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of 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:

\_\_\_\_\_  
Patricia Hageman, City Counselor

“DEVELOPER”

**BOTTLE DISTRICT INVESTORS, LLC,**

a Missouri limited liability company

By: CRG-BTL, LLC

By: \_\_\_\_\_  
Lawrence R. Chapman, Jr., Manager

“NEW DEVELOPER”

**NORTHSIDE REGENERATION, LLC,**  
a Missouri limited liability company

By McEagle Regeneration, LLC, its Manager

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

Name: \_\_\_\_\_  
Title: Manager

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 County 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 \_\_\_\_\_, 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 County 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 \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the Manager of BOTTLE DISTRICT INVESTORS, LLC, a Missouri limited liability



(d)	Public Infrastructure and Utilities Improvements (includes water distribution, storm water sewers/detention facilities, sanitary sewers, electrical and installation of other utilities, parking, streetscape and roadway improvements).	\$3,000,000
(e)	Building Construction, Rehabilitation or Reconstruction Costs (includes, but is not limited to, construction costs associated with the Redevelopment Project excluding any and all tenant finish costs).	\$1,000,000
(f)	Professional Fees (includes, but is not limited to, architectural, engineering, legal, marketing, financial, planning, or special services).	\$2,000,000
	<b>Total Phase II Reimbursable Redevelopment Project Costs</b>	<b>\$20,000,000</b>

Subject to the limitations set for the in Section 4.2 of the Original Agreement.

**EXHIBIT A-3**  
**Phase 4 Estimated Reimbursable Redevelopment Project Guide**

	<b>CATEGORY</b>	<b>ESTIMATED COSTS</b>
(a)	Property Acquisition and Relocation	\$1,000,000
(b)	Demolition and Environmental (includes asbestos abatement and other necessary environmental remediation; demolition of portions of buildings to enable reconstruction; demolition of obsolete utilities).	\$0
(c)	Construction of Structured and Parking Facilities	\$3,000,000
(d)	Public Infrastructure and Utilities Improvements (includes water distribution, storm water sewers/detention facilities, sanitary sewers, electrical and installation of other utilities, parking, streetscape and roadway improvements).	\$1,000,000
(e)	Building Construction, Rehabilitation or Reconstruction Costs (includes, but is not limited to, construction costs associated with the Redevelopment Project excluding any and all tenant finish costs).	\$4,000,000
(f)	Professional Fees (includes, but is not limited to, architectural, engineering, legal, marketing, financial, planning, or special services).	\$1,000,000
	<b>Total Phase III Reimbursable Redevelopment Project Costs</b>	<b>\$10,000,000</b>

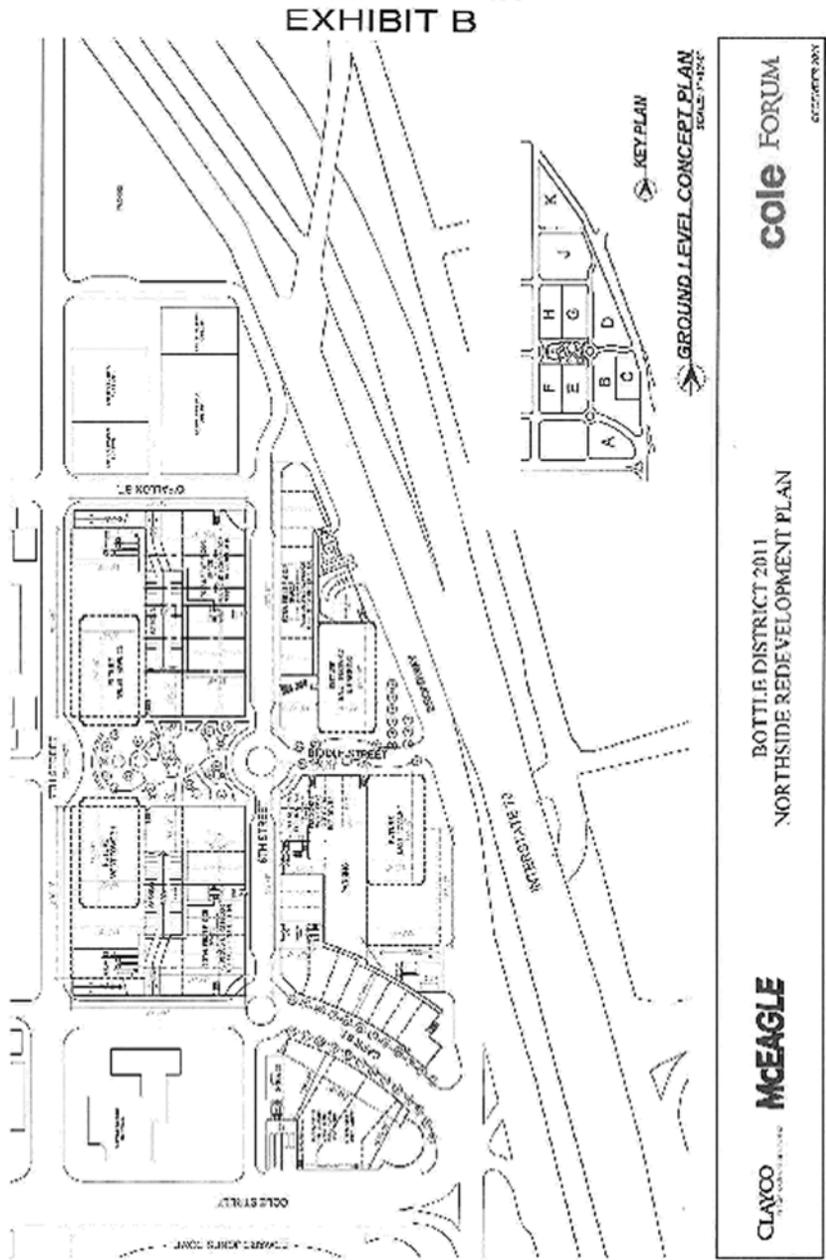
Subject to the limitations set for the in Section 4.2 of the Original Agreement.

