

ORDINANCE #69290
Board Bill No. 132
Committee Substitute

An ordinance approving a blighting study and redevelopment plan dated June 26, 2012 (expanded September 25, 2012) for the 6901 McKissock Avenue Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that the property within the Area is occupied, the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available up to a ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan; and containing a severability clause.

WHEREAS, the predominance of defective or inadequate street layout, 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 6901 McKissock Avenue Redevelopment Area" dated June 26, 2012, (expanded September 25, 2012) consisting of a Title Page; a Table of Contents Page, seven (7) 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 6901 McKissock Avenue 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 June 26, 2012 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. 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.

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

In lieu of the ten (10) year abatement outlined above, any Redeveloper(s) which is an urban redevelopment corporation

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

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

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

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

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

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

ATTACHMENT "A"

**6901 McKISSOK AVE. REDEVELOPMENT AREA
LEGAL DESCRIPTION**

Parcel #1	C.B.4200 W FRONT OP C.B.3474 1.552 ACRES SURVEY 926 ADDN BOUNDED W – CHICAGO RI RR CO
Parcel #2	C.B. 3474 E & W MCKISSOCK O'FALLON ESTATE ADDN LOTS PTS 95, 96, 97 & 98 VAC STS BND N – BLOCK LINE 15.708 ACRES
Parcel #3	C.C. 3474 E W McKISSOCK

- 3.073 ACRES
O'FALLON ADDN PT OF LOTS 93-94
& PT VAC ST BND S 1395 FTN OF CARRIE
- Parcel #4 C.B. 3474 E & W McKISSOCK
2.770 ACRES
- Parcel #5 C.B. 3474 E & W McKISSOCK
0.776 ACRES
- Parcel #6 C.B. 3475 – E & W McKISSOCK
0.168 ACRES
- Parcel #7 4200 EA HUMBOLDT
5.409 ACRES
SURV 926 ADDN
BND E-BY NORFOLK & WESTERN RR

ATTACHMENT "B"
Form: 10/01/12

BLIGHTING STUDY AND PLAN
FOR THE
6901 McKISSOCK AVENUE REDEVELOPMENT AREA
PROJECT # 1658
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
June 26, 2012
Expanded September 25, 2012

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
6901 McKISSOCK AVE. REDEVELOPMENT AREA**

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EXHIBITS

"A"	LEGAL DESCRIPTION
"B"	PROJECT AREA PLAN - EXISTING USES AND CONDITIONS
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"D"	PROJECT AREA PLAN - ACQUISITION MAP
"E"	EQUAL OPPORTUNITY AND NON- DISCRIMINATION GUIDELINES
"F"	BLIGHTING REPORT

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 6901 McKissock Avenue Redevelopment Area ("Area") encompasses approximately 27.23 acres in the north Riverfront neighborhood of the City of St. Louis ("City") and is bound by W. 3rd Street on the east, McKissock Ave. on the west, Humboldt Avenue to the North and Carrie Avenue to the south.

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 3474 E & W and 4200 W & EA and includes the following addresses: 6401, 6501, 6601, 6701 & 7005 McKissock Ave., 400 Humboldt Ave., and 6900 W. 3rd Street. The Area is in fair to poor condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" "Blighting Report".

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 8.8% unemployment rate for the City for the month of April 2012. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently approximately 218 jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include industrial uses.

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 industrial uses.

Residential density for the surrounding neighborhoods is approximately 0.60 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "K" Unrestricted 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 99.300-99.300 *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 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 commercial uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are commercial uses permitted in zones designated "K" Unrestricted District by the City of St. Louis Zoning Code

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 2011) designated it as a Neighborhood Preservation Area (B/IPA).

3. PROPOSED ZONING

The zoning for the Area may remain "K" Unrestricted 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 2011). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall

contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement, and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THE AREA

Approximately 10 to 15 new permanent full time equivalent jobs are expected to be created in the Area is redeveloped in accordance with this Plan. The exact number of jobs created will depend upon the specific nature of the proposed redevelopment.

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. Urban Design Objectives

Enhance the existing industrial complex

b. Urban Design Regulations

Renovate and new construction shall respect the industrial design of existing

c. Landscaping

The Area shall be well-landscaped. Where feasible 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.

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.

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

C. PROPOSED SCHEDULE OF DEVELOPMENT

It is estimated that the implementation of this Plan will take place in a single phase initiated within approximately one (1) year of approval of this Plan by City ordinance and completed within approximately three (3) 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

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 the 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 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 redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the 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.

ATTACHMENT "A"

**6901 McKISSOK AVE. REDEVELOPMENT AREA
LEGAL DESCRIPTION**

Parcel #1	C.B.4200 W FRONT OP C.B.3474 1.552 ACRES SURVEY 926 ADDN BOUNDED W – CHICAGO RI RR CO
Parcel #2	C.B. 3474 E & W MCKISSOCK O’FALLON ESTATE ADDN LOTS PTS 95, 96, 97 & 98 VAC STS BND N – BLOCK LINE 15.708 ACRES
Parcel #3	C.C. 3474 E W McKISSOCK 3.073 ACRES O’FALLON ADDN PT OF LOTS 93-94 & PT VAC ST BND S 1395 FTN OF CARRIE

The subject property has _____ has not a predominance of defective or inadequate streets

If answer is yes, explain: Streets in area are not in good condition

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: Some of the redevelopment property is in poor condition

The subject property _____ has has not improper subdivision or absolute platting

If answer is yes, explain: _____

The subject property _____ has has not conditions which endanger life or property by fire or other cause.

If answer is yes, explain: _____

The 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: Because the property is not fully and functionally developed, it is not living up to its economic potential.

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 industrial complex is in need of updating – many structures are very old

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. If answer is yes, explain: The age and obsolescence of the structures contribute to the properties blighted status. In addition some of the site is undeveloped and in poor condition

Approved: November 13, 2012

ORDINANCE NO. 69290 – EXHIBITS B, C & D

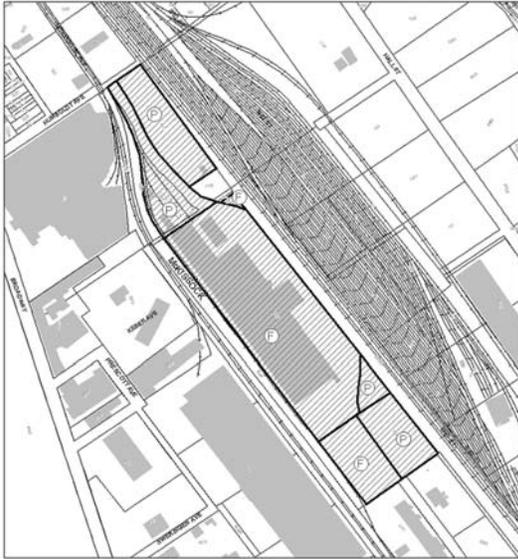


Exhibit B
Project Area Plan
 6901 McKissock Ave. Redevelopment Area
Existing Uses and Conditions

- Partially Occupied Industrial Use, Fair (F) to Poor (P)
- Project Area Boundary
- Buildings
- City Block Number

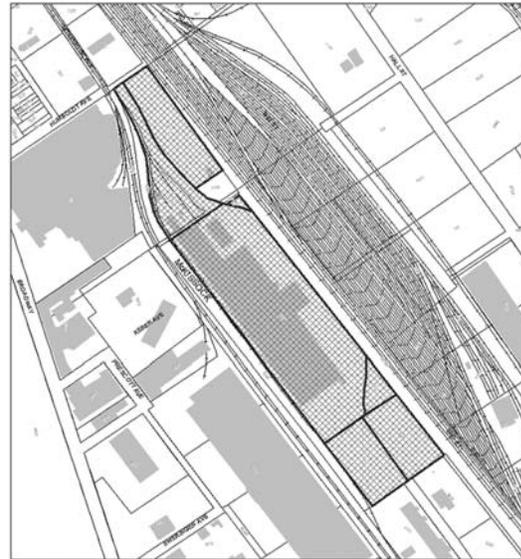


Exhibit C
Project Area Plan
 6901 McKissock Ave. Redevelopment Area
Proposed Land Uses

- Industrial Use
- Project Area Boundary
- Buildings
- City Block Number

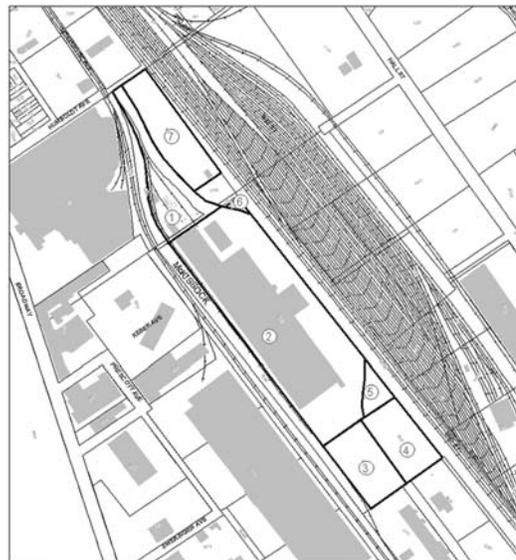


Exhibit D
Project Area Plan
 6901 McKissock Ave. Redevelopment Area
Project Acquisition Map

- Parcel Number
- Project Area Boundary
- Buildings
- City Block Number

- | | |
|-------------------|----------------------|
| 1. 7005 McKissock | 5. 6601 McKissock |
| 2. 6901 McKissock | 6. 6701 McKissock |
| 3. 6401 McKissock | 7. 400 Humboldt Ave. |
| 4. 6501 McKissock | |



ORDINANCE #69291
Board Bill No. 153
Committee Substitute

An ordinance pertaining to prostitution loitering; shall be codified as Section 15.34.040 of the Revised Code of the City of St. Louis and containing a penalty, severability and emergency clause.

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

SECTION ONE. The following new section shall be codified as Section 15.34.040 of the Revised Code of the City of St. Louis.

SECTION TWO. Definitions. As used in this Section, the following words and/or phrases shall have the meanings as set forth herein:

1. "Known prostitute or procurer" means a person who within one (1) year previous to the date of arrest for violation of this section, has within the knowledge of the arresting officer been convicted in St. Louis Municipal Court or a Missouri Circuit Court of an offense involving prostitution.

2. "Public place" is an area generally visible to public view and includes streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not), and buildings open to the general public including those which serve food or drink, or provide entertainment, and the doorways and entrances to buildings or dwellings and the grounds enclosing them.

SECTION THREE. A person is guilty of prostitution loitering if he or she remains in a public place and intentionally solicits, induces, entices, or procures another to commit prostitution.

SECTION FOUR. Among the circumstances which may be considered in determining whether the actor intends such prohibited conduct are that he or she:

1. Repeatedly beckons to, stops or attempts to stop, or engages passersby in conversation; or
2. Repeatedly stops or attempts to stop motor vehicle operators by hailing, waving of arms or any other bodily gesture; or
3. Circles an area in a motor vehicle and repeatedly beckons to, contacts, or attempts to stop pedestrians caught soliciting prostitution services; or
4. Is a known prostitute or procurer; or
5. Inquires whether a potential patron, procurer or prostitute is a police officer, searches for articles that would identify a police officer, or requests the touching or exposing of genitals or female breasts to prove that the person is not a police officer.

SECTION FIVE. Penalty Clause.

Any person guilty of a violation of this section may be diverted to an approved social service or probation agency and undergo counseling and/or rehabilitation services, as approved by the Court. Upon any subsequent conviction under this section, the penalty shall be a sentence of up to ninety (90) days in jail and up to a \$500 fine.

SECTION SIX. Severability Clause.

The provisions of this ordinance shall be severable. In the event that any provision of this ordinance is found by a court of competent jurisdiction to be unconstitutional, the remaining provisions of this ordinance are valid unless the court finds the valid provisions of this ordinance are so essentially and inseparably connected with, and so dependent upon, the void provision that it cannot be presumed that the Board of Aldermen would have enacted the valid provisions without the void ones or unless the Court finds that the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

SECTION SEVEN. 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 shall become effective immediately upon its passage and approval by the mayor.

Approved: November 16, 2012

ORDINANCE #69292
Board Bill No. 200

An ordinance renewing the Tower Grove South Concerned Citizens Special Business District pursuant to Sections 71.790 through 71.808 of the Revised Statutes of Missouri, setting its boundaries, tax rate, initial rate of levy subject to the approval of the qualified voters, bonding authority, and uses to which tax revenue may be put; creating a board of commissioners; and containing severability, effectiveness, and emergency clauses.

WHEREAS, the Tower Grove South Concerned Citizens Special Business District was established by the qualified voters residing within the boundaries of such district on November 4, 2008; and

WHEREAS, said public hearing, duly noticed, was held at 9:00 a.m. on October 30, 2012, by the 2012-13 Committee on Ways & Means of the Board of Aldermen; and

WHEREAS, this Board of Aldermen hereby finds that the renewal of the Tower Grove South Concerned Citizens Special Business District is in the best interest of the City of St. Louis and that the property owners and tenants of said area and the public in general will benefit by the establishment of said Special Business District and the increased level of services and improvements provided by the proposed additional tax revenues from said district; and

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

SECTION ONE. A Special Business District, to be known as the "Tower Grove South Concerned Citizens Special Business District" (hereinafter referred to as the "District"), is hereby renewed for the area of the City described as follows:

Beginning at the intersection of the center lines of Grand Boulevard and the McDonald Avenue and Utah Place east-west alleyway; thence westwardly along the centerline of said east-west alleyway to its intersection of the centerline of Roger Place; thence southwardly along the centerline of said place to the intersection of the centerline of Phillips Avenue; thence southwardly along the centerline of said avenue to the intersection of the centerline of Gravois Avenue; thence eastwardly along the centerline of said avenue to the intersection of the centerline of Grand Boulevard; thence northwardly along the boulevard to the point of its beginning.

