

ORDINANCE #69326
Board Bill No. 189

An ordinance amending Ordinance #66552 approved December 21, 2004, by modifying the terms of the real estate tax abatement in the 4300-04, 4307-27 and 4337-39 John Avenue, 3727 Carter Avenue and 3724-28 W. Florissant Avenue Redevelopment Area authorized by Ordinance #66552.

WHEREAS, Ordinance #66552 approved a Redevelopment Plan for the 4300-04, 4307-27 and 4337-39 John Avenue, 3727 Carter Avenue and 3724-28 W. Florissant Avenue Redevelopment Area ("Area") after finding that the area was blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive).

WHEREAS, Section Fourteen of Ordinance #66552 provides for a 10-year real estate tax abatement; and

WHEREAS, it is now anticipated that much of the property in the area will be redeveloped utilizing Low Income Housing Tax Credits and the City has been authorizing 15 years of tax abatement when projects use these tax credits to minimize rent increases over the 15-year term of the tax credits.

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

SECTION ONE. The second paragraph of Section Fourteen of Ordinance #66552 and the second paragraph of Section F of the Blighting Study and Plan for the 4300-04, 4307-27 and 4337-39 John Avenue, 3727 Carter Avenue and 3724-28 W. Florissant Avenue Redevelopment Area (the "Plan"), Exhibit "B" to Ordinance #66552 is hereby deleted and replaced by the following paragraph:

In lieu of the ten (10) year abatement outlined above, and if a low income tax credit program is implemented to finance any portion of the redevelopment, 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 fifteen (15) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan. If no low income tax credit program has been implemented to finance any portion of the redevelopment, then the redevelopment shall only be eligible to receive tax abatement for a period of up to ten (10) years.

SECTION TWO. The last paragraph of Section Fourteen of Ordinance #66552 and the last paragraph of Section F of the Plan is hereby deleted and replaced by the following two paragraphs:

For the ensuing period of up to five (5) years following the original period stated above, any such corporation shall pay taxes and payments in lieu of taxes as provided above in an amount based upon fifty percent (50%) of the true value of the land and improvements, as determined by the City Assessor. This provision shall only apply if the redevelopment is financed in part by low income tax credit programs. Thereafter any such corporation shall pay the full amount of taxes.

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 fifteen (15) 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 fifteen (15) years after the redevelopment corporation shall have acquired title to the property.

SECTION THREE. The remainder of Section Fourteen and all other sections of Ordinance #66552 and the remainder of Section F of the Plan and all other sections of the Plan shall remain the same as approved on December 21, 2004.

Approved: November 27, 2012

ORDINANCE #63927
Board Bill No. 192

An ordinance pertaining to Preservation Review Districts; amending Ordinances #64832 and #66609, by adding to Exhibit A to define the boundaries of three new Preservation Review Districts pertaining to the same subject matter.

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

SECTION ONE. Ordinance #66609 is hereby amended by adding to Exhibit A to read as follows:

EXHIBIT A ADDITIONS

Preservation Review District 25 beginning at the intersection of the centerlines of Ashland Ave. and Clay Ave., proceeding on such centerlines in a general clockwise direction east along Ashland Ave. to the intersection with Vandeventer Ave., south on Vandeventer Ave. to the intersection with Maffitt Ave., west on Maffitt Ave. to the east edge of the properties facing N. Sarah St., north on the east edge of these properties through City Block 3650 and City Block 3649 to the east-west alley south of Greer Ave., east along said alley to the intersection with Bishop L. Scott Ave., proceeding north along Bishop L. Scott Ave. to the east-west alley north of Labadie Ave., proceeding west on said alley to Clay Ave., and north on Clay to the point of beginning.

Preservation Review District 26

Preservation Review District 26 beginning at the intersection of the centerlines of Euclid and Greer, proceeding on such centerlines in a general clockwise direction to the intersection with Marcus Ave., south on Marcus Ave. to the intersection with St. Louis Ave., west on St. Louis Ave. to the north-south alley in block 5014, south along said alley to Maffitt Ave., and south along the western edge of the lots facing Marcus Ave. on City Block 4478 and on 4477.02 north of the east-west alley, east on said alley to Marcus Ave., south on Marcus Ave. to the intersection of Hammet Pl., west on Hammet Pl. to the west edges of the properties facing Marcus on City Blocks 3781 and 3781, south on those west edges to Cote Brilliante Ave., west on Cote Brilliante Ave. to Euclid Ave., north on Euclid Ave. to the point of beginning.

Preservation Review District 21

The description of Preservation Review District 21 shall be replaced with this description:

Beginning at the point of intersection of Delor St. and Missouri Pacific RR, and Beginning at the intersection of the centerline of Vandeventer Ave. and Ashland Ave., and proceeding along the centerlines in a generally clockwise direction west to Fair Ave., north to Lexington Ave., west to Marcus Ave., north to Palm St., west to Shreve Ave., and proceeding northerly along Shreve Ave to Sacramento Ave, and proceeding westerly along Sacramento Ave to north/south alleyway, and proceeding northerly along such alleyways to Bessie Ave, and proceeding easterly along Bessie Ave to Shreve Ave, and proceeding northerly along Shreve Ave to Anderson Ave, and proceeding westerly along Anderson Ave to north/south alleyway, and proceeding northerly along such alleyways to Carter Ave, and proceeding easterly along Carter Ave to Shreve Ave, to West Florissant Ave., southeast to Interstate 70, east to Adelaide Ave., southwest to Rosalie St., southeast to Carter Ave., west to Fair Ave., south to Penrose St., east to Clay Ave., south to Kossuth Ave., east to Prairie Ave., south along the road through Fairgrounds Park to Vandeventer Ave., and south to the point of beginning.