**EXHIBIT A-4**  
**Phase 4 Estimated Reimbursable Redevelopment Project Guide**

	<b>CATEGORY</b>	<b>ESTIMATED COSTS</b>
(a)	Property Acquisition and Relocation	\$0
(b)	Demolition and Environmental (includes asbestos abatement and other necessary environmental remediation; demolition of portions of buildings to enable reconstruction; demolition of obsolete utilities).	\$0
(c)	Construction of Structured and Parking Facilities	\$1,000,000
(d)	Public Infrastructure and Utilities Improvements (includes water distribution, storm water sewers/detention facilities, sanitary sewers, electrical and installation of other utilities, parking, streetscape and roadway improvements).	\$200,000
(e)	Building Construction, Rehabilitation or Reconstruction Costs (includes, but is not limited to, construction costs associated with the Redevelopment Project excluding any and all tenant finish costs).	\$100,000
(f)	Professional Fees (includes, but is not limited to, architectural, engineering, legal, marketing, financial, planning, or special services).	\$200,000
	<b>Total Phase IV Reimbursable Redevelopment Project Costs</b>	<b>\$1,500,000</b>

Subject to the limitations set for the in Section 4.2 of the Original Agreement.

**EXHIBIT B  
BOTTLE DISTRICT - REDEVELOPMENT AREA PHASE BOUNDARY MAP**



Approved: December 21, 2011

**ORDINANCE #69051**  
**Board Bill No. 187**

**AN ORDINANCE DISSOLVING THE SPECIAL ALLOCATION FUND FOR THE SCULLIN REDEVELOPMENT PROJECT AREA, TERMINATING THE DESIGNATION OF A PORTION OF THE CITY OF ST. LOUIS, MISSOURI, AS A REDEVELOPMENT AREA, AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO.**

**WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the Act; and

**WHEREAS**, the Section 99.850.2 requires "(u)pon the payment of all redevelopment project costs, retirement of obligations and the distribution of any excess moneys pursuant to section 99.845 and this section, the municipality shall adopt an ordinance dissolving the special allocation fund for the redevelopment area and terminating the designation of the redevelopment area as a redevelopment area." and thereafter distribute the remaining funds as required by the Act; and

**WHEREAS**, the Scullin Redevelopment Plan provided for, among other things, certain public projects including right-of-way acquisition, road improvements, demolition and other improvements for relocation, alley and street paving (the "Redevelopment Project"); and

**WHEREAS**, the Board of Aldermen passed and the Mayor signed Ordinance No. 62044, as amended by Ordinance No. 62368, designating the Redevelopment Project area as a "redevelopment area" as defined in Section 99.805(12) of the Act (the "Redevelopment Area"), approving the Scullin Redevelopment Plan and the Redevelopment Project, adopting tax increment financing within the Redevelopment Area, and establishing the Special Allocation Fund (the "Special Allocation Fund") for the Redevelopment Project, and authorizing the City to enter into a redevelopment agreement with Midland Equities, Inc. (the "Developer"), whereby the Developer agreed to carry out the Scullin Redevelopment Plan on behalf of the City; and Ordinance No. 62370 authorizing the issuance of Tax Increment Revenue Notes (Scullin Redevelopment Area), Series 1991A in aggregate principal amount not to exceed the amount of the Public Project Costs as determined by Bond Counsel plus Issuance Costs, as defined in the said ordinance; and

**WHEREAS**, the Redevelopment Project is completed and the City of St. Louis, Missouri, Tax-Exempt Tax Increment Revenue Notes (Scullin Redevelopment Area), Series 1991A have been retired; and

**WHEREAS**, all "redevelopment project costs" under the Act were incurred, all obligations have been retired and no further obligations will be issued with respect to the Scullin Redevelopment Plan.

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

**SECTION ONE.** The Board of Aldermen hereby dissolves the Special Allocation Fund for the Redevelopment Area and terminates the designation of the Redevelopment Area as a "redevelopment area" pursuant to the Act.

**SECTION TWO.** The Finance Officer ("Comptroller") is hereby directed to disburse, after the payment of City's expenses, all funds in the Special Allocation Fund for the Redevelopment Area to the appropriate taxing districts in the manner provided in the Act.