SECTION TWO. Taxes for the District shall be assessed and collected as follows:

A. For the purpose of paying for costs and expenses incurred in the establishment and operation of the District, the provision of services and facilities and improvements authorized in Sections Five and Six of this ordinance, and incidental to the leasing, construction, acquisition and maintenance of any improvements authorized herein or for paying principal and interest on bonds or notes authorized for the construction or acquisition of any said improvement, there may be imposed a tax upon all real property within the District which shall not exceed sixty-eight cents (\$.68) on the one hundred dollars (\$100.00) assessed valuation, subject to the provisions of Section Nine. Such tax shall be imposed during the 2014, 2015, 2016, 2017 and 2018 tax years only subject to the renewal of such tax by the qualified voters of the District pursuant to the procedure set forth in Section 71.800 RSMo. (2000).

B. If the proposition submitted to the qualified voters residing in the District receives in its favor the votes of the majority of the qualified voters voting at the election conducted pursuant to Section Nine, the initial rate of levy which shall be imposed upon real property within the District shall be sixty-eight cents (\$.68) on the one hundred dollars (\$100.00) assessed valuation.

C. Real property subject to partial tax abatement under the provisions of Chapter 353, R.S.Mo., shall, for the purpose of assessment and collection of ad valorem real estate taxes levied under the District, be assessed and ad valorem real estate taxes shall be collected upon the same assessed value on which its ad valorem real estate taxes and payment in lieu of taxes are based in the Ordinance adopted by the City of St. Louis approving the development plan of any such corporation and authorizing tax abatement; provided, however, that the owners at such real property are strongly encouraged to make additional equitable, annual donations to the District in lieu of the additional District taxes.

D. The levy shall not be imposed upon real property exempt from ad valorem real estate taxes because of charitable, religious, educational or other public or private uses; provided, however, that the owners of such real property are strongly

encouraged to make equitable, annual donations to the District in lieu of District taxes.

E. The tax provided for by this ordinance shall be collected by the Collector of Revenue and held in a special account to be used only for all purposes authorized hereunder, as provided by law.

F. If the District for any reason is dissolved, all delinquent taxes collected after the date of dissolution shall be credited and forwarded to the general fund of the City of St. Louis after all debts of the District, if any, are discharged.

SECTION THREE. For the purposes of paying costs and expenses to be incurred in the acquisition, construction, improvement, expansion and/or maintenance of any facilities of the District, the District may incur indebtedness and issue bonds or notes for the payment thereof under the terms of, and subject to, the requirements set forth by law.

SECTION FOUR. There shall be a Board of Commissioners to administer the District. The Board of Commissioners shall be selected as follows:

A. Membership: The Board of Commissioners shall consist of seven (7) members, and shall be appointed by the Mayor with the advice and consent of the Board of Aldermen, of whom five (5) members shall be owners of real property within the District or their representatives and two (2) members shall be renters within the District or their representatives; provided, however, that no employee or elected official of the City of St. Louis shall be a member of the Board of Commissioners.

B. Term of Office: Each member of the Board of Commissioners shall serve for a four (4) year term (except as provided herein with respect to the initial members), with terms expiring as of December 31st of the designated year or when their successors are appointed as provided herein, whichever is later.

C. Initial Members and Terms: The initial members shall be appointed for the terms set forth as follows: one (1) member shall be appointed for a term expiring December 31, 2009; two (2) members shall be appointed for a term expiring December 31, 2010; two (2) members shall be appointed for a term expiring December 31, 2011; and two (2) members shall be appointed for a term expiring December 31, 2012.

D. Removal: The Mayor with approval of the Board of Aldermen may remove any member of the Board of Commissioners for misconduct or neglect of duty upon written charges and after a public hearing.

E. Vacancies: Vacancies on the Board of Commissioners, occasioned by removal, resignation, expiration of term, or otherwise, shall be reported in writing to the Mayor by the Board of Commissioners. The vacancy shall be filled in like manner as an original appointment no later than thirty (30) days after the date of said report to the Mayor. Appointments to fill vacancies shall be for the unexpired portion of a term only.

F. Compensation: The members of the Board of Commissioners shall serve without compensation of any kind.

SECTION FIVE. All District revenues collected hereunder by the Collector of Revenue, except for those revenues expended for the necessary costs of the establishment and administration of the District, and for collection fees for tax revenue collected hereunder, may be used to carry out any and all of the following improvements, services and activities of the District:

A. To provide special police and/or security facilities, equipment, vehicles and/or personnel for the protection and enjoyment of the property owners and the general public within the District;

B. To construct, install, improve and/or maintain useful, or necessary, or desired, security related improvements;

SECTION SIX. The District shall have all the powers necessary to carry out any and all activities and improvements authorized by law and may:

A. Cooperate with any public agencies and with any industry or business located within the District in the implementation of any project within the District;

B. Enter into any agreement with the City, any other public agency, any person, firm, or corporation to effect any of the provisions contained in Sections 71.790 through 71.808 R.S.Mo.;

C. Contract and be contracted with, sue and be sued and provide for insurance of all projects and property owned or managed by the District and for insurance covering all members of the Board of Commissioners and employees and agents of the

District, providing for coverage of such risks and with such limits as the Board of Commissioners may deem proper;

D. Accept gifts, grants, loans or contributions from the City, the United States of America, the State of Missouri, political subdivisions, foundations, other public or private agencies, individuals, partnerships, or corporations; and

E. Employ such managerial, engineering, legal, technical, clerical, accounting, and other assistance as the Board of Commissioners may deem advisable; the District may also contract with independent contractors for any such assistance.

SECTION SEVEN. A. Annual Budget. The Board of Commissioners shall file with the Board of Aldermen an annual budget for the District, which shall set forth the projected revenues and expenditures for the ensuing year, not later than the first day of November each year; provided, however, that no such proposed annual budget shall be filed with the Board of Aldermen until after the date the Board of Commissioners conducts a public hearing within the District on any such proposed annual budget. Notice of any such public hearing shall be published at least ten (10) days prior to the hearing in a daily, twice-weekly, weekly or bi-weekly newspaper of general circulation within the District; and provided further, that in addition to showing the time, date and place of the hearing, the notice shall also show the complete proposed annual budget. The Board of Commissioners shall not expend any funds collected by the Collector of Revenue inconsistent with or until an annual budget for the expenditure of such funds is approved by the Board of Aldermen by Resolution. If the Board of Aldermen does not act on said budget by Resolution within thirty (30) days of its filing, said budget will presume to have been approved by the Board of Aldermen.

B. Annual Report. The Board of Commissioners shall also file an annual report with the Board of Aldermen, which shall set forth the programs, revenues and expenditures of the District for the previous calendar year, not later than the first day of March each year.

SECTION EIGHT. The City shall not decrease the level of municipally funded services in the District existing prior to the creation of the District, unless the services at the same time are decreased throughout the City, nor shall the City discriminate in the provision of new municipally funded services between areas included in the District and areas not so included.

SECTION NINE. The tax levy authorized in Section Two shall not be effective unless and until the following proposition, submitted to the qualified voters residing in the District at a special election in the District to be held on November 4, 2008, shall receive in its favor the votes of the majority of the qualified voters voting at said election for or against said proposition. Said proposition shall be in substantially the following form:

OFFICIAL BALLOT

Shall a tax not to exceed sixty-eight cents (\$.68) per \$100.00 valuation be imposed for the tax years, 2014, 2015, 2016, 2017 and 2018 on all real property located in the Tower Grove South Concerned Citizens Special Business District as defined in Ordinance No._____, approved _____, (Board Bill No. --) for the purposes as set forth in said Ordinance?

___ YES

___ NO

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

SECTION ELEVEN: This being an ordinance for the immediate preservation of public peace, health and safety, it is 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 upon its passage and approval by the Mayor.

Approved: November 20, 2012

**ORDINANCE #69293
Board Bill No. 201**

An ordinance submitting to the qualified voters residing in the Tower Grove South Concerned Citizens Special Business District Special Business District as designated in Ordinance No._____, approved _____ a proposal to renew and continue the levy a tax on the real property located in said district; submitting said proposal to the voters of said district at an Election

on March 5, 2013; and containing an emergency clause.

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

SECTION ONE. The following proposition is hereby submitted to the qualified voters residing in the Tower Grove South Concerned Citizens Special Business District Special Business District, as designated in Ordinance No. _____, approved _____ and shall be voted upon at the election to be held as hereinafter provided. The proposition shall read substantially in words and figures as follows:

Shall a tax not to exceed sixty-eight cents (\$.68) per \$100.00 valuation be imposed for the tax years 2014, 2015, 2016, 2017 and 2018 on all real property located in the Tower Grove South Concerned Citizens Special Business District as defined in Ordinance No. _____, approved _____ for the purposes as set forth in said Ordinance?

SECTION TWO. The foregoing proposition shall be submitted to qualified voters residing in the Tower Grove South Concerned Citizens Special Business District at a special election in said District to be held on Tuesday, March 5, 2013. If the proposition shall receive in its favor the votes of the majority of the qualified voters voting at said election for or against said proposition, the tax as set forth within said proposition shall be authorized and adopted and become part of the laws of the City of St. Louis from the date of said election. The qualified voters may, at such election, vote a ballot substantially in the following form:

OFFICIAL BALLOT

Shall a tax not to exceed sixty-eight cents (\$.68) per \$100.00 valuation be imposed for the tax years 2014, 2015, 2016, 2017 and 2018 on all real property located in the Tower Grove South Concerned Citizens Special Business District as defined in Ordinance No. _____, approved _____ for the purposes as set forth in said Ordinance?

_____ YES

_____ NO

SECTION THREE. Notice of the election on such proposition shall be published and said election shall be conducted in the manner provided by law.

SECTION FOUR. Immediately upon the passage and approval of this Ordinance, the City Register shall certify a copy thereof to the Board of Election Commissioners for the City of St. Louis for action and proceedings by said Board in accordance herewith and as required by law.

SECTION FIVE. This being an ordinance calling and providing for an election and vote by the people and fixing a tax rate, it is declared to be an emergency measure as defined by Article IV, Sections 19 and 20 of the Charter of the City of St. Louis and shall take effect and be in force from and after its adoption and approval by the Mayor.

Approved: November 20, 2012

**ORDINANCE #69294
Board Bill No. 191**

An ordinance pertaining to the Eastern Star Missionary Baptist Church, located at 3117 St. Louis Avenue (the Property) having as subject matter the designation of the Property as a City of St. Louis Landmark, containing definitions, design standards, a severability clause and an emergency clause.

The Board of Aldermen hereby declares as follows:

WHEREAS, the Property is important in the City of St. Louis because it is associated with two prominent congregations and 2012 marks the centennial of the church, which has been part of the City’s social and religious fabric for one hundred years; and

WHEREAS, the Property is a fine example of the architectural, religious and cultural development of the City and is a prominent element in the St. Louis Avenue streetscape and the Lindell Park are of the Jeff – Vander – Lou neighborhood; and

WHEREAS, the City wishes to protect the design and physical integrity of the Property; and

WHEREAS, the City of St. Louis Preservation Board of the Planning and Urban Design Agency was created to protect the design and physical integrity of sites and districts within the City limits; and

WHEREAS, the Planning Commission and the Board of Public Service have reviewed the proposed landmark designation and standards and have found that it 1) is in conformity with the City's Strategic Land Use Plan and 2) will have a positive impact on the physical development of the city; and the Preservation Board has approved the petition and recommended that a designation bill be prepared.

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

SECTION ONE. Definitions:

BALCONY

An elevated platform surrounded by a railing that projects from an exterior or interior building wall.

CAPITAL

The cap or crown to a column, usually heavily decorated.

CHARACTER-DEFINING FEATURE

Those elements of a property that strongly convey its architectural style and/or history.

CITY LANDMARK

Any site or sites designated for protection from alteration or demolition by the City of St. Louis Board of Aldermen. A City Landmark cannot be altered in design or construction, and demolition of the property cannot occur without the permission of the City of St. Louis Preservation Board or its successor agencies.

COLUMNS

A supporting pillar consisting of a base, a cylindrical shaft, and a capital.

GLAZING

Panes or sheets of glass set or made to be set in frames, as in windows, doors or mirrors.

GOTHIC-STYLE SCREEN

An upright partition behind the altar in a church which uses Gothic architectural elements to depict religious symbols or images.

MASONRY

Masonry is the family of building techniques which use stone, brick, ceramic, or concrete block units, usually separated by mortar beds and joints.

MASSING

Term used to describe the visual displacement of space based on the building's height, width and depth; the 3 dimensional impact of a structure.

NARTHEX

A rectangular entrance hall between the porch and the nave (sanctuary) of the church.

PILASTER

An engaged pier or pillar, with a capital and base, projecting only slightly from a wall. It can be used as a support or as a decorative feature.

PORCELAIN TILE

Ceramic (clay) tiles, glazed or unglazed, with a low water absorption rate.

RELIGIOUS ICONOGRAPHY

The traditional or conventional images or symbols associated with a religious subject.

ROSETTE

A rose-shaped decoration.

SANCTUARY

The area of worship in a Protestant church.

SCALE

Term used to describe the perceived size of a building relative to the height and width of adjacent structures. Also the perceived size of an element of a building relative to known architectural elements; for example, the size of a door relative to a window.

SECONDARY

Second or inferior in importance.

STAINED GLASS

Glass colored or stained by fusing with metallic oxides for decorative applications, as in windows.

VAULTED CEILING

A curved, self-supporting ceiling that covers a space between two walls and rests on pillars.