Approved: November 27, 2012

**ORDINANCE #69328
Board Bill No. 213**

An Ordinance authorizing the execution of a Development Agreement between The City of St. Louis and Lord & Taylor LLC and authorizing reimbursement to Lord & Taylor LLC in accordance therewith; prescribing the form and details of said agreement; making certain findings with respect thereto; authorizing other related actions in connection therewith; and containing a severability clause.

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

WHEREAS, pursuant to Ordinance No. 69021, the City designated a portion of the City a Redevelopment Area and approved that certain "Blighting Study and Plan for the 500 N. Broadway Redevelopment Area" (the "Redevelopment Plan") for that certain property located at 500 N. Broadway in the City (the "Development Area") to alleviate the conditions that qualify it as a "blighted area", as defined in Sections 99.300 to 99.715 of the Revised Statutes of Missouri (2000); and

WHEREAS, Lord & Taylor LLC, a Delaware limited liability company (the "Company"), has proposed to lease space within the Development Area (such space, together with common areas of the building located in the Development Area, being the "Project Area") and add a significant number of new jobs within the Project Area; and

WHEREAS, the Company's agreement to lease space within the Project Area will involve physical improvements to the

Project Area, thereby alleviating or helping to alleviate the conditions that qualify it as a “blighted area”; and

WHEREAS, the City is agreeable to assisting the Company by reimbursing the Company for costs incurred by the Company or its landlord related to the Company’s lease of the Project Area pursuant to a Development Agreement between the Company and the City (the “Development Agreement”); and

WHEREAS, it is hereby found and determined that it is necessary and desirable and in the best interest of the City to enter into the Development Agreement with the Company, and to pay to the Company certain funds in order to provide for the promotion of the general welfare through redevelopment of the Project Area in accordance with the Development Agreement; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Development Agreement attached as Exhibit A hereto and incorporated herein by reference are acceptable and the execution, delivery, and performance by the City and the Company of their respective obligations under the Development Agreement are in the best interests of the City and the health, safety, morals, and welfare of its residents.

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

SECTION ONE. The Board of Aldermen finds and determines that, in order to promote the general welfare, as described above, it is necessary and desirable to enter into the Development Agreement with the Company, which agreement, subject to annual appropriation, pledges certain tax revenues for reimbursement to the Company in the form of a financing allowance to help alleviate the conditions that cause the Development Area to be a “blighted area.”

SECTION TWO. 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 Development Agreement by and between the City and the Company attached hereto as Exhibit A, and the City Register is hereby authorized and directed to attest to the Development Agreement and to affix the seal of the City thereto. The Development Agreement shall be in substantially the form attached, with such changes therein as shall be approved by said Mayor and Comptroller as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

SECTION THREE. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements, or other instruments as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

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

SECTION FIVE. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the Board of Aldermen intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

EXHIBIT A

FORM OF DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT
between
THE CITY OF ST. LOUIS, MISSOURI
and
LORD & TAYLOR LLC

Dated as of

_____, 2012

**500 N. BROADWAY PROJECT
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____, 2012, by and between **THE CITY OF ST. LOUIS, MISSOURI** (the "City"), a city and political subdivision duly organized and existing under its Charter and the Constitution and laws of the State of Missouri, and **LORD & TAYLOR LLC** (the "Company"), a limited liability company duly organized and existing under the laws of the State of Delaware. (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Article I of this Agreement.)

RECITALS

- A. The City is authorized and empowered pursuant to the provisions of Sections 99.300 to 99.715 RSMo. (the "Act") to participate in projects for the redevelopment of blighted areas, as described in the Act.
- B. By Ordinance No. 69021, approved October 28, 2011 (the "Approval Ordinance"), the Board of Aldermen of the City (the "Board of Aldermen") approved that certain "Blighting Study and Plan for the 500 N. Broadway Redevelopment Area" (the "Development Plan") which pertains to all or a portion of the property described in Exhibit A hereto (the "Development Area").
- C. The Company has proposed to lease certain property within the Development Area described on Exhibit B hereto (together with certain common areas, as further described herein, the "Project Area") from 500 Broadway, LLC for use as office space.
- D. The Board of Aldermen has determined, pursuant to Ordinance No. _____, approved _____, 2012 (the "Authorizing Ordinance") that the Company's lease of the Project Area, and the Company's agreement to make payments in furtherance thereof, will enable and require the owner of the Project Area to make improvements to the Project Area (the "Project"), which improvements will contribute to the redevelopment of the Development Area and the remediation of certain blighting conditions described in the Development Plan.
- E. The Project is part of a project approved by the Land Clearance for Redevelopment Authority of the City of St. Louis on _____, 2012.

AGREEMENT

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

Section 1.1 Definitions. In addition to other defined words and terms set forth herein, as used in this Agreement, the following words and terms shall have the following meanings:

"Act" has the meaning given to such term in the Recitals hereto.

"Affiliates" means (a) any entity related to the Company by one of the relationships described in Section 267(b), Section 707(b)(1)(A) or Section 707(b)(1)(B) of the Internal Revenue Code of 1986, as amended or (b) the surviving or acquiring entity in connection with any merger of the Company or sale of all or substantially all of its assets; when used in the singular, this term shall refer to any Affiliate.

"Agreement" means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

"Approval Ordinance" shall have the meaning given to such term in the Recitals hereto.

“*Authorizing Ordinance*” shall have the meaning given to such term in the Recitals hereto.