**SECTION THREE.** The Mayor and Comptroller are hereby authorized and directed to execute all documents, if any, and take such necessary steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

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

**Approved: December 22, 2011**

**ORDINANCE #69052**  
**Board Bill No. 188**

**AN ORDINANCE DISSOLVING THE SPECIAL ALLOCATION FUNDS FOR THE STATION G REDEVELOPMENT AREA AND TERMINATING THE DESIGNATION OF CERTAIN RESPECTIVE PORTIONS OF THE CITY OF ST. LOUIS, MISSOURI, RELATING TO THAT REDEVELOPMENT AREA AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO.**

**WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the Act; and

**WHEREAS**, the Act authorizes municipalities to adopt an ordinance dissolving the special allocation fund for a redevelopment area and terminating the designation of the redevelopment area as a "redevelopment area." and thereafter distribute the remaining funds as required upon the occurrence of certain conditions; and

**WHEREAS**, the Station G Redevelopment Plan envisioned construction of 201 new residential units, 3,300 square feet of commercial space and ancillary improvements ("Station G Redevelopment Project") and the Board of Aldermen passed and the Mayor signed Ordinance No. 68006, designating the Station G redevelopment project area as a "redevelopment area" as defined in Section 99.805(12) of the Act ("Station G Redevelopment Area"), approving that redevelopment plan and that redevelopment project, adopting tax increment financing within the Station G Redevelopment Area, and establishing a special allocation fund for the Station G Redevelopment Area, and a redevelopment agreement was entered by Hefner, Smith, Airhart & Day, Inc. into on February 19, 2009 requiring commencement of February of 2010 and substantial completion by December of 2011 and to date nothing has been commenced, and the City has written Hefner, Smith, Airhart & Day, Inc. and it did not object to terminating the said redevelopment agreement.

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

**SECTION ONE.** The Board of Aldermen hereby dissolves the special allocation funds for the Station G Redevelopment Area and terminates the designation of the Station G Redevelopment Area as a "redevelopment area" pursuant to the Act.

**SECTION TWO.** The Finance Officer ("Comptroller") is hereby directed to disburse, after the payment of City's expenses, all funds in the above named Station G Redevelopment Area special allocation funds to the appropriate taxing districts in the manner provided in the Act.

**SECTION THREE.** The Mayor and Comptroller are hereby authorized and directed to execute all documents, if any, and take such necessary steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

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

**Approved: December 22, 2011**

**ORDINANCE #69053**  
**Board Bill No. 191**

An ordinance approving a blighting study and redevelopment plan dated September 27, 2011 for the 210 N. Tucker Blvd. 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 some of the property within

the Area is 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, unsanitary 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 210 N. Tucker Blvd. Redevelopment Area" dated September 27, 2011, consisting of a Title Page; a Table of Contents Page, ten (10) numbered pages and 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 210 N. Tucker Blvd. 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 September 27, 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.** Some of the property within the Area is currently 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 tax-exempt 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.

**ATTACHMENT "A"**

**210 N. TUCKER BLVD. REDEVELOPMENT AREA  
LEGAL DESCRIPTION**

Part of Block 503 of the City of St. Louis, including the alley now vacated by Ordinance No. 51433, described as follows:

Beginning at the intersection of the East line of 12th Boulevard with the North line of Pine Street, thence Northwardly along the East line of 12th Boulevard 233 feet 3-3/4 inches to the South line of Olive Street, thence Eastwardly along the South line of Olive Street 197 feet 5-1/2 inches to a point distant 238 feet West of the West line of 11th Street, thence Southwardly parallel with 11th Street 104 feet 1-5/8 inches to an alley, 20 feet wide, thence Westwardly along the North line of said alley 97 feet 2-1/8 inches to the West line of another alley; thence Southwardly along the West line of the last mentioned alley, 129 feet 1-3/4 inches to the North line of Pine Street; thence Westwardly along the North line of Pine Street, 100 feet 3-1/4 inches to the point of beginning.

**ATTACHMENT "B"  
Form: 10/05/11**

**BLIGHTING STUDY AND PLAN  
FOR THE  
210 N. TUCKER BLVD. REDEVELOPMENT AREA  
PROJECT #1591  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
September 27, 2011**

**MAYOR  
FRANCIS G. SLAY**

**BLIGHTING STUDY AND PLAN FOR  
210 N. TUCKER BLVD. REDEVELOPMENT AREA**

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**A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT****1. DELINEATION OF BOUNDARIES**

The 210 N. Tucker Blvd. Redevelopment Area ("Area") encompasses approximately 0.77 acres in the Downtown neighborhood of the City of St. Louis ("City") and is located on the east side of Tucker Blvd. between Olive St. and Pine 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 503 and includes the following addresses: 200-20 Tucker Blvd., 1130-44 Olive St. and 1131-43 Pine St. 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 11.7% unemployment rate for the City for the month of August, 2011. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently approximately 116 jobs within the Area over three shifts.

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

Existing land uses within the Area include a partially occupied eighteen (18) story 422,000 sq. ft. commercial 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 Commercial uses.

Residential density for the surrounding neighborhoods is approximately 5.63 persons per acre for 2010.

**5. CURRENT ZONING**

The Area is currently zoned "I" Central Business 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**

Some 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 "I" Central Business 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 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 Specialty Mixed-Use Area (SMUA).