WROUGHT IRON

Term used to describe a method of manufacturing iron parts or certain building elements. The iron is heated in a forge and shaped while soft, either by bending or hammering. Fences and gates often incorporate wrought iron elements.

SECTION TWO. USE, REHABILITATION AND NEW CONSTRUCTION STANDARDS

These standards are the National Park Service's Secretary of Interior's Standards for Rehabilitation supplemented with guidance that reflects the conditions found at this property.

The historic components of the property include the church and the sexton's residence extending from the north end of the eastern elevation of the church, although the latter is a secondary component.

Character-defining features and aspects of the property addressed by these standards are those that strongly convey its architectural style and history. When these components of an historic property are altered, the building or structure can no longer convey its association with the past. Character-defining features vary from property to property, but generally include original building materials, decorative architectural elements, and features such as doors and windows. Character-defining features are likely to be located on the façade and other portions of the property visible from the street.

Standard #1. The property shall be used for its historic purpose or be placed in a new use that requires minimal change

to the defining characteristics of the building and its site and environment.

Standard #2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

Façade and building exterior:

All character-defining aspects of the exterior of the church shall be maintained in place and not be altered through removal, paint, covering with other materials, or other physical changes.

Features and materials that must be replaced periodically, such as roofing, shall be the same as the historic or existing, or an appropriate replacement.

Windows and their glazing are important character-defining features of the church and shall not be blocked or be filled with sash that does not replicate the original sash, or is not an appropriate alternative for a one-of-a-kind window that cannot be replicated.

Original and historic exterior doors shall be kept in use and protected with stain or paint.

Porcelain tile on the porch floors shall be kept.

Interior:

The historic architectural character of the interior of the narthex and sanctuary are established by these elements that shall not be significantly altered:

the stained glass windows;

the vaulted ceilings, their plaster ornament and rosettes;

the plaster capitals of columns and pilasters;

the Gothic-style wood screen at the front of the church;

the choir balcony and the rear balcony;

the wood staircases to the balconies; and

the porcelain tile on the floor of the narthex.

Other interior areas of the church and sexton's residence have character-defining features and the church shall take this into consideration as it makes changes as to those spaces.

Landscaping:

The general extent and type of landscaping of the church property, that includes a parking lot to the east set back from St. Louis Avenue, shall be maintained.

Signs:

Any signs applied to the building or installed on the grounds shall be compatible with the historic architectural character of the property. The following types of signs are not compatible:

Roof-top signs, billboards, flashing or animated signs, signs with changing text, back-lighted signs, wall signs above the side wall window sills, large projecting signs that block windows, and loudspeaker music or speed for advertising purposes.

Standard #3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

The Eastern Star Missionary Baptist Church and subsequent congregations, if any, may add discreet features that relate to its identification, worship practices, and religious iconography. Such new elements shall appear appropriate in material, scale, and overall feeling for the existing building.

Standard #4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

At the time of designation, there are no components of the property that have acquired significance. The current and subsequent owners of this church property are not required to restore it to any condition that existed prior to landmark designation.

Standard #5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

The masonry exterior materials – stone and brick – shall be maintained in good condition. The masonry will not be painted or changed in any way that changes its visual character.

Standard #6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

The windows and doors of the church are important historic character-defining features. If they deteriorate to the point of needing replacement, replacement units shall be carefully selected to replicate the design and other attributes of the historic elements.

Standard #7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

The masonry materials of the exterior shall not be sandblasted or cleaned with harsh chemicals. Any cleaning project shall be approved by the Cultural Resources Office.

Standard #8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

The property owners shall consult with the Cultural Resources Office before undertaking a project that would include below-grade disturbance.

Standard #9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

Any new construction shall be compatible with the church and residence on the property in terms of materials and shall be secondary to the church in terms of size, scale, height, and architectural prominence. All plans for new construction shall be reviewed by the Cultural Resources Office.

Standard #10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

SECTION FIVE. 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 shall become effective immediately upon its passage and approval by the mayor.

Approved: November 21, 2012

ORDINANCE #69295 Board Bill No. 206

An ordinance repealing Ordinance 68999 and in lieu thereof enacting a new ordinance prohibiting the issuance of any

package or drink liquor licenses for any currently non-licensed premises within the boundaries of the Nineteenth Ward Liquor Control District, as established herein, for a period of three years from the effective date hereof; containing exceptions and allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances, the issuance of a drink license to non-profit corporations at currently non-licensed premises, and the issuance of a drink license to persons operating a restaurant at a previously non-licensed premises and containing an emergency clause.

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

SECTION ONE. Ordinance number 68999 is hereby repealed and in lieu thereof the following provisions are enacted:

SECTION TWO. The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new liquor licenses within the area beginning at the point of intersection of S Vandeventer Ave and I-44, and proceeding northerly along S Vandeventer Ave to Tower Grove Ave, and proceeding southerly along Tower Grove Ave to Folsom Ave, and proceeding easterly along Folsom Ave to Klemm St, and proceeding southerly along Klemm St to McRee Ave, and proceeding easterly along McRee Ave to Lawrence St, and proceeding northerly along Lawrence St to Folsom Ave, and proceeding easterly along Folsom Ave to S 39th St, and proceeding northerly along S 39th St to Park Ave, and proceeding easterly along Park Ave to S Grand Blvd, and proceeding northerly along S Grand Blvd to Norfolk and Western Rlwy, and proceeding westerly along Norfolk and Western Rlwy to Prospect Ave, and proceeding northerly along Prospect Ave to Forest Park Blvd, and proceeding easterly along Forest Park Blvd to S Grand Blvd, and proceeding northerly along S Grand Blvd to Laclede Ave, and proceeding westerly along Laclede Ave to N Spring Ave, and proceeding northerly along N Spring Ave to east/west alleyway between Westminster Pl and Olive St, and proceeding westerly along such alleyway to N Vandeventer Ave, and proceeding northerly along N Vandeventer Ave to Bell Ave, and proceeding easterly along Bell Ave to N Spring Ave, and proceeding northerly along N Spring Ave to Aldine Ave, and proceeding easterly on Aldine Ave to N Grand Blvd, and proceeding southerly along N Grand Blvd to Cass Ave, and proceeding easterly on Cass Ave to Bacon St, and proceeding northerly along Bacon St to N Market St, and proceeding easterly along N Market St to Laflin St, and proceeding southerly along Laflin St to Magazine St, and proceeding easterly along Magazine St to Glasgow Ave, and proceeding southerly along Glasgow Ave to Cass Ave, and proceeding westerly along Cass Ave to N Garrison Ave, and proceeding southerly along N Garrison Ave to Dayton St, and proceeding easterly along Dayton St to Glasgow Ave, and proceeding southerly on Glasgow Ave to Stoddard St, and proceeding easterly along Stoddard St to N Leffingwell Ave, and proceeding southerly along N Leffingwell to Mills St, and proceeding easterly along Mills St to Elliott Ave and proceeding southerly along Elliott Ave to Cole St, and proceeding westerly along Cole St to Dr. Martin Luther King Dr, and proceeding easterly along Dr Martin Luther King Dr to N Beaumont St, and proceeding southerly on N Beaumont St to Delmar Blvd, and proceeding easterly along Delmar Blvd to N Jefferson Ave, and northerly along N Jefferson Ave to Dr. Martin Luther King Dr, and proceeding easterly along Dr Martin Luther King Dr to N 18th St, and proceeding southerly along N 18th St to Washington Ave, and proceeding easterly along Washington Ave to N 17th St, and proceeding southerly along N 17th St to St Charles St, and proceeding westerly along St Charles St to N 17th St, and proceeding southerly along N 17th St to Locust St, and proceeding westerly along Locust St to N 18th St, and proceeding southerly along N 18th St to Pine St, and proceeding westerly along Pine St to N 20th St, and proceeding northerly along N 20th St to Locust St, and proceeding westerly along Locust St to N 21st St, and proceeding northerly along N 21st to Washington Ave, and proceeding westerly along Washington Ave to N Leffingwell Ave, and proceeding southerly along N Leffingwell Ave to Locust St, and proceeding westerly along Locust St to a north/south alleyway between N Leffingwell Ave and TE Huntley Ave, and proceeding southerly along such alleyway to Olive St, and proceeding westerly along Olive St to north/south alleyway between Ewing and Compton, and proceeding southerly along such alleyway to Laclede Ave, and proceeding westerly along Laclede Ave to S Compton Ave, and proceeding southerly along S Compton Ave to Chouteau Ave, and proceeding westerly along Chouteau Ave to S Compton Ave, and proceeding southerly along S Compton Ave to LaSalle St, and proceeding easterly along LaSalle St to S Cardinal Ave, and proceeding southerly along S Cardinal Ave to Park Ave, and proceeding westerly along Park Ave to Michigan Ave, and proceeding northerly along Michigan Ave to an east/west alleyway, and proceeding westerly to S Compton Ave, and proceeding southerly along S Compton Ave to Lafayette Ave, and proceeding easterly along Lafayette Ave to Nebraska Ave, and proceeding southerly along Nebraska Ave to Allen Ave, and proceeding westerly along Allen Ave to S Compton Ave, and proceeding northerly along S Compton Ave to I-44, and proceeding westerly along I-44 to S Grand Blvd, and proceeding southerly along S Grand Blvd to Detonty St, and proceeding westerly along Detonty St to S Spring Ave, and proceeding southerly along S Spring Ave to Shaw Blvd, and proceeding westerly along Shaw Blvd to S 39th St, and proceeding northerly along S 39th St to I-44, and proceeding westerly along I-44 to the point of beginning. Such area shall be known as the Nineteenth Ward Liquor Control District.

SECTION THREE. The Excise Commissioner shall not, for a period of three years, beginning as of the effective date of this Ordinance, approve the issuance of a package liquor license for any premises which is located within the boundaries of the Nineteenth Ward Liquor Control District established in Section Two of this ordinance.

SECTION FOUR. Notwithstanding the provisions of Section Two of this Ordinance, the Excise Commissioner shall have authority to:

(1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of subsection (B) of section 14.06.330 of Ordinance 68536; and

(2) Issue a drink license for premises, not licensed as of the effective date of this Ordinance, which currently is or will be, upon opening, operated as a restaurant, as such term is defined in section 14.01.390 of Ordinance 68536; and

(3) Issue a drink license for premises, not licensed as of the effective date of this Ordinance, which currently is or will be operated by a Missouri not for profit corporation which is qualified as an exempt organization under Section 501 (c) (3) of the United States Internal Revenue Code; and

(4) Approve the renewal of an existing license under the provisions of Section 14.08.090 of Ordinance 68536.

SECTION FIVE. 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: November 21, 2012

ORDINANCE #69296
Board Bill No. 190

An ordinance approving a blighting study and redevelopment plan dated September 25, 2012 for the 2710-16 Lafayette Ave. 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, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, inadequate or outmoded design and conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area and such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, this Board has considered the "Blighting Study and Redevelopment Plan for the 2710-16 Lafayette Ave. Redevelopment Area" dated September 25, 2012, consisting of a Title Page; a Table of Contents Page, eight (8) numbered pages plus 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 2710-16 Lafayette Ave. 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 25, 2012 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"

**2710-16 LAFAYETTE AVE. REDEVELOPMENT AREA
LEGAL DESCRIPTION**

CB 1317 LAFAYETTE AVE
288 FT X 128 FT
ST LOUIS COMMONS ADDN
LOTS 32 THRU 43
BTO SEE 1317-00-04001

**ATTACHMENT "B"
Form: 10/01/12**

BLIGHTING STUDY AND PLAN
FOR THE
LAFAYETTE AVE. REDEVELOPMENT AREA
PROJECT # 1681
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
September 25, 2012

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
2710-16 LAFAYETTE AVE. REDEVELOPMENT AREA**

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- "F" BLIGHTING REPORT

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 2710-16 Lafayette Ave. Redevelopment Area ("Area") encompasses approximately 0.75 acres in the Gate District East neighborhood of the City of St. Louis ("City") and is located on the south side of Lafayette Ave between Ohio Ave and Iowa Ave.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises one parcel of City Block 1317 Area and is in poor condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" "Blighting Report".

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 10.6% unemployment rate for the City for the month of July 2012. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently approximately 5 jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include commercial properties.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 8.27 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

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 99.300-99.715 *et seq.* RSMo, as amended (the "Land Clearance for Redevelopment Authority Law") as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary 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 "G" Local Commercial and Office District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall 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 2011) designated it as a Neighborhood Preservation Area (NPA).

3. PROPOSED ZONING

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

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2011). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement, and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THE AREA

Approximately 8 to 15 new permanent full time equivalent jobs are expected to be created in the Area is redeveloped in accordance with this Plan. The exact number of jobs created will depend upon the specific nature of the proposed redevelopment.

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. Urban Design Objectives

Renovate the structures to be consistent with their original façade.

b. Urban Design Regulations

Renovate so that the windows or doors are consistent with the original of the façade.

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.

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 (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity. Three percent (3%) of the interior of all parking lots containing more than twenty-five (25) spaces shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. The 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 REGULATION

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 name 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 on 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 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 in the size of the awning), which names or brand copy shall be in proportion to the size of the awning, but in no case shall lettering be more than twenty inches (12") high.