“*Base EP Revenues*” means all EP Revenues collected by the City during the calendar year 2011, provided, that, for the purpose of calculating the Financing Allowance to be paid in 2015 (calculated for calendar year 2014), the Base EP Revenues for 2011 shall be increased by two percent (2%) over the EP Revenues for 2011, and for the purpose of calculating the Financing Allowance for each year thereafter, the amount of Base EP Revenues shall be increased by two percent (2%) for each subsequent year through calendar year 2020.

“*Board of Aldermen*” has the meaning given to such term in the Recitals hereto.

“*Certificate of Substantial Completion*” means a document substantially in the form of **Exhibit D**, attached hereto and incorporated herein by reference, issued by the Company to the City in accordance with **Section 6.4** of this Agreement, which, upon approval by SLDC, will evidence substantial completion of the Project, in accordance with the Project Specifications and this Agreement.

“*City*” means The City of St. Louis, Missouri, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri.

“*Closing Date*” means a date specified by the Company in writing to the City at least fifteen (15) days in advance of such date (which advance notice may be waived by SLDC), provided that in no event shall such date be later than three hundred sixty (360) days from the date of this Agreement.

“*Collector*” means the Collector of Revenue of The City of St. Louis, Missouri.

“*Company*” shall have the meaning set forth in the Recitals hereto, together with its permitted successors or assigns in interest.

“*Company Jobs*” means full-time equivalent positions with the Company or an Affiliate of not less than 35 hours per week assigned to the Project Area, offering standard employee benefits, which have an average annual wage (actual monetary compensation only, not benefits) of at least \$50,000.

“*Company Lease*” means that certain Lease Agreement between Landlord and the Company (as tenant thereunder) dated August 17, 2007, as amended by that certain First Amendment to Lease dated August 24, 2012.

“*Development Area*” has the meaning given to such term in the Recitals hereto.

“*Development Plan*” has the meaning given to such term in the Recitals hereto.

“*Eligible Project Costs*” means any costs incurred (or caused to be incurred) by (a) the Company, (b) any of the Company’s Affiliates or (c) if pursuant to the Company Lease, the Landlord, which costs are incurred in connection with or which are reasonable and necessary in furtherance of the rehabilitation or redevelopment of the Project Area as provided in the Company Lease. By way of example only, and not by way of limitation, such costs shall include (1) costs of studies, surveys, plans, reports, tests, specifications or other forms of due diligence relating to the Project Area, (2) professional services costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services, (3) costs of rehabilitation, reconstruction, buildout, repair or remodeling of existing buildings, structures and fixtures, and (4) a portion (equal to the percentage of common area maintenance costs allocated to the Company under the Company Lease) of any of the categories of costs enumerated in (1) through (3) above that are related to improvements to common areas within the Development Area.

“*EP Revenues*” means, for each calendar year, the sum of: (a) all revenue attributable to employees of the Company and the Affiliates from the tax imposed by the City pursuant to Sections 5.22.010 through 5.22.140 of the Revised Code of the City (and any similar or successor tax or taxes) on salaries, wages, commissions, and other compensation, as indicated on the quarterly payroll tax reports (Form W-10), if any, filed by the Company and the Affiliates with the Collector of Revenue of the City, with respect to the calendar year in question; and (b) all revenue attributable to employees of the Company and the Affiliates from the tax imposed by the City pursuant to Sections 5.23.010 to 5.23.140 of the Revised Code of the City (and any similar or successor tax or taxes) on every person who, in connection with his or her business, engages, hires, employs, or contracts with one or more individuals as an employee, to perform work or render services in whole or in part within the City, as indicated on the quarterly payroll report (Form P-10), if any, filed by the Company and the Affiliates with the Collector, with respect to the calendar year in question.

“*Event of Non-Appropriation*” shall have the meaning set forth in **Section 6.5**.

“*Financing Allowance*” means an amount, determined annually during the term of this Agreement, up to the Maximum Financing Amount, which amount is equal to fifty percent (50%) of the difference between: (x) the EP Revenues for the preceding year and (y) the Base EP Revenues for such preceding year. If the calculation of the Financing Allowance results in a negative number, the Financing Allowance shall be zero for such year. The Financing Allowance payable for each year shall be determined on or before March 1 of such year (based upon the preceding year’s EP Revenues and Base EP Revenues) beginning in 2014 (calculated for calendar year 2013), and continuing through 2023 (calculated for calendar year 2022).

“*Financing Allowance Notice*” means a notice submitted in writing by the Company to the City (at the address set forth in **Section 10.4** hereof) after March 1 of each calendar year beginning in 2014 (covering calendar year 2013) and ending 2023 (covering calendar year 2022), which notice shall contain the following:

- (a) A certification by a responsible officer of the Company of the number of Company Jobs located in the Project Area as of December 31 of the prior calendar year or, in lieu of such certification, a copy of the Company’s Missouri Quality Jobs Program Annual Report/Application for Tax Benefits for the prior calendar year;
- (b) A statement that the Financing Allowance for such year is then due and payable;
- (c) A statement of the total amount of the Maximum Financing Amount for such year, including evidence to the City’s reasonable satisfaction that the Eligible Project Costs associated with the Maximum Financing Amount have been incurred and are proper under this Agreement; and
- (d) Wire or other instructions for the payment of the Financing Allowance by the City in federally available funds.

“*Governmental Approvals*” means all necessary permits, licenses and approvals including, but not limited to, plat approvals, re-zoning changes, site plan approvals, conditional use permits, licenses, variances, vacations, building permits, or other subdivision, zoning, or similar approvals from local, state and federal authorities and agencies required for the implementation of the Project and consistent with this Agreement.

“*Landlord*” means the owner of the Project Area, which as of the date of this Agreement is 500 Broadway, LLC, a Missouri limited liability company, or any of its successors or assigns.