3. PROPOSED ZONING

The zoning for the Area may remain "I" Central Business 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 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

Approximately 100 to 200 new permanent full time equivalent jobs are expected to 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 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 existing building should be enhanced to better contribute to the important Twelfth Street Streetscape.

**b. Urban Design Regulations**

Enhance existing structure.

**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.

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 one (1) year of approval of this Plan by City ordinance and completed within approximately five (5) 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

Some of the property within the Area is currently 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**

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 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 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"**

**210 N. TUCKER BLVD. REDEVELOPMENT AREA  
LEGAL DESCRIPTION**

Part of Block 503 of the City of St. Louis, including the alley now vacated by Ordinance No. 51433, described as follows:

Beginning at the intersection of the East line of 12th Boulevard with the North line of Pine Street, thence Northwardly along the East line of 12th Boulevard 233 feet 3-3/4 inches to the South line of Olive Street, thence Eastwardly along the South line of Olive Street

197 feet 5-1/2 inches to a point distant 238 feet West of the West line of 11th Street, thence Southwardly parallel with 11th Street 104 feet 1-5/8 inches to an alley, 20 feet wide, thence Westwardly along the North line of said alley 97 feet 2-1/8 inches to the West line of another alley; thence Southwardly along the West line of the last mentioned alley, 129 feet 1-3/4 inches to the North line of Pine Street; thence Westwardly along the North line of Pine Street, 100 feet 3-1/4 inches to the point of beginning.

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.

The Redeveloper(s) and its contractors will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

The Redeveloper(s) shall fully comply with Executive Order #28 dated July 24, 1997 (as may be extended) relating to minority and women-owned business participation in City contracts.

The Redeveloper(s) agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper(s), its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

The Redeveloper(s) shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 (First Source Jobs Policy) which is codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis.

**EXHIBIT "F"**

**Blighting Report for the 210 N. Tucker Blvd. Redevelopment Area**

As outlined below, the Area suffers from a multitude of physical and economic deficiencies including defective and inadequate streets, insanitary or unsafe conditions, deteriorating or inadequate site improvements, improper subdivision or obsolete platting and conditions which endanger life or property by fire or other causes.

As a result of these factors the preponderance of the property in the Area is an economic liability for the City, its residents and the taxing districts that depend upon it as a revenue source, as well as a public, health and safety liability. It, therefore, qualifies as a "blighted area" as such time is defined in Section 99.320(3) of the Missouri Revised Statute (2000) as amended.

Subject Property is: \_\_\_\_\_ vacant land \_\_\_\_\_ unoccupied/occupied residential  
\_\_\_\_\_ X \_\_\_\_\_ occupied commercial

Subject Property is: \_\_\_\_\_ X \_\_\_\_\_ secured \_\_\_\_\_ unsecured

The subject property \_\_\_\_\_ has \_\_\_\_\_ X \_\_\_\_\_ has no predominance of defective or inadequate streets  
If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ X \_\_\_\_\_ has \_\_\_\_\_ has no insanitary or unsafe conditions  
If answer is yes, explain: The building contains some environmental hazards.

The subject property \_\_\_\_\_ has \_\_\_\_\_ X \_\_\_\_\_ has no deterioration of site conditions  
If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ has \_\_\_\_\_ X \_\_\_\_\_ has no improper subdivision or obsolete platting

If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ has  has no conditions which endanger life or property by fire or other cause.  
If answer is yes, explain: \_\_\_\_\_

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 only 40% occupied and requires major upgrades to increase occupancy.

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 subject property \_\_\_\_\_ is  is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: The unoccupied portion of the building (floors 9-18) are very obsolete and cannot attract occupancy without major upgrades.

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 conditions which endanger life or property by fire and other causes. 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: See above.

Approved: December 22, 2011

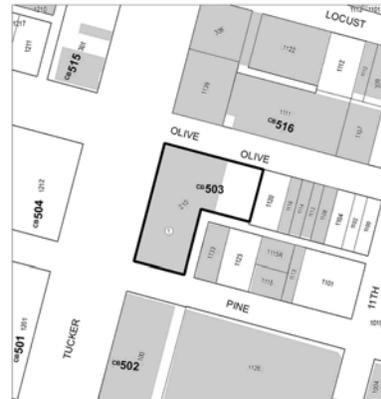
ORDINANCE NO. 69053 - EXHIBITS B, C & D



**Exhibit B**  
Project Area Plan  
210 North Tucker Boulevard  
Existing Uses and Conditions  
Occupied Commercial, Fair Condition  
Project Area Boundary  
Buildings  
City Block Number



**Exhibit C**  
Proposed Land Uses  
210 North Tucker Boulevard  
Proposed Land Uses  
Commercial Uses  
Project Area Boundary  
Buildings  
City Block Number



**Exhibit D**  
Project Acquisition Map  
210 North Tucker Boulevard  
Project Acquisition Map  
Parcel Number  
Project Area Boundary  
Buildings  
City Block Number