Painted wall signs, roof signs, pole signs, monument signs, moving signs, animated or flashing signs, or permanent or portable message board sign shall not be permitted in the Area, and no regular or mini billboards (free standing on 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 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 developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, general welfare, efficiency and economy of the

City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

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

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

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

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

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

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

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 the (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 the 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 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 redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the 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"

**2710-16 LAFAYETTE AVE. REDEVELOPMENT AREA
LEGAL DESCRIPTION**

CB 1317 LAFAYETTE AVE
288 FT X 128 FT
ST LOUIS COMMONS ADDN
LOTS 32 THRU 43
BTO SEE 1317-00-04001

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 2710-16 LAFAYETTE AVE. 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 residential
_____ occupied commercial

Subject Property is: _____ X _____ secured _____ unsecured

The subject property _____ has _____ X _____ 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 _____ X _____ has _____ has not deterioration of site conditions
If answer is yes, explain: The sidewalks and parking areas are in poor condition

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

The subject property _____ X _____ has _____ has not conditions which endanger life or property by fire or other cause. If answer is yes, explain: Structure in poor condition

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

The subject property _____ X _____ does _____ does not constitute an economic liability
If answer is yes, explain: Structure cannot be fully used in current condition

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

The subject property _____ X _____ is _____ is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: See above

The subject property _____ X _____ is _____ is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: See above.

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

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

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

The subject property _____X_____ has _____ has not conditions which endanger life or property by fire and other causes. If answer is yes, explain: See above.

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

Approved: November 26, 2012

ORDINANCE NO. 69296 - EXHIBITS B, C & D



Exhibit B
Project Area Plan
2710-17 Lafayette Redevelopment Area
Existing Uses and Conditions
Un-occupied Commercial Use, Poor Condition
Project Area Boundary
Buildings
City Block Number



Exhibit C
Project Area Plan
2710-17 Lafayette Redevelopment Area
Proposed Uses
Commercial Use
Project Area Boundary
Buildings
City Block Number



Exhibit D
Project Area Plan
2710-17 Lafayette Redevelopment Area
Project Acquisition Map
Parcel Number
Project Area Boundary
Buildings
City Block Number



ORDINANCE #69297
Board Bill No. 51
Committee Substitute

An ordinance amending Ordinance #64592 approved February 17, 1999, by modifying terms of the real estate tax abatement for the 3952-58 South Grand Avenue in the Gravois/South Grand/Meramec Redevelopment Area authorized by Ordinance #64592.

WHEREAS, Ordinance #64592 approved an amended Redevelopment Plan for the Gravois/South Grand/Meramec Redevelopment Area ("Area") after affirming that the area was blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive).

WHEREAS, the second paragraph of Section Fourteen of Ordinance #64592 provides that "if property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have title of such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property."

WHEREAS, many properties in the Area have been redeveloped, including the property at 3952-58 South Grand Avenue, but after the completion of 3952-58 South Grand Avenue in 2006, tax abatement was not implemented and it has been determined that in order to properly implement tax abatement it must be based on the 2006 "pre-development" assessed value of the property rather than the assessed value "during the calendar year preceding the calendar year" during which tax abatement is initiated.

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

SECTION ONE. The second paragraph of Section Fourteen of Ordinance #64592 is hereby amended to read as follows:

If the property in the area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, as if January 1, of the preceding year. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall title of such property except for the parcel of property located at 3952-58 South Grand Avenue, for which the payment in lieu of taxes shall be based on the assessment as of January 1, 2006 provided that improvements made to the façade of such property shall not include bars on any windows or doors and be approved by the Cultural Resources Office of the City's Planning and Urban Design Agency. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements thereon, during the calendar year preceding the calendar year during which such corporation shall title of such property except for the parcel of property located at 3952-58 South Grand Avenue, for which the payment in lieu of taxes shall be based on the assessment as of January 1, 2006.

SECTION TWO. Section F of the attached "Blighting Study and Plan for the Gravois/South Grand/Meramec Redevelopment Area" (the "Plan") approved by Ordinance 64592 is hereby deleted and replace with the following:

SECTION FOURTEEN. The Redeveloper may seek ten (10) year tax abatement pursuant to Sections 99.700-99.715, Revised Statutes of Missouri, 2000, as amended, upon application as provided therein.

In lieu of the ten (10) year abatement outlined above, a Redeveloper 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 for a total of up to ten (10) years from the commencement of such tax abatement, in

accordance with the following provisions:

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 the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, as of January 1, of the preceding year. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property except for the parcel of property located at 3952-58 South Grand Avenue, for which the payment in lieu of taxes shall be based on the assessment as of January 1, 2006 provided that improvements made to the façade of such property shall not include bars on any windows or doors and be approved by the Cultural Resources Office of the City's Planning and Urban Design Agency. If property shall be tax- exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property except for the parcel of property located at 3952-58 South Grand Avenue, for which the payment in lieu of taxes shall be based on the assessment as of January 1, 2006..

All payments in lieu of taxes shall be a lien upon the 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 redevelopment corporations, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

SECTION THREE. All other sections of Ordinance #64592 and all other sections of the Plan shall remain the same as approved on February 17, 1999.

Approved: November 27, 2012

ORDINANCE #69298
Board Bill No. 73

An Ordinance authorizing the execution of an Intergovernmental Cooperation Agreement between the City and The Chouteau Crossing Community Improvement District prescribing the form and details of said Agreement; making certain findings with respect thereto; authorizing certain other actions of City officials; 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, Mo. Rev. Stat. 67.1400 et seq. (the "CID Act") authorized property owners with the approval of the City of St. Louis to establish Community Improvement Districts; and

WHEREAS, the property owners filed a petition with the City of St. Louis signed by the authorized representatives of the owners of more than fifty percent by assessed value and per capita of the property located within the Chouteau Crossing Community Improvement District; and

WHEREAS, the Register of the City of St. Louis did review and determine that the Petition substantially complied with the CID Act; and

WHEREAS, after duly noticed public hearing, the Board of Aldermen approved Ordinance 68439, establishing the Chouteau Crossing Community Improvement District; and

WHEREAS, the CID intends to undertake certain improvements within the District, as specified in the CID petition (the "CID Project") and

WHEREAS, the City has approved the use of Tax Increment Financing in the area where the CID exists; and

WHEREAS, the City intends to enter into that certain Intergovernmental Cooperation Agreement (the "CID Agreement")

in the form attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the CID Agreement are acceptable and that the execution thereof, and deliverance and performance by the City and the CID of their respective obligations therein are in the best interests of the City and the health, safety, morale and welfare of its residents; and

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

SECTION ONE. The Board of Aldermen hereby approves the CID Projects submitted to the City.

SECTION TWO. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the CID Agreement with the CID in order to implement the CID Projects, and that the CID Projects are part of the Redevelopment Project being undertaken under the Redevelopment Plan.

SECTION THREE. 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 CID Agreement by and between the City and the CID in similar form to that attached hereto as Exhibit A, and the City Register is hereby authorized and directed to attest to the CID Agreement and to affix the seal of the City thereto. The Agreement shall be in substantially the form attached, 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.

SECTION FOUR. The Mayor and Comptroller of the City or his or her 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 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 or Comptroller or his or her designated representatives.

SECTION FIVE. The Mayor and 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 or Comptroller or their designated representatives.

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

EXHIBIT A – CID AGREEMENT

**INTERGOVERNMENTAL COOPERATION AGREEMENT
between the
CITY OF ST. LOUIS, MISSOURI,
and
THE CHOUTEAU CROSSING COMMUNITY IMPROVEMENT DISTRICT**

Dated as of: _____, 2012

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this "Agreement") is entered into as of _____, 2012, by and between the **CITY OF ST. LOUIS, MISSOURI** (the "City"), a political subdivision of the State of Missouri, and **THE CHOUTEAU CROSSING COMMUNITY IMPROVEMENT DISTRICT** (the "District"), a political subdivision of the State of Missouri.

RECITALS

WHEREAS, the City of St. Louis, Missouri (the "City"), is a body corporate and 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;

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865, Revised Statutes of Missouri, (the "Act" or the "TIF Act"), authorizes the City to undertake redevelopment projects within designated areas of the City;

WHEREAS, the Missouri Community Improvement District Act, Sections 67.1400 et seq., Revised Statutes of Missouri, (the "CID Act"), authorizes the creation of a district to fund, promote, plan, design, construct, improve, maintain and operate projects to remediate blight, and otherwise benefit the redevelopment area, as provided for by the CID Act;

WHEREAS, on September 23, 2008, the developer submitted to the City a redevelopment plan (the "Redevelopment Plan") for the Redevelopment Area, as described in Redevelopment Plan;

WHEREAS, pursuant to the Redevelopment Agreement, the City and developer contemplated that a community improvement district would be created for the purpose of providing tax revenues to fund the construction and implementation of certain community improvement district projects, as that term is defined in the "CID Act", that are to be constructed and implemented under the Redevelopment Plan;

WHEREAS, on November 7, 2008 following a public hearing held on that date, in accordance with the TIF Act, the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission") adopted a resolution approving the redevelopment plan known as the Chouteau Crossing Redevelopment Plan (the "Redevelopment Plan") and recommending that the Board of Aldermen: (1) approve the Redevelopment Plan; and (2) approve and designate the Redevelopment Area as a "redevelopment area" as provided in the TIF Act;

WHEREAS, after due consideration of the TIF Commission's recommendations, the City adopted: (1) Ordinance No. 68277 designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, and approving the redevelopment project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund; and (2) Ordinance No. 68278 authorizing the City to enter into a redevelopment agreement with developer;

WHEREAS, the property owners in the vicinity of Chouteau and Compton Avenues filed a petition for the formation of the community improvement district (the "CID Petition") with the City of St. Louis, Missouri;

WHEREAS, the CID Petition identified certain projects to be undertaken by the District (the "CID Projects");

WHEREAS, the City approved Ordinance No. 68439, which, among other things, established the District as a political subdivision pursuant to and in accordance with the CID Act;

WHEREAS, the District has imposed a community improvement district sales tax at a rate of one percent (1%) (the "CID Sales Tax") pursuant to the CID Act for the purpose of providing funds to finance the costs of the CID Projects or to pay Debt Service on TIF Obligations issued by the City;

WHEREAS, pursuant to the Redevelopment Plan and Redevelopment Agreement, the a portion of the costs of the Redevelopment Project will be financed by utilizing tax increment allocation financing in accordance with the Act, and by applying the CID Sales Tax to the payment of any TIF Obligations issued by the City;

WHEREAS, the City and the District desire to enter into this Intergovernmental Cooperation Agreement, whereby (a) the District, having caused the construction of the CID Projects, will remit to the City the proceeds of the CID Sales Tax as necessary to repay the TIF Obligation, and (b) the City will agree to accept and deposit the proceeds of the CID Sales Tax into the CID Account within the Chouteau Crossing Special Allocation Fund, applying same to the TIF Obligation issued by the City; and

WHEREAS, this Agreement promotes and protects the health, safety, morals, and welfare of the public by allowing the District's revenues to be used to reduce the amount of TIF Revenues necessary to finance the Redevelopment Project, thereby alleviating the impact of the Redevelopment Area on the tax revenues of the City and the other taxing jurisdictions.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I.**Section 1.1** Definitions of Words and Terms.

The words and terms as used in this Agreement shall have the same meaning as provided in the Redevelopment Agreement unless a different meaning is specifically provided below:

“*Agreement*” means this Intergovernmental Cooperation Agreement, as from time to time amended in accordance with its terms.

“*Approving Ordinance*” means Ordinance 68278, as may be amended, adopted by the City, approving the Redevelopment Plan.

“*Authorizing Ordinance*” means Ordinance 68277, as may be amended, adopted by the City, authorizing the Redevelopment Agreement.

“*Available CID Revenue*” means all proceeds of the CID Sales Tax imposed by the District, after deducting (a) the Collection Fee, (b) that portion of the CID Revenue that constitutes EATs (as that term is defined in the Redevelopment Agreement) and (c) the CID Administrative Costs.

“*CID Act*” means the Missouri Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

“*CID Administrative Costs*” means an amount not to exceed \$10,000 annually to be applied by the District to overhead expenses of the District for administration, supervision and inspection incurred in connection with the CID Projects.

“*CID Projects*” means (i) remediation of blighting conditions within the boundaries of the CID, (ii) public improvements completed within the CID, or (iii) any community improvement project approved by the CID for any area benefiting the Redevelopment Area and in accordance with the CID Act and constituting a portion of the Work.

“*CID Project Costs*” means all costs necessary or incidental to plan, acquire, finance, develop, design and construct the CID Projects, including without limitation: (a) costs of all estimates, studies, surveys, plans, drawings, reports, tests, specifications and other preliminary investigations of architects, appraisers, surveyors and engineers; (b) all professional service costs, including without limitation architectural, engineering, legal, environmental, financial, planning or special services incurred; (c) costs of acquisition of right-of-way; (d) costs of demolition of buildings, environmental remediation and the clearing and grading of land; (e) costs of construction; and (f) CID Administrative Costs, including without limitation reimbursement to the District or those acting for the District for any of the above enumerated costs and expenses incurred and/or paid before execution of this Agreement.

“*CID Sales Tax*” means the community improvement district sales tax authorized by the CID Act and imposed by the District at a rate of one percent (1%) as authorized by the District’s board of directors and approved by the qualified voters of the District in accordance with the CID Act, this Agreement and the Redevelopment Agreement.

“*CID Revenues*” means revenues of the CID created in accordance with the CID Act.

“*City*” means the City of St. Louis, Missouri, a municipal corporation of the State of Missouri, including without limitation, in its capacity as a “local community improvement authority” within the meaning of the CID Act.

“*Collection Fee*” means an amount charged by the Missouri Department of Revenue for the collection of the CID Sales Tax.

“*District*” or “*CID*” means Chouteau Crossing Community Improvement District, a political subdivision of the State of Missouri upon approval of Ordinance 68439, pursuant to and in accordance with the CID Act.

“*Debt Service*” means principal and interest payments, rebate (if any), and Trustee and monitoring fees associated with the portion of the CID Obligations related to the CID Projects.