“*Maximum Financing Amount*” means the amount of Eligible Project Costs previously incurred as of the date of any Financing Allowance Notice, which Eligible Project Costs have not been previously reimbursed by the City through the payment of the Financing Allowance pursuant to this Agreement.

“*Project*” shall have the meaning set forth in the Recitals hereto.

“*Project Area*” shall have the meaning given to such term in the Recitals hereto, which Project Area consists of a portion of the Development Area.

“*Project Specifications*” means those specifications relating to the renovation and rehabilitation of the Project Area, which specifications are on file with SLDC as of the date of this Agreement and as may be amended from time to time with (if such amendment constitutes a “material amendment” as described below) the approval of SLDC, which approval shall not be unreasonably withheld; provided that if any amendments are not approved or disapproved in writing within fifteen (15) days of their submittal to SLDC, such changes shall be deemed approved. Notwithstanding the foregoing, the approval of Project Specifications by SLDC shall not be deemed to replace or suffice for any approval under or compliance with applicable laws, codes, ordinances or regulations. For the purposes of this definition, the term “material amendment” means an amendment which would decrease the total leasable area leased by the Company by more than ten percent (10%) from that shown in the existing Project Specifications.

“SLDC” means the St. Louis Development Corporation, a Missouri non-profit corporation and the agent of the City hereunder.

“*Work*” means all work necessary to cause the renovation of the Project Area for use as commercial office space by the Company or an affiliate and/or the renovation of common areas within the Project Area, as described in the Project Specifications.

“*500 N. Broadway Financing Allowance Account*” shall have the meaning set forth in **Section 6.5**.

Section 1.2 Rules of Construction.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, 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. The term "including" shall not be interpreted to exclude any items not specifically enumerated. All references in this Agreement to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision unless the context indicates otherwise.

(b) The headings and captions in this Agreement are not a part of this Agreement.

(c) Accounting terms used in this Agreement and not otherwise defined herein have the meanings given to them by generally accepted accounting principles.

(d) The Exhibits to this Agreement are included in and are a part of this Agreement.

(e) References herein to any particular section of the Act, any other legislation or federal or State regulations shall be deemed to refer also to any successor section thereto or to redesignations thereof for codification purposes, unless otherwise specifically provided herein.

ARTICLE II. NATURE OF PROJECT

Section 2.1 Public Purpose. The City hereby acknowledges that the Company's agreement to lease space within the Project Area pursuant to the Company Lease will contribute to or cause the completion of the Project and the remediation of certain conditions that cause the Development Area to be designated as a "blighted area." As a result, the City acknowledges the public purpose served by the Company Lease.

Section 2.2 Company to Advance Costs. The Company agrees to lease the Project Area and to require the Landlord to complete or cause the completion of the Work. The Company shall, concurrently with the execution of this Agreement, reimburse the City for all of its reasonable outside consultant costs, including reasonable attorneys' fees, incurred in connection with this Agreement, up to and including the date of execution of this Agreement.

ARTICLE III. REPRESENTATION AND WARRANTIES

Section 3.1 Company. The Company represents, warrants and covenants that as of the date of this Agreement:

(a) The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of Missouri.

(b) The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement and the transactions contemplated herein.

(c) The execution, delivery and performance by the Company of this Agreement have been duly authorized by all necessary action, and, to the best of the Company's knowledge, constitute the legal, valid and binding obligation of the Company, enforceable in accordance with the terms hereof.

(d) To the best of the Company's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company that would impair its ability to perform under this Agreement.

Section 3.2 City. The City represents, warrants and covenants that as of the date of this Agreement:

(a) The City is a constitutional charter city duly organized and validly existing under its charter and the laws of the State of Missouri.

(b) The execution, delivery and performance by the City of this Agreement has been duly authorized by all necessary City actions and this Agreement and, to the best of the City's knowledge, constitutes the legal, valid and binding obligation of the City, enforceable in accordance with the terms hereof.

(c) The City has the right, power and authority to enter into, execute, deliver and perform this Agreement.

(d) To the best of the City's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the City that would impair its ability to perform under this Agreement.

(e) The construction and equipping of the Project (and the Company Lease, which is reasonably expected to assist in such activities) is related to and in furtherance of the public purposes of the City pursuant to the Approval Ordinance and the Development Plan.

ARTICLE IV. ACQUISITION AND RENOVATION OF PROJECT AREA

Section 4.1 Leasehold Interest in Project Area. The Company or an Affiliate has acquired or shall, on or before the Closing Date, acquire a leasehold interest in the Project Area for a term continuing at least through August 31, 2023 (subject to any rights of the Company to extend, terminate or cancel the same). The City's remedies for the Company's failure under this **Section 4.1** shall be limited to the termination of this Agreement pursuant to **Section 7.1**, which termination shall be without further recourse to the Company.

Section 4.2 Financing Allowance.

(a) After March 1 of each calendar year beginning in 2014 (covering calendar year 2013) and ending in 2023 (covering calendar year 2022), the Company shall deliver to the City the Financing Allowance Notice. Upon receipt of each Financing Allowance Notice, the City shall, subject to annual appropriation as described in this Agreement, pay to the Company the Financing Allowance for such year, as described in this Agreement, in accordance with the payment instructions described in the Financing Allowance Notice.

(b) Notwithstanding anything to the contrary contained herein and beginning with the Financing Allowance Notice to be received by the City after March 1, 2015, the Financing Allowance payable pursuant to (a) above for a specific calendar year shall be reduced as follows:

(1) If the number of Company Jobs shown in the Financing Allowance Notice is less than 150, but at least 100, the total Financing Allowance that would otherwise be due for such year shall be reduced by 1% for every Company Job below 150. (For example, if the Financing Allowance otherwise due for a specific year was \$100,000, but the Financing Allowance Notice only certified 140 Company Jobs at the Project Site, the Financing Allowance actually due would equal $\$100,000 - (\$100,000 \times 10\%) = \$90,000$.)