**ORDINANCE #69054**  
**Board Bill No. 192**

An ordinance affirming that 1613-15 Carroll Street was blighted by Ordinance #64821 as part of the Near Southside Redevelopment Area ("Blighted Area") and approving a redevelopment plan (as further defined herein, the "Plan") dated October 14, 2011 for the 1613-15 Carroll Street Redevelopment Area ("Area") located within the Blighted Area; 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 five (5) 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, unsanitary 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 Redevelopment Plan for the 1613-15 Carroll Street Redevelopment Area ("Area") dated October 14, 2011, consisting of a Title Page; a Table of Contents Page, eleven (11) numbered pages including Exhibits "A" – "E" attached hereto and incorporated herein as Attachment "B" ("Plan") 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 Blighted Area, found that Blighted Area to be blighted, and recommend approval of the Near Southside Redevelopment 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 Blighted Area approved in Ordinance #64831; and

**WHEREAS**, the plan approved by Ordinance #64831 was 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.** Ordinance #64831 found that there exists within the City of St. Louis ("City") a blighted area ("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) and that 1613-15 Carroll Street described in Attachment "A", attached hereto and incorporated herein, known as the 1613-15 Carroll Street Area ("Area") is within that Blighted Area.

**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 affirmed to be blighted as defined in Section 99.320 of the Statute.

**SECTION FOUR.** The 1613-15 Carroll Street Redevelopment Plan ("Plan") 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.** 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 five (5) 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 five (5) 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 five (5) 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 tax-exempt 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 five (5) 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 five (5) 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 five (5) 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.

**ATTACHMENT "A"**

**THE 1613-15 CARROLL STREET AREA  
LEGAL DESCRIPTION**

C.B. 1254 CARROLL ST  
34 FT 6 IN X 120 FT  
4TH SUBDN CITY COMMONS BLK 4

**LOT 6 & W 5**

**ATTACHMENT "B"  
Form: 10/14/11**

**BLIGHTING STUDY AND REDEVELOPMENT PLAN  
FOR THE  
1613-15 CARROLL STREET REDEVELOPMENT AREA  
PROJECT # 9088  
October 14, 2011  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS**

MAYOR  
FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR  
1613-15 CARROLL STREET REDEVELOPMENT AREA**

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**A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT**1. DELINEATION OF BOUNDARIES

The 1613-15 Carroll Street Redevelopment Area ("Area") encompasses approximately 0.10 acres in the Lafayette Square neighborhood of the City of St. Louis ("City") and is located along the west side of Truman Parkway.

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 one parcel of City Block 1254. 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").

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 11.7% unemployment rate for the City for the month of August, 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 a single-family residence.

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 9.59 persons per acre in 2010.

5. CURRENT ZONING

The Area is currently zoned "A" Single Family Dwelling 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 was found blighted by Ordinance #64831 approved December 29, 1999.

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

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

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in zones designated "A" Single-Family Dwelling 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 be permitted to use the property within the Area for only the above proposed uses.

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) designated it as a Neighborhood Preservation Area (NP).

3. PROPOSED ZONING

The zoning for the Area may remain "A" Single Family Dwelling District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

he 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, adequate provisions for light and air, sound design and arrangement, and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THE AREA

No new jobs will be created in this Area because the proposed redevelopment is residential.

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 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
- 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.
- 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 contracts between the LCRA and the Redeveloper. All new signs shall be restricted to standard sale/lease signs.

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 (one) year of approval of this Plan by City ordinance and completed within approximately two (years) 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 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**

None of the property within the Area is currently occupied. 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**

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 five (5) 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 five (5) 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 five (5) 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. 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 five (5) 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 five (5) 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 five (5) 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, or other items which alter the nature or intent of this Plan.

This 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 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 1613-15 CARROLL STREET AREA  
LEGAL DESCRIPTION**

C.B. 1254 CARROLL ST  
34 FT 6 IN X 120 FT  
4TH SUBDN CITY COMMONS BLK 4

**LOT 6 & W 5**

See attached Exhibits B, C & D

**EXHIBIT "E"  
FORM: 02/08/08**

**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 shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper(s) and its contractors will not contract or subcontract with any party known to have been found in violation of any such Laws, ordinances, regulations or these guidelines.

The Redeveloper(s) shall fully comply with Executive Order #28 dated July 24, 1997, as has been extended, relating to minority and women-owned business participation in City contracts.

The Redeveloper(s) agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper(s), its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

Redeveloper(s) shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 (First Source Jobs Policy) which is codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis.

EXHIBIT "F"

Blighting Report for the Redevelopment Area

As outlined below, the Area suffers from a multitude of physical and economic deficiencies including defective and inadequate streets, insanitary or unsafe conditions, deterioration or inadequate site improvements, improper subdivision or absolute platting and conditions which endanger life or property by fire or other curses.

As a result of these factors the preponderance of the property in the Area is an economic liability for the City, its residents and the taxing districts that depend upon it as a revenue source, as well as a sound, health safety liability. It, therefore, qualifies as a "blighted area" as such time is defined in Section 99.320(3) of the Missouri Revised Statute (2000) as amended.