“*EATS Account*” means the Economic Activity Tax Account in the Special Allocation Fund.

“*Economic Activity Taxes*” or “*EATS*” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“*Note Ordinance*” means Ordinance 68276 approved by the City and authorizing the issuance of not to exceed Two Million Nine Hundred Sixty-Five Thousand Dollars (\$2,965,000), plus the costs of issuance, in TIF Obligations.

“*Redevelopment Agreement*” means the Redevelopment Agreement dated as of April 5, 2010 by and between the City and the developer as authorized by Ordinance 68277, including all amendments thereto.

“*Redevelopment Projects*” means the redevelopment activities or Work agreed to and as defined in the Redevelopment Agreement, as authorized by Ordinance 68277.

“*Special Allocation Fund*” means the City of St. Louis, Missouri, Chouteau Crossing Special Allocation Fund created by the Approving Ordinance, and including the accounts and subaccounts (if any) into which TIF Revenues and CID Revenues are from time to time deposited in accordance with the TIF Act, this Agreement, and the Redevelopment Agreement, including a PILOTS Account and an EATS Account.

“*TIF Act*” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended.

“*TIF Obligation*” means the TIF Note or Bond as defined by and issued pursuant to the Note Ordinance.

Section 1.2 Rules of Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons. All references in this Agreement to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed.

Section 1.3 Recitals. All of the above and foregoing Recitals are incorporated into and made a part of this Agreement.

ARTICLE II. REPRESENTATIONS

Section 2.1 Representations by the District. The District represents as follows:

a. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

b. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

c. The District has taken all necessary action to approve the CID Projects. No further action or approvals by the District are necessary in connection with the construction or financing of the CID Projects, except with respect to the approval of certain matters relating to the use of CID Sales Tax proceeds for the payment of CID Administrative Costs and Debt Service on the TIF Obligation, as provided in this Agreement and the Note Ordinance.

d. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreement to which the District is a party.

e. No official or employee of the District has any significant or conflicting interest, financial or otherwise, in the CID Projects or in the transactions contemplated by this Agreement, except as may be expressly authorized by the CID Act and not otherwise prohibited by Sections 105.450 to 105.496 of the Revised Statutes of Missouri, as amended.

f. There is no litigation or proceeding pending or, to the District’s knowledge, threatened against the

District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement.

Section 2.2 Representations by the City. The City represents as follows:

a. The City is duly organized and existing under the laws of the State of Missouri as a constitutional charter city and is the political subdivision in which the District is located.

b. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Aldermen, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

c. The City has taken all necessary action to approve the CID Projects, subject to the terms of this Agreement.

d. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City, will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party or by which it or any of its property is bound or any of the constitutional or statutory rules or regulations applicable to the City or its property.

e. No member or employee of the City has any significant or conflicting interest, financial or otherwise, in the CID Projects or in the transactions contemplated by this Agreement.

f. There is no litigation or proceeding pending or, to the City's knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

**ARTICLE III.
CONSTRUCTION, MAINTENANCE AND USE OF THE CID PROJECTS**

Section 3.1 Construction of the CID Project. The District and the City both hereby acknowledge that the CID Projects are a part of the Redevelopment Project being undertaken under the Redevelopment Plan. The parties acknowledge and agree that construction of the CID Projects is substantially complete in accordance with the Redevelopment Plan, the Redevelopment Agreement and this Agreement.

Section 3.2 Approval of CID Projects. The parties acknowledge and agree that one of the purposes for which the District was created was for providing tax revenues for funding the cost of constructing the CID Projects. The parties further acknowledge that, because the District is located within the Redevelopment Area, one-half of the additional revenues generated by the CID Sales Tax shall be Economic Activity Tax Revenues and, as such, shall be used for funding Reimbursable Redevelopment Project Costs incurred in connection with the Redevelopment Project. Pursuant to the Redevelopment Agreement, the City and the developer have agreed to use their best efforts to cause the City and the District to enter into this Agreement for the purpose of funding the CID Projects. Therefore, upon execution of this Agreement, the City shall be deemed to have approved the CID Projects.

Section 3.3 Designation of CID Projects. CID Projects shall be those items referred to as the CID Projects in the CID petition.

**ARTICLE IV.
COLLECTION OF CID SALES TAX**

Section 4.1 Creation of Special Allocation Fund. The City has established the Special Allocation Fund pursuant to the Note Ordinance and the Redevelopment Agreement, into which there shall be deposited Available CID Revenue.

Section 4.2 Collection of CID Sales Tax. The District agrees to perform all functions incident to the administration, collection, enforcement and operation of the CID Sales Tax, or to provide for the performance of such functions, to the extent required by this Agreement. The District agrees to collect the CID Sales Tax from businesses within the district boundaries. The Treasurer of the District shall provide for the transfer to the City, on a regular basis and in compliance with state law, all of the CID Sales Tax collected on behalf of the District, less the Collection Fee. The City, having received the CID Sales Tax proceeds from the District, shall deposit all Available CID Revenues into the Special Allocation Fund.

Section 4.3 Enforcement of CID Sales Tax. The District shall have no affirmative obligation to discover, investigate or ascertain the accuracy of such commercial improvement District Sales Tax Return. The District shall immediately report all known violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the Missouri Department of Revenue for enforcement to the extent that such violations result in the District's inability to collect CID's Sales Tax in a timely manner as provided for in the Sales Tax Law. In the event that the Missouri Department of Revenue notifies the District that it will refuse to undertake enforcement of CID's Sales Tax, the District shall promptly initiate an action to enforce collection unless it reasonably determines that the cost of such enforcement action will exceed the amount of the Collection Fee associated with any CID Sales Tax collected as a result of such enforcement action. Notwithstanding anything herein to the contrary, the District shall not undertake any enforcement action if the cost of such enforcement action is reasonably expected to exceed the amount of revenues sought to be collected.

The City shall have no affirmative obligation to discover, investigate or ascertain the accuracy of such CID Sales Tax Return; provided, however, that the City may conduct its own reasonable review and comparison of each CID Sales Tax Return to the corresponding Department of Revenue Form 53-1 to determine whether the amount of CID Sales Tax remitted to the District was calculated correctly.

Section 4.4 Access to Sales Tax Records. The District shall keep accurate records of the amount of CID Sales Tax collected and such records shall be open to the inspection of officers of the City and the general public. In the event that any records pertaining to the CID Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the City shall provide any of such records as it may possess to the District upon receipt of a written request that conforms to Section 32.057.2(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the CID Sales Tax.

Section 4.5 Segregation and Investment of CID Sales Tax Revenues. Available CID Revenue shall not be deemed to be City funds and shall not be commingled with any funds of the City.

Section 4.6 Use of CID Sales Tax Revenues. Beginning in the first month following the effective date of the CID Sales Tax and continuing each month thereafter until the expiration or repeal of the CID Sales Tax, the District shall, not later than the fifteenth (15th) day of each month, distribute to the City all CID Revenue collected by the District in the previous month less the Collection Fee. The City shall (i) first, deposit that portion of CID Revenue that constitutes EATs into the EATs Account of the Special Allocation Fund; (ii) second, remit to the District an amount not to exceed Ten Thousand Dollars (\$10,000) annually for the purpose reimbursing the District for its CID Administrative Costs, provided that the City shall have first received documentation evidencing the expenditure of such funds for administration of the District; and (iii) third, deposit all remaining Available CID Revenue into the Special Allocation Fund. Except as otherwise provided in this Agreement and the Redevelopment Agreement, all Available CID Revenue on deposit in the Special Allocation Fund shall be applied solely to pay Debt Service on the portion of the TIF Obligations related to the CID Projects.

Section 4.7 Repeal of CID Sales Tax. So long as any TIF Obligations are outstanding, but in no event longer than twenty (20) years, the District shall not repeal or reduce the CID Sales Tax unless such repeal or reduction will not impair the District's ability to repay that portion of the TIF Obligations that are outstanding and which are related to the CID Projects.

ARTICLE V. CID PROJECT FINANCING

Section 5.1 Financing of the CID Projects. The parties acknowledge and agree that the City has issued a TIF Note, in part for the purpose of financing the construction of the CID Projects. Subject to the requirements of the CID Act, subject to annual appropriation, and in consideration of the City's financing of the construction of the CID Projects as part of its financing of the Redevelopment Project, Available CID Revenues shall be pledged to repayment of TIF Obligations. The District agrees to deposit for the term of this Agreement all Available CID Revenues in the Special Allocation Fund as required by the CID Act, the Redevelopment Agreement and this Agreement. The CID's obligations under this Section shall be the exclusive responsibility of the CID payable solely out of the CID's funds and property as provided in the CID Act and shall not constitute a debt or liability or general obligation of the District, the City, the State of Missouri or any agency or political subdivision thereof. The CID shall not be obligated to pledge any funds other than those specifically pledged to repayment of the TIF Obligations as provided for in this Section.. The District further agrees to refrain from encumbering or pledging, on a superior or parity lien basis, any portion of the CID Revenues in such a manner that would be inconsistent with the terms and intent of this Agreement.

Section 5.2 Application of CID Revenues. Subject to the limits provided in **Section 6.1** of this Agreement, the District hereby agrees to appropriate all Available CID Revenues that shall be from time to time deposited in the Special Allocation Fund, which shall be applied solely to the payment of Debt Service on that portion of the TIF Obligations related to the CID Projects.

The District's obligations under this Section shall be the exclusive responsibility of the District payable solely out of District funds and property as provided in the CID Act and shall not constitute a debt or liability of the State of Missouri or any agency or political subdivision of the State. Neither the District nor the City shall be obligated to pledge any funds other than those specifically pledged to repayment of the TIF Obligations.

Section 5.3 Covenant to Request Annual Appropriation. The officer of the District at any time charged with the responsibility of formulating budget proposals shall include in the budget proposal submitted to the District for each fiscal year that the TIF Obligations are outstanding a request for an appropriation of Available CID Revenues for application to the payment of CID Administrative Costs and TIF Obligations in accordance with this Agreement. If, within 30 days after the end of the District's fiscal year, the District's Board of Directors fails to adopt a budget, the parties agree that the District shall be deemed to have adopted a budget that provides for application of the Available CID Revenues collected in such fiscal year in accordance with the budget for the prior fiscal year.

Section 5.4 CID Sales Tax. A CID Sales Tax of one percent (1%) has been approved by the qualified voters of the District as provided by the CID Act. Except as otherwise provided in this Agreement and the Redevelopment Agreement, the District shall impose no other tax, assessment, toll or charge whatsoever without the written consent of the City. All Available CID Revenues shall be deposited into the Special Allocation Fund established in accordance with the CID Act, this Agreement and the Redevelopment Agreement. The District shall not repeal or amend the CID Sales Tax except in accordance with **Section 4.7** of this Agreement.

Section 5.5 No Other Liabilities or Debt. Except for CID Administrative Costs and the Collection Fee relating to collection of the CID Sales Tax, which fee shall not exceed that established by the Missouri Department of Revenue, the District shall not incur any liabilities or debt or issue any obligations except as provided in the Redevelopment Agreement.

ARTICLE VI. GENERAL PROVISIONS

Section 6.1 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

Section 6.2 Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party (or successor), proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings for injunctive relief or proceedings to compel specific performance by the defaulting or breaching party, provided that such legal proceedings shall only affect property as to which such default or breach exists and shall not affect any other rights established in connection with this Agreement or any other property within the District which has been or is being developed or used in accordance with the provisions of this Agreement.

Section 6.3 Notices. Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class certified mail, return receipt required, postage prepaid, addressed as follows:

If To The District:

Chouteau Crossing Community Improvement District
c/o Green Street Properties
8235 Forsyth Blvd., Suite 305
St. Louis, MO 63105
Attention: Philip Hulse

With a copy to:

Polsinelli Shughart PC
100 S. 4th Street, Suite 1000
St. Louis, Missouri 63102
Attention: William J. Kuehling, Esq.

If to the City:

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

And to:

City of St. Louis
City Hall, Room 212
1200 Market Street
St. Louis, Missouri 63103
Attention: Comptroller

With a copy to:

City Counselor
City Hall, Room 314
1200 Market Street
St. Louis, Missouri 63103
Attention: City Counselor

And to:

Armstrong Teasdale LLP
7700 Forsyth Blvd. Suite 1800
St. Louis, Missouri 63105
Attention: Thomas J. Ray, Esq.

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

Section 6.4 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents.

Section 6.5 Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized representatives of both parties.

Section 6.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 6.7 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 6.8 Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the District, and no official agent, employee, or representative of the District shall be personally liable to the City, in the event of default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

Section 6.9 Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, and the obtaining of grants of access to and easements over public property as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City, acting as a party hereto,

to grant municipal permits or other approvals it would not otherwise be obligated to grant, acting as a political subdivision or in its capacity as the local community improvement authority, absent this Agreement. Without limiting the generality of the foregoing, the District agrees to execute and deliver a Continuing Disclosure Agreement with respect to the TIF Obligations in customary form and content, and such other certificates and instruments as may be necessary in the opinion of Bond Counsel in connection with the issuance of the TIF Obligations, provided that such certificates and instruments do not impose any material pecuniary liability upon the District.

**ARTICLE VII.
MISCELLANEOUS**

Section 7.1 Mutual Release. Neither the City nor the District shall be liable to the other for damages or otherwise in the event that this Agreement is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction, and by reason thereof either the City or the District is prevented from performing any of the covenants and agreements herein. All covenants, stipulations, promises, agreements and obligations of the City and the District shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the District and not of any of their governing body members, officers, agents, servants or employees in their individual capacities. No elected or appointed official, employee or representative of the City or the District shall be personally liable to the other party in the event of a default or breach by any party under this Agreement or for any amount of TIF Obligations which may become due to any party under the terms of this Agreement.