(2) If the number of Company Jobs shown in the Financing Allowance Notice is less than 100, no Financing Allowance shall be paid.

Such reductions in the Financing Allowance shall only apply to the applicable year of the Financing Allowance Notice. If Financing Allowance Notices for subsequent years show that at least 150 Company Jobs are present in the Project Area, the Company shall, subject to annual appropriation by the City, receive the full Financing Allowance contemplated by (a) above for that year even if it received a reduced Financing Allowance pursuant to this subsection in a prior year.

Section 4.3 Reserved.

Section 4.4 Cooperation. The City agrees to timely consider and process and to reasonably cooperate with the Company with respect to any and all Governmental Approvals necessary for the Company to perform its obligations under this Agreement. The Company agrees to (a) conform to all federal, state and local rules, regulations, codes, statutes and ordinances applicable to performance by the Company under this Agreement and (b) provide any information reasonably requested by the City to verify the number of Company Jobs and to calculate the Financing Allowance in a timely manner.

ARTICLE V. RESERVED

ARTICLE VI. DEVELOPMENT OF PROJECT

Section 6.1 Records. Financial records, supporting documents, statistical records and all other records pertinent to any activity under this Agreement shall be retained by the Company until August 31, 2023. Until such date, SLDC, as agent of the City, shall have reasonable access to any documents, books, papers, and records of the Company which are directly pertinent to this Agreement for the purpose of making an audit or examination of such records and documents. Notwithstanding the foregoing, SDLC shall only have such right of access once annually, and such access shall be subject to the following conditions: (a) SLDC must

provide seven (7) days advance request to the Company, and (b) in the course of such audit or examination, SLDC shall be accompanied by a representative of the Company at all times.

Section 6.2 Conflicts of Interest. The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflicts of interest. Additionally, but not in limitation of the foregoing, no member of the Board of Aldermen or any branch of government of the City who has any power of review or approval of any of the undertakings contemplated herein, shall participate in any decisions relating thereto which affect his or her personal interests or the interests of any corporation or partnership in which he or she is directly or indirectly interested. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor participate in any decisions relating thereto which affect his or her personal interests or the interests of any corporation or partnership in which he or she is directly or indirectly interested. Any member, official or employee of the City now having or subsequently acquiring any personal interest, direct or indirect, or now having or subsequently acquiring any interest in any corporation, partnership or association which has any interest, in the Project, or in any contract or proposed contract in connection with the redevelopment, rehabilitation or financing of the Project, shall immediately disclose, in writing to the Board of Aldermen, the nature of such interest and seek a determination with respect to such interest by the Board of Aldermen of and in the meantime shall not participate in any actions or discussions relating to the Project.

Section 6.3 Reserved.

Section 6.4 Completion of Project. The Company shall cause the Landlord to cause the Work to be substantially complete no later than December 31, 2017. Upon substantial completion, the Company shall submit or cause to be submitted a Certificate of Substantial Completion for such Work substantially in the form of Exhibit D hereto, certifying that such Work has been completed. Upon receipt of a Certificate of Substantial Completion, if SLDC finds that such Work has been completed in accordance with the Project Specifications, then SLDC (on behalf of the City) shall acknowledge its approval of the Certificate of Substantial Completion by signing and delivering such Certificate to the Company. Said Certificate may, at the Company's discretion, be recorded in the Office of the Recorder of Deeds of the City.

Section 6.5 Covenant to Appropriate. The City hereby agrees to create an account, to be titled the "500 N. Broadway Financing Allowance Account," into which the City will deposit an amount equal to the Financing Allowance for each year. The City agrees that it will comply with the Charter of The City of St. Louis, Article XVI, Section 3 for each fiscal year through the fiscal year including March 1, 2023, and the City will request an appropriation from the 500 N. Broadway Financing Allowance Account in each such year in the amount of the Financing Allowance for such year. If the City adopts a budget for a fiscal year that does not include an appropriation equal to the Financing Allowance from the 500 N. Broadway Financing Allowance Account, the same shall constitute an "Event of Non-Appropriation." Should an Event of Non-Appropriation occur, the City shall immediately post a notice of such Event of Non-Appropriation on the EMMA system maintained by the Municipal Securities Rulemaking Board (or if EMMA has been discontinued, a successor repository for similar information regarding municipal securities). If the City fails to give notice in accordance with the provisions of this Section within thirty (30) days following the occurrence of an Event of Non-Appropriation, then the Company shall have all rights set forth in Section 7.3 of this Agreement, including but not limited to the right to specific performance to cause the City to give such notice.

ARTICLE VII. TERMINATION, BREACH AND CURE

Section 7.1 Breach. In the event of any breach by the Company of any provision, covenant, agreement, restriction, or regulation contained in this Agreement, the Company shall have thirty (30) days after receipt of written notice of such breach from the City to cure same; provided, however, if said breach is non-monetary and cannot be cured within thirty (30) days and the Company has undertaken the curing of said breach within thirty (30) days and continues thereafter to diligently pursue the same, then the Company shall have one hundred and eighty (180) days to cure the same. If any breach of this Agreement remains uncured after the pertinent cure period, the City may terminate this Agreement and terminate any and all rights granted by the City relating to the Project. The Company further agrees that the City shall have the right and power to institute and prosecute proceedings to enjoin the threatened or attempted violation of any covenant, agreement, restriction or regulation contained herein, provided that such right shall be subject to the Company's right to notice and an opportunity to cure as set forth in this Section.