Subject Property is: \_\_\_\_\_ vacant land \_\_\_\_\_ unoccupied/occupied residential
\_\_\_\_\_ unoccupied/occupied commercial

Subject Property is: \_\_\_\_\_ secured \_\_\_\_\_ unsecured

The subject property \_\_\_\_\_ has \_\_\_\_\_ has not a predominance of defective or inadequate streets
If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ has \_\_\_\_\_ has not insanitary or unsafe conditions
If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ has \_\_\_\_\_ has not deterioration of site conditions
If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ has \_\_\_\_\_ has not improper subdivision or obsolete 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 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 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 subject property \_\_\_\_\_ is \_\_\_\_\_ is not detrimental because of dilapidation, deterioration, age or
obsolescence. If answer is yes, explain: \_\_\_\_\_

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: \_\_\_\_\_

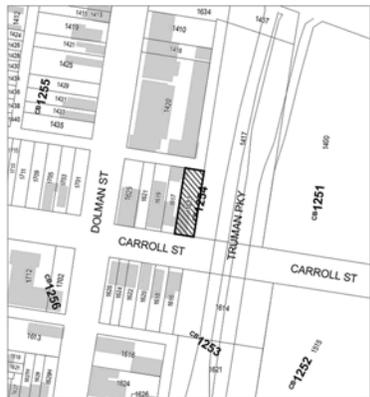
The subject property \_\_\_\_\_ is \_\_\_\_\_ is not detrimental because of overcrowding of buildings, overcrowding
of land. If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ has \_\_\_\_\_ has not conditions which endanger life or property by fire and other
causes. If answer is yes, explain: \_\_\_\_\_

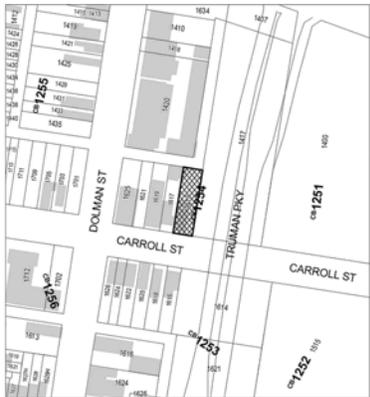
The subject property \_\_\_\_\_ has \_\_\_\_\_ has not a combination of factors that are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and . If answer is yes, explain: \_\_\_\_\_

Approved: December 22, 2011

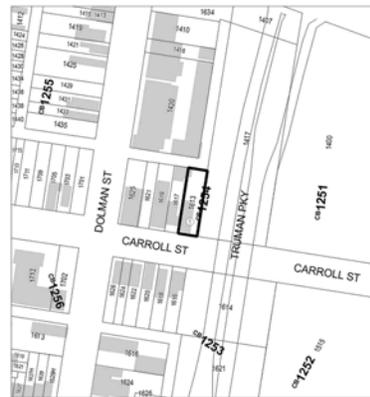
ORDINANCE NO. 69054 - EXHIBITS B, C & D



**Exhibit B  
Project Area Plan  
1613-15 Carroll Street**  
Existing Uses and Conditions  
Unoccupied Residential, Fair Condition  
Project Area Boundary  
Buildings  
City Block Number



**Exhibit C  
Proposed Land Uses  
1613-15 Carroll Street**  
Proposed Land Uses  
Residential Uses  
Project Area Boundary  
Buildings  
City Block Number



**Exhibit D  
Project Acquisition Map  
1613-15 Carroll Street**  
Project Acquisition Map  
Parcel Number  
Project Area Boundary  
Buildings  
City Block Number

**ORDINANCE #69055**  
**Board Bill No. 193**

**AN ORDINANCE DISSOLVING SPECIAL ALLOCATION FUNDS FOR THE 1400 WASHINGTON REDEVELOPMENT AREA, 3150 SOUTH GRAND REDEVELOPMENT AREA, 5819 DELMAR REDEVELOPMENT AREA, CHOUTEAU NEWSTEAD REDEVELOPMENT AREA, ICE HOUSE REDEVELOPMENT AREA AND LINDELL CONDOMINIUMS REDEVELOPMENT AREA, AND TERMINATING THE DESIGNATION OF CERTAIN RESPECTIVE PORTIONS OF THE CITY OF ST. LOUIS, MISSOURI, RELATING TO EACH AS A REDEVELOPMENT AREA AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO.**

**WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the Act; and

**WHEREAS**, the Act authorizes municipalities to adopt an ordinance dissolving the special allocation fund for a redevelopment area and terminating the designation of the redevelopment area as a "redevelopment area." and thereafter distribute the remaining funds as required upon the occurrence of certain conditions; and

**WHEREAS**, the 1400 Washington Redevelopment Plan envisioned the construction of a new residential tower with retail and related parking ("1400 Washington Redevelopment Project") and the City Board of Aldermen ("Aldermen") passed and the Mayor signed Ordinance No. 67508, designating the 1400 Washington redevelopment project area as a "redevelopment area" as defined in Section 99.805(12) of the Act ("1400 Washington Redevelopment Area"), approving that redevelopment plan and that redevelopment project, adopting tax increment financing within the 1400 Washington Redevelopment Area, and establishing a special allocation fund for the 1400 Washington Redevelopment Area, and Section Twelve of Ordinance No. 67508 provides that said ordinance shall terminate ninety (90) days after the effective date or July 5, 2007, unless extended by the City Board of Estimate and Apportionment ("E & A"), if a redevelopment agreement relating to the 1400 Washington Redevelopment Project has not been executed, and no such redevelopment agreement has been executed nor the time extended; and