Section 7.2 Additional Covenants of the District. The District shall keep proper books of records and accounts in which full, true and correct entries will be made of all dealings or transactions of or in relating to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish to the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to enable the City to determine whether the covenants, terms and provisions hereof have been complied with. In addition, the District shall furnish a copy of its annual financial statements to the City (audited, if available) within 180 days following the end of each fiscal year of the District.

Section 7.3 Open Meetings and Records of the District. The District will comply with Chapter 610 of the Revised Statutes of Missouri, as amended, as it pertains to political subdivisions such as the District, by adopting an open meeting and records policy. The District will provide notice of the time, date and place of each meeting and tentative agenda of such meeting as provided in its open meeting and records policy to the City’s advisor to the District’s Board of Directors. The City agrees that it will, upon receipt of a notice and agenda from the District, post the notice and agenda for each meeting of the District in compliance with the requirements of Chapter 610 of the Revised Statutes of Missouri, as amended.

Section 7.4 Additional Covenants of the District. The District shall maintain its existence until all TIF Obligations have been paid in full, at which time the District shall dissolve and the CID Sales Tax shall no longer be levied. The District shall keep or retain an Administrator to keep accurate records of revenues received and costs incurred, and such records shall be open to inspection by the City at all reasonable times. The District shall not exercise any powers or undertake any action authorized under the CID Act.

**ARTICLE VIII.
TERM**

Section 8.1 Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate upon the earlier of: (a) repayment and/or refunding in full of the TIF Obligation; or (b) dissolution of the District pursuant to the CID Act.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

“CITY”:

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

[SEAL]

Attest:

Parrie L. May, City Register

Approved as to Form:

Patricia Hageman, City Counselor

“DISTRICT”:

**THE CHOUTEAU CROSSING
COMMUNITY IMPROVEMENT
DISTRICT**

By: _____
Name: _____
Title: _____

[SEAL]

Attest:

_____, Secretary

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

On this ____ day of _____, 2012, before me, a Notary Public in and for said state, personally appeared _____, who acknowledged himself to be the President of the Chouteau Crossing Community Improvement District, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said Community Improvement District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

Printed Name: _____

(Seal)

My commission expires: _____

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

On this ____ day of _____, 2012, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

[SEAL]

My Commission Expires: _____

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

On this ____ day of _____, 2012, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

[SEAL]

My Commission Expires: _____

**EXHIBIT A TO INTERGOVERNMENTAL COOPERATION AGREEMENT
FORM OF
CID SALES TAX COLLECTION REPORT**

Approved: November 27, 2012

**ORDINANCE #69299
Board Bill No. 78**

An ordinance adopted pursuant to Chapter 24 of the revised Code of the City of St. Louis extending the boundaries of the Hyde Park Historic District as set forth in Ordinance 57484 to include the following areas:

Be it ordained by the city of St. Louis as Follows:

SECTION ONE. The following described areas ("the Areas") are hereby designated as part of the Hyde Park Historic District as heretofore established by Ordinance 57484:

South addition:

Commencing at the point of intersection of the north line of the public alley west of 19th Street with the center line of the alley and center of Angelrodt Street; thence proceeding south along said center line of public alley to its point of intersection with southern edge of the parcel containing 3007 19th Street proceeding northeast along said property line to the center of 19th Street; thence proceeding north along said center line of 19th Street to its intersection with the center line of Herder Street; thence proceeding northeast along said center line of Herder Street to its point of intersection with the north line of the Blair Street; thence proceeding north along said northwest line to its point of intersection with the center line of public alley located to the south of Angelrodt Street; thence proceeding east along said center line to its point of intersection with the east property line of the parcel containing 3332 Blair Street; thence proceeding north along said north line to the to its intersection with the center line of Angelrodt Street; thence proceed west along said center line to the point of beginning.

Lange Addition:

Commencing at the point of intersection of the center point of North Florissant Avenue and Glasgow Avenue; thence proceeding southwest along center line of Glasgow Avenue to its point of intersection with Angelica Street; thence proceeding northeast along center line of Angelica Street to its intersection with the center line of North Florissant Avenue; thence proceeding north along said center line to the point of beginning.

SECTION TWO.

- a.) A general location map of the Area shall be maintained on file in the office of the City Register.
- b.) The historic district standards to be applied within the Area are the standards of the existing Hyde Park Historic District.

Approved: November 27, 2012

**ORDINANCE #69300
Board Bill No. 98**

An Ordinance authorizing the execution of an Intergovernmental Cooperation Agreement between the City and The 1601 S. Jefferson Community Improvement District prescribing the form and details of said Agreement; making certain findings with respect thereto; authorizing certain other actions of City officials; 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, Mo. Rev. Stat. 67.1400 et seq. (the "CID Act") authorized property owners with the approval of the City of St. Louis to establish Community Improvement Districts; and

WHEREAS, the property owners filed a petition with the City of St. Louis signed by the authorized representatives of the owners of more than fifty percent by assessed value and per capita of the property located within the 1601 S. Jefferson Community Improvement District; and

WHEREAS, the Register of the City of St. Louis did review and determine that the Petition substantially complied with the CID Act; and

WHEREAS, after duly noticed public hearing, the Board of Aldermen approved Ordinance 69138, approved March 28, 2012, establishing the 1601 S. Jefferson Community Improvement District; and

WHEREAS, the CID intends to undertake certain improvements within the District, including, without limitation, construction, reconstruction, installation, repair, landscaping and maintenance of a median in S. Jefferson Avenue and more fully described in Exhibit B to the CID Agreement (the "CID Project") and

WHEREAS, the City has approved the use of Tax Increment Financing in the area where the CID exists; and

WHEREAS, the City intends to enter into that certain Intergovernmental Cooperation Agreement (the "CID Agreement") in the form attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the CID Agreement are acceptable and that the execution thereof, and deliverance and performance by the City and the CID of their respective obligations therein are in the best interests of the City and the health, safety, morale and welfare of its residents; and

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

SECTION ONE. The Board of Aldermen hereby approves the CID Project s submitted to the City.

SECTION TWO. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the CID Agreement with the CID in order to implement the CID Project.

SECTION THREE. 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 CID Agreement by and between the City and the CID in similar form to that attached hereto as Exhibit A, and the City Register is hereby authorized and directed to attest to the CID Agreement and to affix the seal of the City thereto. The Agreement shall be in substantially the form attached, 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.

SECTION FOUR. The Mayor and Comptroller of the City or his or her 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 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 or Comptroller or his or her designated representatives.

SECTION FIVE. The Mayor and 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 or Comptroller or their designated representatives.

SECTION SIX. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of competent jurisdiction, such portion shall be deemed and is hereby declared to be a separate, distinct and independent provision of this ordinance, and such holding or holdings shall not affect the validity of the remaining portions of this ordinance.
515657

EXHIBIT A – CID AGREEMENT

**INTERGOVERNMENTAL COOPERATION AGREEMENT
between the
CITY OF ST. LOUIS, MISSOURI,
and
THE 1601 S. JEFFERSON COMMUNITY IMPROVEMENT DISTRICT**

Dated as of: _____, 2012

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this "Agreement") is entered into as of _____, 2012, by and between the **CITY OF ST. LOUIS, MISSOURI** (the "City"), a political subdivision of the State of Missouri, and **THE 1601 S. JEFFERSON COMMUNITY IMPROVEMENT DISTRICT** (the "District"), a political subdivision of the State of Missouri.

RECITALS

WHEREAS, the City of St. Louis, Missouri (the "City"), is a body corporate and 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;

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865, Revised Statutes of Missouri, (the "Act" or the "TIF Act"), authorizes the City to undertake redevelopment projects within designated areas of the City;

WHEREAS, the Missouri Community Improvement District Act, Sections 67.1400 et seq., Revised Statutes of Missouri, (the "CID Act"), authorizes the creation of a district to fund, promote, plan, design, construct, improve, maintain and operate projects to remediate blight, and otherwise benefit the redevelopment area, as provided for by the CID Act;

WHEREAS, on November 28, 2011 and amended December 19, 2011, the developer submitted to the City a redevelopment plan (the "Redevelopment Plan") for the Redevelopment Area, as described in Redevelopment Plan;

WHEREAS, pursuant to the Redevelopment Agreement, the City and developer contemplated that a community improvement district would be created for the purpose of providing tax revenues to fund the construction and implementation of

certain community improvement district projects, as that term is defined in the "CID Act", that are to be constructed and implemented under the Redevelopment Plan;

WHEREAS, on January 12, 2012 following a public hearing began on that date, in accordance with the TIF Act, the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission") adopted a resolution approving the redevelopment plan known as the 1549-1601 S. Jefferson Redevelopment Plan (the "Redevelopment Plan") and recommending that the Board of Aldermen: (1) approve the Redevelopment Plan; and (2) approve and designate the Redevelopment Area as a "redevelopment area" as provided in the TIF Act;

WHEREAS, on March 9, 2012, after due consideration of the TIF Commission's recommendations, the City adopted: (1) Ordinance No. 69115 designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, and approving the redevelopment project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund; and (2) Ordinance No. 69114 authorizing the City to enter into a redevelopment agreement with developer;

WHEREAS, on February 7, 2012, the property owners in the vicinity of 1601 South Jefferson filed a petition for the formation of the community improvement district (the "CID Petition") with the City of St. Louis, Missouri;

WHEREAS, the CID Petition identified certain services and improvements authorized to be undertaken by the District including the construction, reconstruction, installation, repair and maintenance, including landscaping, of the streetscape;

WHEREAS, specifically the District plans to reconstruct, repair, landscape and maintain the median in S. Jefferson Avenue (the "CID Project");

WHEREAS, it is the intention of the CID to attempt to add area to the north, and, if successful, the CID will include in the CID Project the median in that portion of S. Jefferson, and the definition of CID Project will be changed accordingly;

WHEREAS, on March 28, 2012, the City approved Ordinance No. 69138, which, among other things, established the District as a political subdivision pursuant to and in accordance with the CID Act;

WHEREAS, the District has imposed a community improvement district sales tax at a rate of one percent (1%) (the "CID Sales Tax") pursuant to the CID Act, for the purpose of providing funds to finance the costs of the CID Project;

WHEREAS, pursuant to the Redevelopment Plan and Redevelopment Agreement, a portion of the costs of the Redevelopment Project will be financed by utilizing tax increment allocation financing in accordance with the Act, and the existence of the CID Sales Tax contributes to the payment of any TIF Obligations issued by the City; and

WHEREAS, the City and the District desire to enter into this Intergovernmental Cooperation Agreement, whereby (a) the District, sharing in the goal of the Redevelopment Plan will agree to maintain the CID Sales Tax at least as long as TIF Obligations are outstanding; (b) the City and District will agree to cooperate on the implementation by the District of the CID Project; and (c) the CID agrees that its first priority for funding (after payment of CID Administrative Costs) is the CID Project and if necessary it will allocate all available CID Revenues to this purpose.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I.

Section 1.1 Definitions of Words and Terms.

The words and terms as used in this Agreement shall have the same meaning as provided in the Redevelopment Agreement unless a different meaning is specifically provided below:

"Agreement" means this Intergovernmental Cooperation Agreement, as from time to time amended in accordance with its terms.

"Approving Ordinance" means Ordinance 69115, as may be amended, adopted by the City on March 9, 2012, approving the Redevelopment Plan.

“*Authorizing Ordinance*” means Ordinance 69114, as may be amended, adopted by the City on March 9, 2012, authorizing the Redevelopment Agreement.

“*Available CID Revenue*” means all proceeds of the CID Sales Tax imposed by the District, after deducting (a) the Collection Fee, (b) that portion of the CID Revenue that constitutes EATs (as that term is defined in the Redevelopment Agreement) and (c) the CID Administrative Costs.

“*CID Act*” means the Missouri Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

“*CID Administrative Costs*” means an amount not to exceed \$10,000 annually to be applied by the District to overhead expenses of the District for administration, supervision and inspection incurred in connection with the CID Project.

“*CID Project Costs*” means all costs necessary or incidental to plan, acquire, finance, develop, design and construct the CID Project, including without limitation: (a) costs of all estimates, studies, surveys, plans, drawings, reports, tests, specifications and other preliminary investigations of architects, appraisers, surveyors and engineers; (b) all professional service costs, including without limitation architectural, engineering, legal, financial, planning or special services incurred; (c) costs of acquisition of right-of-way; (d) costs of construction; (e) cost of ongoing landscaping and maintenance; and (f) CID Administrative Costs, including without limitation reimbursement to the District or those acting for the District for any of the above enumerated costs and expenses incurred and/or paid before execution of this Agreement.

“*CID Sales Tax*” means the community improvement district sales tax authorized by the CID Act and imposed by the District at a rate of one percent (1%) as authorized by the District’s board of directors and approved by the qualified voters of the District in accordance with the CID Act, this Agreement and the Redevelopment Agreement.

“*CID Revenues*” means revenues of the CID created in accordance with the CID Act.

“*City*” means the City of St. Louis, Missouri, a municipal corporation of the State of Missouri, including without limitation, in its capacity as a “local community improvement authority” within the meaning of the CID Act.

“*Collection Fee*” means an amount charged by the Missouri Department of Revenue for the collection of the CID Sales Tax.

“*District*” or “*CID*” means The 1601 S. Jefferson Community Improvement District, a political subdivision of the State of Missouri upon approval of Ordinance 69138, pursuant to and in accordance with the CID Act.

“*Debt Service*” means principal and interest payments, rebate (if any), and Trustee and monitoring fees associated with the portion of the CID Obligations related to the CID Project.