Section 7.2 City's Remedies. Notwithstanding any provision herein to the contrary, if (a) the default or breach involves the non-payment by the Company of any moneys due hereunder, the City, in its sole discretion and after satisfaction or expiration of all applicable notice and cure periods, may bring an action for specific performance or terminate this Agreement as provided in **Section 7.1** or (b) the default or breach does not involve a non-payment by the Company of any moneys due hereunder, the City's sole remedy for the Company's default or breach shall be the City's right of termination of this Agreement pursuant to **Section 7.1**. Any termination pursuant to this Section shall be without further recourse against the Company.

Section 7.3 Company's Remedies. In the event of a breach or default by the City under this Agreement, except as expressly

limited herein, the Company shall have all rights and remedies to which it would otherwise be entitled at law or equity.

Section 7.4 Company's Right to Terminate. At any time following the date hereof, the Company may, in its sole and unfettered discretion, terminate this Agreement, in which event neither party shall have any obligation to the other, except the Company's obligation to reimburse the City for outside consultant costs, including reasonable attorneys' fees pursuant to **Section 2.2**. In the event of such termination, the City shall not be entitled to recovery or return of any previously paid Financing Allowances, but the City shall have no requirement to pay any future Financing Allowances.

ARTICLE VIII. INDEMNIFICATION

Section 8.1 Indemnification. The Company, its successors and assigns, shall forever indemnify, defend and hold harmless the City and SLDC and their respective officials, directors, officers, employees and agents, and successors and assigns (collectively, the "Indemnified Persons"), from and against all harms, including, without limitation, damages, punitive damages, liabilities, losses, demands, claims, cost recovery actions, lawsuits, administrative proceedings, orders, response costs, compliance costs, investigation expenses, consultant fees, attorneys fees, paralegal fees and litigation expenses, arising from or in connection with the exercise of any Indemnified Person's performance of their respective obligations under this Agreement. The Company, and its successors or assigns, shall pay all costs and expenses incurred by the Indemnified Persons to enforce the provisions of this indemnification. Notwithstanding anything to the contrary, the indemnification provided in this Section shall not apply to any claim, demand, cost, liability, damage or expense arising from the gross negligence or willful misconduct of an Indemnified Person. The Company may control or direct the handling of litigation necessary to defend the Indemnified Persons and to ensure that the Indemnified Persons are held harmless, if (a) the Company uses counsel agreeable to the Indemnified Persons, as applicable, (b) such counsel consults with the Indemnified Persons, as applicable, throughout the course of any such action and (c) the Company pays all reasonable and necessary costs incurred by the Indemnified Persons in connection with such action. The obligations of the Company under this indemnification shall survive the termination of this Agreement and shall remain in force beyond the expiration of any applicable statute of limitations and the full performance of the Company's obligations hereunder.

ARTICLE IX. SUCCESSORS AND ASSIGNS

Section 9.1 Binding Agreement. 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 9.2 Company's Right to Assignment. Without limiting the generality of the foregoing, all or any part of the Project Area or any interest therein may, without the City's prior consent, be sold, transferred, encumbered, leased, or otherwise disposed of at any time to any Affiliate or Affiliates, and the rights of the Company named herein or any successors in interest under this Agreement or any part hereof may be assigned to any Affiliate or Affiliates at any time before, during or after development of the Project Area, whereupon the party disposing of its interest in the Project Area or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement pertaining to the Project Area. Except as provided above or in the Equipment Lease, no other interest in this Agreement, the Project Area or the Project Equipment may be assigned without the consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE X. MISCELLANEOUS

Section 10.1 Exclusive Benefit. Any obligation imposed on the Company hereunder is exclusively for the benefit of the City. No person or entity other than the City shall have standing to require satisfaction of any of the obligations contained in this Agreement or be entitled to assume that the City will require strict compliance of any of the terms contained herein.

Section 10.2 No Personal Liability. No member, official, or employee of the City or of the Company shall be personally liable to the other party or any successor in interest or assign of the other party, in the event of any default or breach by such party, successor or assign of any of the obligations of this Agreement.

Section 10.3 SLDC. The City hereby appoints SLDC as its agent for the purposes of approving amendments to the Project Specifications, carrying out inspections and performing any other administrative functions in accordance with this Agreement, and SLDC, by its execution of this Agreement, acknowledges its obligation to perform such functions and agrees to be bound hereby for the benefit of the parties to this Agreement.

Section 10.4 Notices. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) In case of the Company, is addressed to or delivered to:

Lord & Taylor LLC
424 5th Avenue
New York, NY 10018
Attn: General Counsel

with a copy to:
Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attn: Jonathan W. Giokas

- (b) In case of the City, is addressed to or delivered to:

The City of St. Louis
Office of the Mayor
City Hall, Room 200
1200 Market Street
St. Louis, Missouri 63103

and:

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

with a copy to:

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
Attn: Thomas J. Ray

and:

St. Louis Development Corporation
1520 Market Street, Suite 2000
St. Louis, Missouri 63103
Attn: Rodney Crim, Executive Director

with a copy to:

St. Louis Development Corporation
1520 Market Street, Suite 2000
St. Louis, Missouri 63103
Attn: Compliance Officer

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

Section 10.5 Federal Work Authorization Program. Simultaneously with the execution of this Agreement, the Company shall provide the City with an affidavit and documentation meeting the requirements of Section 285.530, RSMo.

Section 10.6 Captions. The captioned headings in this Agreement are solely for the convenience of the parties hereto and are not a part hereof and do not in any way limit or amplify the terms or provisions contained herein nor do they extend any substantive rights hereunder to any party.

Section 10.7 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument.