**WHEREAS**, the 3150 South Grand Redevelopment Plan envisioned the construction of a new commercial building with parking ("3150 South Grand Redevelopment Project") and the Aldermen passed and the Mayor signed Ordinance No. 68260, designating the 3150 South Grand redevelopment project area as a "redevelopment area" as defined in Section 99.805(12) of the Act (the "3150 South Grand Redevelopment Area"), approving that redevelopment plan and that redevelopment project, adopting tax increment financing within the 3150 South Grand Redevelopment Area, and establishing a special allocation fund for the 3150 South Grand Redevelopment Area and Section Twelve of Ordinance No. 68260 provides that said ordinance shall terminate ninety (90) days after the effective date or March 9, 2009, unless extended by E & A, if a redevelopment agreement relating to the 3150 South Grand Redevelopment Project has not been executed and no such redevelopment agreement has been executed nor the time extended; and

**WHEREAS**, the 5819 Delmar Redevelopment Plan envisioned the construction of thirty (30) new residential units ("5819 Delmar Redevelopment Project") and the Aldermen passed and the Mayor signed Ordinance No. 66968, designating the 5819 Delmar redevelopment project area as a "redevelopment area" as defined in Section 99.805(12) of the Act (the "5819 Delmar Redevelopment Area"), approving that redevelopment plan and that redevelopment project, adopting tax increment financing within the 5819 Delmar Redevelopment Area, and establishing a special allocation fund for the 5819 Delmar Redevelopment Area and Section Twelve of Ordinance No. 66968 provides that said ordinance shall terminate ninety (90) days after the effective date or January 3, 2006, unless extended by the E & A, if a redevelopment agreement relating to the 5819 Delmar Redevelopment Project has not been executed and no such redevelopment agreement has been executed nor the time extended; and

**WHEREAS**, the Chouteau Newstead Redevelopment Plan envisioned the construction of twenty (20) new residential townhouse structures (the "Chouteau Newstead Redevelopment Project") and the Aldermen passed and the Mayor signed Ordinance No. 67850, designating the Chouteau Newstead redevelopment project area as a "redevelopment area" as defined in Section 99.805(12) of the Act (the "Chouteau Newstead Redevelopment Area"), approving that redevelopment plan and that redevelopment project, adopting tax increment financing within the Chouteau Newstead Redevelopment Area, and establishing a special allocation fund for the Chouteau Newstead Redevelopment Area and Section Twelve of Ordinance No. 67850 provides that said ordinance shall terminate ninety (90) days after the effective date or January 27, 2008, unless extended by the E & A, if a redevelopment agreement relating to the Chouteau Newstead Redevelopment Project has not been executed and no such redevelopment agreement has been executed nor the time extended; and

**WHEREAS**, the Ice House Redevelopment Plan envisioned the rehabilitation of an existing building and related parking (the “Ice House Redevelopment Project”) and the Aldermen passed and the Mayor signed Ordinance No. 67456, designating the Ice House redevelopment project area as a “redevelopment area” as defined in Section 99.805(12) of the Act (the “Ice House Redevelopment Area”), approving that redevelopment plan and that redevelopment project, adopting tax increment financing within the Ice House Redevelopment Area, and establishing a special allocation fund for the Ice House Redevelopment Area and Section Twelve of Ordinance No. 67456 provides that it shall terminate ninety (90) days after the effective date or March 26, 2007, unless extended by E & A, if a redevelopment agreement relating to the Ice House Redevelopment Project has not been executed and no such redevelopment agreement has been executed nor the time extended; and

**WHEREAS**, the Lindell Condominiums Redevelopment Plan envisioned the construction of a new residential tower with related retail and parking (the “Lindell Condominiums Redevelopment Project”) and the Aldermen passed and the Mayor signed Ordinance No. 66967, designating the Lindell Condominiums redevelopment project area as a “redevelopment area” as defined in Section 99.805(12) of the Act (the “Lindell Condominiums Redevelopment Area”), approving that redevelopment plan and that redevelopment project, adopting tax increment financing within the Lindell Condominiums Redevelopment Area, and establishing a special allocation fund for the Lindell Condominiums Redevelopment Area and Section Twelve of Ordinance No. 66967 provides that said ordinance shall terminate ninety (90) days after the effective date or January 3, 2006, unless extended by E & A, if a redevelopment agreement relating to the Lindell Condominiums Redevelopment Project has not been executed and no such redevelopment agreement has been executed nor the time extended.

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

**SECTION ONE.** The Board of Aldermen hereby dissolves the special allocation funds for the 1400 Washington Redevelopment Area, 3150 South Grand Redevelopment Area, 5819 Delmar Redevelopment Area, Chouteau Newstead Redevelopment Area, Ice House Redevelopment Area and Lindell Condominiums Redevelopment Area and terminates the designation of the 1400 Washington Redevelopment Area, 3150 South Grand Redevelopment Area, 5819 Delmar Redevelopment Area, Chouteau Newstead Redevelopment Area, Ice House Redevelopment Area and Lindell Condominiums Redevelopment Area as a “redevelopment area” pursuant to the Act.