“*EATS Account*” means the Economic Activity Tax Account in the Special Allocation Fund.

“*Economic Activity Taxes*” or “*EATS*” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“*Note Ordinance*” means Ordinance approved by the City, and authorizing the issuance of not to exceed \$____ Million Dollars, plus the costs of issuance, in TIF Obligations.

“*Redevelopment Agreement*” means the Redevelopment Agreement dated as of _____ by and between the City and the developer as authorized by Ordinance 69114, including all amendments thereto.

“*Redevelopment Projects*” means the redevelopment activities or Work agreed to and as defined in the Redevelopment Agreement, as authorized by Ordinance 69115.

“*Special Allocation Fund*” means the City of St. Louis, Missouri, 1549-1601 S. Jefferson Special Allocation Fund created by the Approving Ordinance, and including the accounts and subaccounts (if any) into which TIF Revenues are from time to time deposited in accordance with the TIF Act, this Agreement, and the Redevelopment Agreement, including a PILOTS Account and an EATS Account.

“*TIF Act*” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended.

“*TIF Obligation*” means the TIF Note or Bond as defined by and issued pursuant to the Note Ordinance.

Section 1.2 Rules of Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons. All references in this Agreement to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed.

Section 1.3 Recitals. All of the above and foregoing Recitals are incorporated into and made a part of this Agreement.

ARTICLE II. REPRESENTATIONS

Section 2.1 Representations by the District. The District represents as follows:

a. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

b. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

c. The District has taken all necessary action to approve the CID Project. No further action or approvals by the District is necessary in connection with the construction or financing of the CID Project, except with respect to the approval of certain matters relating to the use of CID Sales Tax proceeds for the payment of CID Administrative Costs, as provided in this Agreement and the Note Ordinance.

d. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreement to which the District is a party.

e. No official or employee of the District has any significant or conflicting interest, financial or otherwise, in the CID Project or in the transactions contemplated by this Agreement, except as may be expressly authorized by the CID Act and not otherwise prohibited by Sections 105.450 to 105.496 of the Revised Statutes of Missouri, as amended.

f. There is no litigation or proceeding pending or, to the District’s knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement.

g. The CID will endeavor to expand its boundaries by the addition of 1549 S. Jefferson, also referred to as RPA2 in the Redevelopment Plan.

Section 2.2 Representations by the City. The City represents as follows:

a. The City is duly organized and existing under the laws of the State of Missouri as a constitutional charter city and is the political subdivision in which the District is located.

b. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Aldermen, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

c. The City has taken all necessary action to approve the CID Project, subject to the terms of this Agreement.

d. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this

Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City, will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party or by which it or any of its property is bound or any of the constitutional or statutory rules or regulations applicable to the City or its property.

e. No member or employee of the City has any significant or conflicting interest, financial or otherwise, in the CID Project or in the transactions contemplated by this Agreement.

f. There is no litigation or proceeding pending or, to the City's knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

ARTICLE III. CONSTRUCTION, MAINTENANCE AND USE OF THE CID PROJECT

Section 3.1 Construction of the CID Project. The District and the City both hereby acknowledge that the CID Project will contribute to the success of the Redevelopment Project being undertaken under the Redevelopment Plan.

Section 3.2 Approval of CID Project. The parties acknowledge and agree that one of the purposes for which the District was created was for providing tax revenues for funding the cost of constructing and maintaining the CID Project. The parties further acknowledge that, because the District is located within the Redevelopment Area, one-half of the additional revenues generated by the CID Sales Tax shall be Economic Activity Tax Revenues and, as such, shall be used for funding Reimbursable Redevelopment Project Costs incurred in connection with the Redevelopment Project. Pursuant to the Redevelopment Agreement, the City and the developer have agreed to use their best efforts to cause the City and the District to enter into this Agreement for the purpose of assuring the CID Sales Tax and for funding the CID Project. Therefore, upon execution of this Agreement, the City shall be deemed to have approved the CID Project.

Section 3.3 Designation of CID Project. CID Project shall be the reconstruction, repair, landscaping and maintenance of the S. Jefferson median, as more fully described in Exhibit B, attached hereto.

ARTICLE IV. COLLECTION OF CID SALES TAX

Section 4.1 [Intentionally Omitted.]

Section 4.2 Collection of CID Sales Tax. The District agrees to perform all functions incident to the administration, collection, enforcement and operation of the CID Sales Tax, or to provide for the performance of such functions, to the extent required by this Agreement. The District agrees to collect the CID Sales Tax from businesses within the district boundaries. The Treasurer of the District shall provide for the transfer to the City, on a regular basis and in compliance with state law, that portion of the CID Sales Tax collected on behalf of the District defined as Economic Activity Taxes under the TIF Act, less the Collection Fee. The City, having received the said proceeds from the District, shall deposit said proceeds into the Special Allocation Fund.

Section 4.3 Enforcement of CID Sales Tax. The District shall have no affirmative obligation to discover, investigate or ascertain the accuracy of such commercial improvement District Sales Tax Return. The District shall immediately report all known violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the Missouri Department of Revenue for enforcement to the extent that such violations result in the District's inability to collect CID's Sales Tax in a timely manner as provided for in the Sales Tax Law. In the event that the Missouri Department of Revenue notifies the District that it will refuse to undertake enforcement of CID's Sales Tax, the District shall promptly initiate an action to enforce collection unless it reasonably determines that the cost of such enforcement action will exceed the amount of the Collection Fee associated with any CID Sales Tax collected as a result of such enforcement action. Notwithstanding anything herein to the contrary, the District shall not undertake any enforcement action if the cost of such enforcement action is reasonably expected to exceed the amount of revenues sought to be collected.

The City shall have no affirmative obligation to discover, investigate or ascertain the accuracy of such CID Sales Tax Return; provided, however, that the City may conduct its own reasonable review and comparison of each CID Sales Tax Return to the corresponding Department of Revenue Form 53-1 to determine whether the amount of CID Sales Tax remitted to the District was calculated correctly.

Section 4.3 Access to Sales Tax Records. The District shall keep accurate records of the amount of CID Sales Tax collected and such records shall be open to the inspection of officers of the City and the general public. In the event that any records pertaining to the CID Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the City shall provide any of such records as it may possess to the District upon receipt of a written request that conforms to Section 32.057.2(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the CID Sales Tax.

Section 4.5 [Intentionally Omitted.]

Section 4.6 Use of CID Sales Tax Revenues. Beginning in the first month following the effective date of the CID Sales Tax and continuing each month thereafter until the retirement of the TIF Obligations, the District shall, not later than the fifteenth (15th) day of each month, distribute to the City that portion of the CID Revenue that constitutes EATs collected by the District in the previous month less the Collection Fee and an amount not to exceed Ten Thousand Dollars (\$10,000) annually for CID Administrative Costs. The City shall deposit that portion of CID Revenue that constitutes EATs into the EATs Account of the Special Allocation Fund. Prior to the payment of any other CID expenses, the CID shall make available as necessary all CID Sales Tax Revenue to the CID Project.

Section 4.7 Repeal of CID Sales Tax. So long as any TIF Obligations are outstanding, the District shall not repeal or reduce the CID Sales Tax.

ARTICLE V. CID PROJECT FINANCING

Section 5. Financing of the CID Project. The parties acknowledge and agree that the District shall be responsible for the financing, the construction and ongoing maintenance of the CID Project. The CID's obligations under this Section shall be the exclusive responsibility of the CID payable solely out of the CID's funds and property as provided in the CID Act and shall not constitute a debt or liability or general obligation of the District, the City, the State of Missouri or any agency or political subdivision thereof. The District further agrees to refrain from encumbering or pledging, on a superior or parity lien basis, any portion of the CID Revenues in such a manner that would be inconsistent with the terms and intent of this Agreement.

Section 5.2 [Intentionally Omitted.]

Section 5.3 [Intentionally Omitted.]

Section 5.4 CID Sales Tax. A CID Sales Tax of one percent (1%) has been approved by the qualified voters of the District as provided by the CID Act. Except as otherwise provided in this Agreement and the Redevelopment Agreement, the District shall impose no other tax, assessment, toll or charge whatsoever without the written consent of the City. The District shall not repeal or amend the CID Sales Tax except in accordance with **Section 4.7** of this Agreement.

Section 5.5 [Intentionally Omitted.]

ARTICLE VI. GENERAL PROVISIONS

Section 6.1 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

Section 6.2 Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party (or successor), proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings for injunctive relief or proceedings to compel specific performance by the defaulting or breaching party, provided that such legal proceedings shall only affect property as to which such default or breach exists and shall not affect any other rights established in connection with this Agreement or any other property within the District which has been or is being developed or used in accordance with the provisions of this Agreement.

Section 6.3 Notices. Any notice, demand, or other communication required by this Agreement to be given to either

party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class certified mail, return receipt required, postage prepaid, addressed as follows:

If To The District:

1601 S. Jefferson Community Improvement District
c/o Green Street Properties
8235 Forsyth Blvd., Suite 305
St. Louis, MO 63105
Attention: Philip Hulse

With a copy to:

Polsinelli Shughart PC
100 S. 4th Street, Suite 1000
St. Louis, Missouri 63102
Attention: William J. Kuehling, Esq.

If to the City:

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

And to:

City of St. Louis
City Hall, Room 212
1200 Market Street
St. Louis, Missouri 63103
Attention: Comptroller

With a copy to:

City Counselor
City Hall, Room 314
1200 Market Street
St. Louis, Missouri 63103
Attention: City Counselor

And to:

Armstrong Teasdale LLP
7700 Forsyth Blvd. Suite 1800
St. Louis, Missouri 63105
Attention: Thomas J. Ray, Esq.

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

Section 6.4 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents.

Section 6.5 Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized representatives of both parties.

Section 6.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 6.7 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 6.8 Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the District, and no official agent, employee, or representative of the District shall be personally liable to the City, in the event of default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

Section 6.9 Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, and the obtaining of grants of access to and easements over public property as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not otherwise be obligated to grant, acting as a political subdivision or in its capacity as the local community improvement authority, absent this Agreement. Without limiting the generality of the foregoing, the District agrees to execute and deliver a Continuing Disclosure Agreement with respect to the TIF Obligations in customary form and content, and such other certificates and instruments as may be necessary in the opinion of Bond Counsel in connection with the issuance of the TIF Obligations, provided that such certificates and instruments do not impose any material pecuniary liability upon the District.

ARTICLE VII. MISCELLANEOUS

Section 7.1 Mutual Release. Neither the City nor the District shall be liable to the other for damages or otherwise in the event that this Agreement is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction, and by reason thereof either the City or the District is prevented from performing any of the covenants and agreements herein. All covenants, stipulations, promises, agreements and obligations of the City and the District shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the District and not of any of their governing body members, officers, agents, servants or employees in their individual capacities. No elected or appointed official, employee or representative of the City or the District shall be personally liable to the other party in the event of a default or breach by any party under this Agreement or for any amount of TIF Obligations which may become due to any party under the terms of this Agreement.

Section 7.2 Additional Covenants of the District. The District shall keep proper books of records and accounts in which full, true and correct entries will be made of all dealings or transactions of or in relating to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish to the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to enable the City to determine whether the covenants, terms and provisions hereof have been complied with. In addition, the District shall furnish a copy of its annual financial statements to the City (audited, if available) within 180 days following the end of each fiscal year of the District.

Section 7.3 Open Meetings and Records of the District. The District will comply with Chapter 610 of the Revised Statutes of Missouri, as amended, as it pertains to political subdivisions such as the District, by adopting an open meeting and records policy. The District will provide notice of the time, date and place of each meeting and tentative agenda of such meeting as provided in its open meeting and records policy to the City's advisor to the District's Board of Directors. The City agrees that it will, upon receipt of a notice and agenda from the District, post the notice and agenda for each meeting of the District in compliance with the requirements of Chapter 610 of the Revised Statutes of Missouri, as amended.

Section 7.4 Additional Covenants of the District. The District shall maintain its existence and the CID Sales Tax until all TIF Obligations have been paid in full. The District shall keep or retain an Administrator to keep accurate records of revenues received and costs incurred, and such records shall be open to inspection by the City at all reasonable times.

ARTICLE VIII. TERM

Section 8.1 Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder,

shall terminate upon the later of: (a) repayment and/or refunding in full of the TIF Obligation; or (b) dissolution of the District pursuant to the CID Act.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

“CITY”:

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

[SEAL]

Attest:

Parrie L. May, City Register

Approved as to Form:

Patricia Hageman, City Counselor

“DISTRICT”:

1601 S. JEFFERSON COMMUNITY
IMPROVEMENT DISTRICT

By: _____
Name: _____
Title: _____

[SEAL]

Attest:

, Secretary

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

On this ____ day of _____2012, before me, a Notary Public in and for said state, personally appeared _____, who acknowledged himself to be the President of the 1601 S. Jefferson Community Improvement District, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said Community Improvement District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

Printed Name: _____

(Seal)

My commission expires: _____

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

On this ____ day of _____, 2012, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

[SEAL]

My Commission Expires: _____

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

On this ____ day of _____, 2012, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

[SEAL]

My Commission Expires: _____

**EXHIBIT A
FORM OF
CID SALES TAX COLLECTION REPORT**

**EXHIBIT B
CID PROJECT**

The District CID Project, also known as the “streetscape project”, will include the removal of selected plants and flowers; the planting of selected native and non-native plants, flowers, and shrubs; the removal of aged and overgrown trees and their replacement with newly planted trees; the enhancement of pedestrian walkways and crosswalks; the repair or extension of the existing sprinkler system within the median as may be necessary; and the implementation of other aesthetic or capital improvements that may be identified as necessary or desired by the Board. The “streetscape project” will occur within the boundaries of the District including the Jefferson Avenue median, the western Jefferson Avenue right-of-way, abutting private property used as a part of the “streetscape”, and private entry/exit drive lanes within the Community Improvement District boundaries. In the event the CID expands its boundaries to the north to include the area referred to as RPA2 in the Redevelopment Plan, the “streetscape project” will expand to the north. The District will provide ongoing, annual maintenance of the “streetscape project” to include, but not be limited to lawn

care, plant/tree pruning or replacement, painting, and other services considered necessary to maintain the “streetscape project” during the life of the District.