Section 10.8 Severability. In the event any clause, covenant, paragraph or provision herein shall be declared fully or partially invalid or unenforceable, the remaining clauses, covenants, paragraphs and provisions shall remain enforceable and valid to the fullest extent allowed by law.

Section 10.9 City’s Right to Access. The Company shall at all reasonable times (with fourteen (14) days prior written notice) allow the representative of SLDC, on behalf of the City, access to the Project Area for any purpose related to this Agreement, which SLDC deems necessary, including, but not limited to, inspection of all work being performed in connection with the rehabilitation and/or construction of improvements thereon. In the event of any inspection, the Company shall have the right at all times to accompany SLDC.

Section 10.10 Non-Discrimination. The Company agrees, to the extent permitted by law, to adhere to “Equal Opportunity and Non-Discrimination Guidelines” attached as Exhibit C to this Agreement (the “Guidelines”).

Section 10.11 Waiver of Jury Trial. To the extent not prohibited by applicable law, each of the parties hereto knowingly, voluntarily and intentionally waives any right to trial by jury of any claim, demand, action or cause of action based upon or arising under this Agreement or any of the documents attached hereto, or in any way connected with or related or incidental to the discussions, dealings or actions of the parties to this Agreement, whether now existing or hereafter arising, at law or in equity, including, without limitation, contract claims, tort claims, breach of duty claims and all other common law or statutory claims. Each of the Company and the City hereby consents and agrees that any such claim, demand, action or cause of action shall be decided by a trial court without a jury, and that either party to this Agreement may file an original counterpart or a copy hereof with any court as written evidence of the consent of the Company and the City to the waiver of its right to trial by jury. The Company and the City each acknowledges and agrees that it has received full and sufficient consideration for this provision and that this provision is a material inducement for the other entering into this Agreement.

Section 10.12 Choice of Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Missouri applicable to contracts performed wholly therein without reference to its conflict of laws principles.

Section 10.13 Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no other agreements or representations other than those contained in this Agreement or specifically referenced herein. This Agreement may not be amended, modified or waived orally, but only by a writing signed by the party against whom enforcement of such amendment, modification or waiver is sought.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto, in consideration of the mutual covenants set forth herein and intending to be legally bound, have caused this Development Agreement to be executed and delivered as of the date first written above.

“CITY”

THE CITY OF ST. LOUIS, MISSOURI, a city and political subdivision of the State of Missouri

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

(SEAL)

Parrie May, City Register

Approved as to form:

Patricia A. Hageman, City Counselor

“COMPANY”

LORD & TAYLOR LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned has executed this Development Agreement and acknowledges and accepts its responsibilities and obligations thereunder, which are being undertaken for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

“SLDC”

ST. LOUIS DEVELOPMENT CORP., a Missouri non-profit corporation

By: _____
Rodney Crim, Executive Director

**EXHIBIT A
Description of Development Area**

The “Redevelopment Area” or “Area” as described in Ordinance No. 69021 of The City of St. Louis, Missouri.

**EXHIBIT B
Description of Project Area**

The “Project Area” consists of the 10th, 11th, and 12th floors (numbered as Suites 1000, 1100, and 1200, respectively) of the building located within the Development Area and all common areas within the building located within the Development Area.

**EXHIBIT C
Equal Opportunity and Non-Discrimination Guidelines**

In any contract for Work, the Company, its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination laws (the “Nondiscrimination Laws”). Moreover, the Company shall contractually require its contractors and subcontractors to comply with the Nondiscrimination Laws.

The Company 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 Company 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 Company 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 Company, 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 City and the United States of America, as their interests may appear in the project.

The Company shall fully comply (and ensure compliance by “anchor tenants”) with the provisions of St. Louis City Ordinance #60275, which is codified at Chapter 3.90 of the Revised Ordinances of The City of St. Louis.

The Company shall enter into a Memorandum of Understanding with the St. Louis Agency on Training and Employment (SLATE), which Memorandum of Understanding shall allow for SLATE to refer qualified candidates for non-entry level positions to the Company for further consideration and for the Company to cooperate with SLATE to post job opportunities with SLATE and to participate in certain outreach events, including, but not limited to, job fairs and workshops.

**EXHIBIT D
Form of Certificate of Substantial Completion**

The undersigned, Lord & Taylor LLC (the "Company"), pursuant to that certain Development Agreement dated as of _____ between The City of St. Louis (the "City") and Company (the "Agreement") hereby certifies to the City, acting by and through the St. Louis Development Corporation ("SLDC") as follows:

1. That as of _____, _____, the construction of the Work (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. That the Work with respect to the Project has been substantially completed or caused to have been completed pursuant to the Agreement.
3. The Work has been performed in a workmanlike manner and substantially in accordance with the Project Specifications (as defined in the Agreement).
4. This Certificate of Substantial Completion is being issued by the Company to the SLDC in accordance with the Agreement to evidence the Company's satisfaction of all material construction obligations and covenants with respect to such Work.
5. The acceptance (below) or the failure of the SLDC to object in writing to this Certificate within fifteen (15) business days of the date of delivery of this Certificate to the SLDC (which written objection, if any, must be delivered to the Company prior to the end of such fifteen (15) days) shall evidence the satisfaction of the Company's agreements and covenants to perform said Work.

Upon such acceptance by the SLDC, the Company may record this Certificate in the office of the City's Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20__.