**SECTION TWO.** The City Finance Officer (“Comptroller”) is hereby directed to disburse, after the payment of City’s expenses, all funds in the above named special allocation funds for the 1400 Washington Redevelopment Area, 3150 South Grand Redevelopment Area, 5819 Delmar Redevelopment Area, Chouteau Newstead Redevelopment Area, Ice House Redevelopment Area and Lindell Condominiums Redevelopment Area to the appropriate taxing districts in the manner provided in the Act.

**SECTION THREE.** The Mayor and Comptroller are hereby authorized and directed to execute all documents, if any, and take such necessary steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

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

**Approved: December 22, 2011**

**ORDINANCE #69056  
Board Bill No. 195  
Committee Substitute**

An ordinance recommended by the Parks and Environment Committee establishing the Clean Energy Development Board of The City of St. Louis, Missouri (the “Clean Energy Development Board”); authorizing the Mayor to appoint the members of said Clean Energy Development Board; authorizing said Clean Energy Development Board to provide for property assessed clean energy financing for energy efficiency improvements to property within the City of St. Louis; authorizing and directing the taking of other actions 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 General Assembly of the State of Missouri has adopted the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of Missouri (the “PACE Act”), which authorizes the City of St. Louis and other municipalities and counties in the State of Missouri to create Clean Energy Development Boards to administer Property Assessed Clean Energy (“PACE”) programs.

**WHEREAS**, PACE programs allow property owners to obtain loans through Clean Energy Development Boards to finance energy efficiency and renewable energy improvements to their property and repay such loans from the savings in energy costs resulting from such improvements.

**WHEREAS**, it is in the best interests of the health, safety, and welfare of the City and its residents to authorize the Mayor to appoint a Clean Energy Development Board to administer a PACE program within the City, and to fund such PACE program through the receipt of grant funds, the issuance of bonds, and/or other financing mechanisms and funding sources, and to make or cause to be made loans to property owners within the City to fund energy efficiency improvements to their property, which loans would be repayable from the savings in energy costs.

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

**Section 1. Findings and Determinations.** The Board of Aldermen hereby finds and determines that it is in the best interests of the City and the health, safety, and welfare of its residents to authorize the Mayor to appoint a Clean Energy Development Board to administer a PACE program within the City and to fund such PACE program through the receipt of grant funds, the issuance of bonds, and/or other financing mechanisms and funding sources, and make or cause to be made loans to property owners within the City to fund energy efficiency and renewable energy improvements to their property, which loans would be repayable from the savings in energy costs.

**Section 2. Creation of a Clean Energy Development Board.** The creation of a Clean Energy Development Board, as set forth in the PACE Act, which shall hereinafter be known as the Clean Energy Development Board of The City of St. Louis, Missouri is hereby approved. The Clean Energy Development Board shall consist of five residents of the City of St. Louis appointed by the Mayor and approved by the Board of Aldermen. The Mayor is hereby authorized and directed to appoint said five members, with the advice and consent of said Board of Aldermen.

**Section 3. Authority of the Clean Energy Development Board.** The Clean Energy Development Board is hereby authorized to exercise all powers which may be exercised by such boards pursuant to the PACE Act, as may be revised from time to time, and to adopt bylaws addressing the operations of the Clean Energy Development Board which are consistent with the PACE Act and this Ordinance.

**Section 4. Terms of Board Members.** Of the Clean Energy Development Board members first appointed by the Mayor and approved by the Board of Aldermen, one (1) shall be designated to serve on the Clean Energy Development Board for a term of two (2) years from the date of appointment, two (2) shall be designated to serve on the Clean Energy Development Board for terms of three (3) years from the date of appointment, and the remaining two (2) shall be designated to serve on the Clean Energy Development Board for a term of four (4) years from the date of appointment; thereafter, each vacancy resulting from the expiration of a term shall be filled in the same manner as set forth above, and each person so appointed shall be appointed to serve on the Clean Energy Development Board for a term of four (4) years, except that the initial term of a person appointed to fill a vacancy resulting from the resignation, death or incapacity of a Clean Energy Development Board member during an unexpired term shall consist of the unexpired portion of such term.

**Section 5. Actions in Accordance with the PACE Act.** It is hereby recognized that the requirements of the PACE Act as pertain to the authority, number, qualifications, terms and manner of appointment of persons to serve on the Clean Energy Development Board may, from time to time, be revised. The Mayor and such other persons as may be directed to act with respect thereto under the PACE Act in the future are hereby authorized to act in accordance with the PACE Act, as from time to time revised, so that at all times hereinafter the Clean Energy Development Board shall be and remain legally authorized to exercise the powers of a Clean Energy Development Board under the PACE Act, without further action of the City, the Board of Aldermen, or the Clean Energy Development Board.

**Section 6. Further Authority.** The Mayor, the Comptroller, the Register, and other appropriate officials, agents, and employees of the City are hereby authorized to take such further actions and execute such 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 hereunder and under the PACE Act.

**Section 7. Severability and Superseding of Inconsistent Provisions.** 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. 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: December 22, 2011**