Approved: November 27, 2012

ORDINANCE #69301
Board Bill No. 128

An ordinance approving a blighting study and redevelopment plan dated June 26, 2012 for the 4052 Botanical Ave. Redevelopment Area (as further defined herein, the “Plan”) after finding that said Redevelopment Area (“Area”) is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the “Statute” being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis (“City”), attached hereto and incorporated herein as Attachment “A”, finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment “B”, pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis (“LCRA”), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, but if it should become occupied the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available up to a ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen (“Board”) and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan; and containing a severability clause.

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

WHEREAS, this Board has considered the “Blighting Study and Redevelopment Plan for the 4052 Botanical Ave. Redevelopment Area” dated June 26, 2012, consisting of a Title Page; a Table of Contents Page, sixteen (16) numbered pages including Exhibits “A” – “F” attached hereto and incorporated herein as Attachment “B” (“Plan”); and based on the information in the Plan, specifically the Blighting Report in Exhibit “F” to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 4052 Botanical Ave. 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 June 26, 2012 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**THE 4052 BOTANICAL AVE. AREA
LEGAL DESCRIPTION**

C.B. 4924 N BOTANICAL AVE
25 FT 5 IN X 124 FT
TYLER PLACE ADDN
BLOCK 25 LOT W 11

PARCEL # 4924-05-0050

ATTACHMENT "B"
Form: 10/31/12

**BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
4052 BOTANICAL AVE. REDEVELOPMENT AREA
PROJECT# 1654
June 26, 2012
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS**

**MAYOR
FRANCIS G. SLAY**

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
4052 BOTANICAL AVE. REDEVELOPMENT AREA**

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- "F" BLIGHTING REPORT

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 4052 BOTANICAL AVE. Redevelopment Area ("Area") encompasses approximately .06 acres in the Shaw neighborhood of the City of St. Louis ("City") and is located on the south side of Botanical Ave. between Thurman Ave. and Lawrence St.

The legal description of the Area is attached and labeled Attachment "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 4924.05. The Area is in poor condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" "Blighting Report".

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 10.2% unemployment rate for the City for the month of April, 2012. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include an unoccupied single-family building.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 17.85 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "B" Two 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

None of the property within the Area is occupied and the Area is in the conditions described in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300-99.715 et seq. RSMo, as amended (the "Land Clearance for Redevelopment Authority Law") as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary 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 "B" Two 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 2011) designates it as a Neighborhood Preservation Area (NPA).

3. PROPOSED ZONING

The proposed zoning for the Area is "B" Two Family Dwelling 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 2011). 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

There are no new jobs expected to be created in this Area because of the proposed redevelopment.

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. **Urban Design Objectives**

The property in the Area shall be redeveloped such that it is an attractive residential 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 (1) year of approval of this Plan by City ordinance and completed within approximately two (2) years of approval of this Plan by City ordinance.

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

D. EXECUTION OF PROJECT**1. ADMINISTRATION AND FINANCING**

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

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

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

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

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

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

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

All payments in lieu of taxes shall be a lien upon the real property and, when paid to the Collector of Revenue of the City

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

H. MODIFICATIONS OF THIS PLAN

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

ATTACHMENT "A"

**THE 4052 BOTANICAL AVE. AREA
LEGAL DESCRIPTION**

C.B. 4924 N BOTANICAL AVE
25 FT 5 IN X 124 FT
TYLER PLACE ADDN
BLOCK 25 LOT W 11

PARCEL # 4924-05-0050

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
4052 BOTANICAL AVE. REDEVELOPMENT AREA**

As outlined below, the Area suffers from a multitude of physical and economic deficiencies including defective and inadequate streets, unsanitary 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 _____X_____ unoccupied residential
_____ unoccupied/occupied commercial

Subject Property is: _____X_____ secured _____ unsecured

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

The subject property _____X_____ has _____ has not unsanitary or unsafe conditions
If answer is yes, explain: The property is unoccupied. As such, it is subject to illegal dumping, rat infestation, and use by transients. It is also a fire hazard.

The subject property _____X_____ has _____ has not deterioration of site conditions
If answer is yes, explain: Mortar is missing, the roof needs replacement, as do all mechanical systems.

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

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

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

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

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

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

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

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

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

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

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

Approved: November 27, 2012

ORDINANCE NO. 69301 – EXHIBITS B, C & D

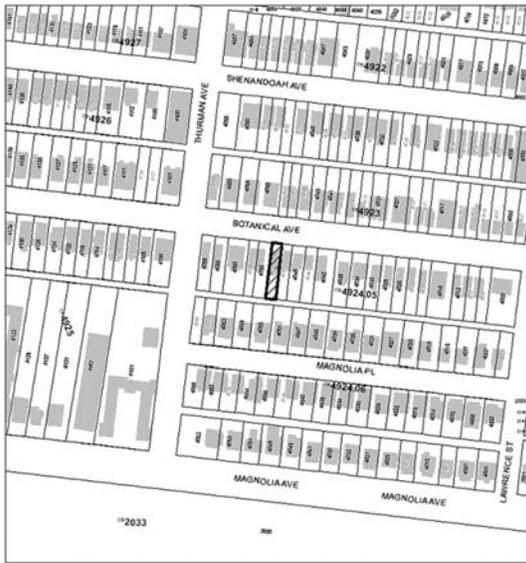


Exhibit B
Project Area Plan
 4052 Botanical Ave.
Existing Uses and Conditions

- Unoccupied Residential, Poor Condition
- Project Area Boundary
- Buildings
- City Block Number

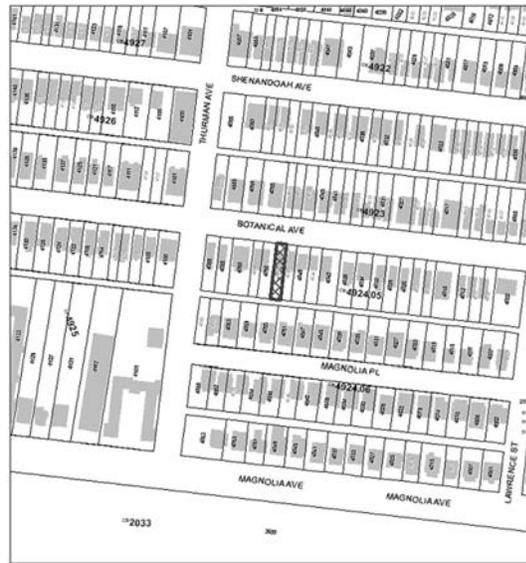


Exhibit C
Project Area Plan
 4052 Botanical Ave.
Proposed Land Uses

- Residential
- Project Area Boundary
- Buildings
- City Block Number

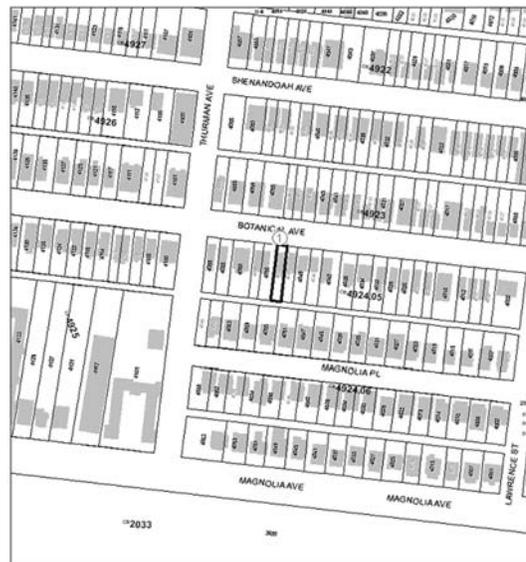
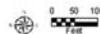


Exhibit D
Project Area Plan
 4052 Botanical Ave.
Project Acquisition Map

- Parcel Number
- Project Area Boundary
- Buildings
- City Block Number



ORDINANCE #69302
Board Bill No. 129

An ordinance approving a Redevelopment Plan for the 3301 Pestalozzi St. ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "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 dated June 26, 2012 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development 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") through the exercise of eminent domain; finding that the property within the Area is unoccupied, but if it should become occupied the Redeveloper shall be responsible for relocating 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 ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen 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.

WHEREAS, by reason of predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute 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, said Area being more fully described in Exhibit "A"; and

WHEREAS, 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, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the development of the above described Area as a land clearance project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for the 3301 Pestalozzi St.," dated June 26, 2012 consisting of a Title Page, a Table of Contents Page, and Eleven (11) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in the Area; 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 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 said general plan; and

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

WHEREAS, the Plan does prescribe 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 of the Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising 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, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 3301 Pestalozzi St. Area.

SECTION TWO. The redevelopment of the above described 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 Blighting Study and Plan for the Area, dated June 26, 2012, ("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 said Plan with the Minutes of this meeting.

SECTION FIVE. The Plan for the Area 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 for the Area, 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 developments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may not acquire any property in the Area by the exercise of eminent domain.

SECTION NINE. The property within the Area is currently unoccupied. If it should become occupied, all eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan for the Area 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") 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 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, all Redevelopers 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 ("MBE's") and Women's Business Enterprises ("WBE's") 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 MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (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 under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor 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 let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. 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 who have 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" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, 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, a Redeveloper 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 single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions:

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

make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the 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 redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by the St. Louis Board of Aldermen 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. Changes which are not substantial are those that do not go to the crux of the Plan.

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 3301 PESTALOZZI ST. AREA
LEGAL DESCRIPTION**

C.B. 1450 W PESTALOZZI
40 FT X 121 FT 11 IN
WILHELMS HOHE ADDN
LOT E-29 TO 31

PARCEL # 1450-04-0100

**ATTACHMENT "B"
Form: 7/10/12**

BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
3301 PESTALOZZI ST. REDEVELOPMENT AREA
PROJECT# 1655
JUNE 26, 2012
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
3301 PESTALOZZI ST. REDEVELOPMENT AREA**

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EXHIBITS

- "A" LEGAL DESCRIPTION
- "B" PROJECT AREA PLAN - EXISTING USES AND CONDITIONS
- "C" PROJECT AREA PLAN - PROPOSED LAND USES
- "D" PROJECT AREA PLAN - ACQUISITION MAP
- "E" EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES
- "F" BLIGHTING REPORT

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT1. DELINEATION OF BOUNDARIES

The 3301 PESTALOZZI ST. Redevelopment Area ("Area") encompasses approximately .09 acres in the Tower Grove East Neighborhood of the City of St. Louis ("City") and is located on the north side of Pestalozzi St. between Louisiana Ave. and Virginia Ave.

The legal description of the Area is attached and labeled Attachment "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 1450.04. 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 10.2 % unemployment rate for the City for the month of April, 2012. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include an unoccupied single-family building.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 17.73 persons per acre.

5. CURRENT ZONING

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

B. PROPOSED DEVELOPMENT AND REGULATIONS1. 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 "B" Two 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 2011) designates it as a Neighborhood Preservation Area (NPA).

3. PROPOSED ZONING

The proposed zoning for the Area is "B" Two Family Dwelling 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 2011). 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

There are no new jobs expected to be created in this Area because of the proposed redevelopment.

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. **Urban Design Objectives**

The property in the Area shall be redeveloped such that it is an attractive residential 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 (1) year of approval of this Plan by City ordinance and completed within approximately two (2) years of approval of this Plan by City ordinance.

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

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer redevelopment of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law. All costs associated with the redevelopment of the Area will be borne by the Redeveloper(s). Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper(s).

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

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

4. RELOCATION ASSISTANCE

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

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges the cooperation of the City to

enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

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

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

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

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

A Redeveloper (s) shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the City Guidelines for Minimum

Utilization of Minority Enterprises, dated January 1, 1981 as may be amended, and the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

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

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

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, 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 3301 PESTALOZZI ST. AREA
LEGAL DESCRIPTION**

C.B. 1450 W PESTALOZZI
40 FT X 121 FT 11 IN
WILHELMS HOHE ADDN
LOT E-29 TO 31

PARCEL # 1450-04-0100

See attached Exhibits B, C & D

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 deteriorated. It drags down the value of surrounding properties and would take significant investment to bring up to code.

The subject property _____ does does not constitute a social liability

If answer is yes, explain: _____

The subject property is _____ is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: The building is subject to fire with inadequate electrical wiring.

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

The subject property is _____ is not detrimental because of lack of air sanitation or open space. If

answer is yes, explain: _____

The subject property is _____ is not detrimental because of high density of population.

If answer is yes, explain: _____

The subject property is _____ is not detrimental because of overcrowding of buildings, overcrowding of

land. If answer is yes, explain: _____

The subject property has _____ has 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: November 27, 2012

ORDINANCE NO. 69302 – EXHIBITS B, C & D



Exhibit B
Project Area Plan
3301 Pestalozzi
Existing Uses and Conditions
Unoccupied Residential, Fair Condition
Project Area Boundary
Buildings
City Block Number



Exhibit C
Project Area Plan
3301 Pestalozzi
Proposed Land Uses
Residential
Project Area Boundary
Buildings
City Block Number



Exhibit D
Project Area Plan
3301 Pestalozzi
Project Acquisition Map
Parcel Number
Project Area Boundary
Buildings
City Block Number