LORD & TAYLOR LLC

By: _____
Name: _____
Title: _____

ACCEPTED:

ST. LOUIS DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

(Insert Notary Form(s) and Legal Description)

Approved: November 27, 2012

**ORDINANCE #69329
Board Bill No. 249
Committee Substitute**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in 1. A 25' wide north/south alley in City block 1740 bounded by Salisbury, N. Florissant, Mallinckrodt and 22nd. 2. Destrehan from 23rd to 22nd. 3. Destrehan from N. Florissant west to alley in City Block 1741. 4. Destrehan from 22nd east to alley in City Block 1741 in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation; containing an emergency clause.

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

SECTION ONE: The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being a portion of an alley (25' W.) located in Township 45 North, Range 7 east, City of St. Louis, Missouri, City block 1740 and being more particularly described as follows:

Commencing at the intersection of the west right-of-way line of N. Florissant (60'W.) Avenue and the north right-of-way line of Mallinckrodt (60'W.) Street; thence along the north right-of-way line of Mallinckrodt (60'W.) Street south 68 degrees, 35 minutes, 49 seconds west a distance of 130.20 feet to a point in the east right-of-way line of an alley (25'W.) said point being the Point of Beginning of the herein described tract; thence continuing along the north right-of-way line of Mallinckrodt (60'W.) Street south 68 degrees, 35 minutes, 49 seconds west a distance of 25.00 feet to a point; thence leaving said north right-of-way line of Mallinckrodt (60'W.) Street and along the west line of an alley (25'W.) north 21 degrees, 12 minutes, 04 seconds west a distance of 119.83 feet to a point in the south line of an alley (15'W.); thence along said alley (15'W.) north 68 degrees, 36 minutes, 36 seconds east a distance of 25.00 feet to a point in the east line of the aforementioned alley (25'W.); thence leaving said alley (15'W.) south 21 degrees, 12 minutes, 04 seconds east a distance of 119.82 feet to a point in the north right-of-way line of Mallinckrodt (60'W.) Street said point being the Point of Beginning with said tract containing 2,995 square feet, or 0.068 acres, and being subject to deeds, easements, and restrictions of record.

A tract of land being a portion of Destrehan (Variable Width) Street located in Township 45 North, Range 7 east, City of St. Louis, Missouri, City Block 1742 and being more particularly described as follows:

Beginning at the intersection of the east right-of-way line of 23rd (50'W) Street and the north right-of-way line of Palm (100W) Street; thence along the east right-of-way line of said 23rd (50'W) Street north 21 degrees, 02 minutes, 30 seconds west a distance of 45.63 feet to a point; thence leaving said east right-of-way line of 23rd (50'W) Street and along the north right-of-way line of Destrehan (Variable Width) Street north 68 degrees, 35 minutes, 49 seconds east a distance of 51.35 feet to a point; thence continuing along the north right-of-way line of said Destrehan (Variable Width) Street north 47 degrees, 58 minutes, 34 seconds east a distance of 32.30 feet to a point; thence continuing along said north right-of-way line of Destrehan (Variable Width) Street north 59 degrees, 49 minutes, 43 seconds east a distance of 49.44 feet to a point in the east right-of-way line of 22nd (50'W) Street; thence leaving said north right-of-way line of Destrehan (Variable Width) Street and along the west right-of-way line of said 22nd (50'W.) Street south 21 degrees, 10 minutes, 25 seconds east a distance of 59.85 feet to a point; thence leaving said west right-of-way line of said 22nd (50'W) Street and along the south right-of-way line of Destrehan (Variable Width) Street south 58 degrees, 58 minutes, 06 seconds west a distance of 33.34 feet to a point; thence continuing along said south right-of-way line of Destrehan (Variable Width) Street south 47 degrees, 38 minutes, 23 seconds west a distance of 68.04 feet to a point in the north right-of-way line of Palm (100'W) Street; thence along the north right-of-way line of Palm (100'W) Street north 74 degrees, 54 minutes, 23 seconds west a distance of 42.40 feet to the point of beginning and containing 8,059 square feet, or 0.185 acres and being subject to deeds, easements and restrictions of record.

A tract of land being a portion of Destrehan (Variable Width) Street located in Township 45 North, Range 7 east, City of St. Louis, Missouri, City Block 1741 and being more particularly described as follows:

Commencing at the intersection of the west right-of-way line of N. Florissant and the north right-of-way line of Palm (100'w) Street; thence along the west right-of-way line of N. Florissant (60'W) Avenue north 21 degrees, 12 minutes, 04 seconds west a distance of 362.29 feet to the Point of Beginning of the described tract; thence leaving said west right-of-way line of N. Florissant (60'W) Avenue, and along the south right-of-way line of Destrehan (Variable width) Street along a broken back curve to the left with the following curve elements: a radius of 300.84 feet, an arc length of 16.55 feet, a chord bearing of south 88 degrees, 49 minutes, 26 seconds west and a chord distance of 16.55 feet to point; thence continuing along said south right-of-way line of Destrehan (Variable Width) Street south 68 degrees, 35 minutes, 49 seconds west a distance of 114.65 feet to a point being the intersection of the south right-of-way line of Destrehan (Variable Width) Street and the east line of an alley (25'W); thence along the east line of said alley (25'W) north 21 degrees, 12 minutes, 04 seconds west a distance of 83.79 feet to a point; thence leaving said east right-of-way line of an alley (25'W) and along the north right-of-way line of Destrehan (Variable Width) Street north 68 degrees, 35 minutes, 49 seconds east a distance of 110.00 feet to a point; thence continuing along said north right-of-way line of Destrehan (Variable Width) Street north 42 degrees, 37 minutes, 44 seconds east a distance of 22.51 feet to a point in the west right-of-way line of N. Florissant (60'W) Avenue; thence along the west right-of-way line of N. Florissant (60'W) Avenue south 21 degrees, 12 minutes, 04 seconds east a distance of 99.37 feet to the Point of Beginning

and containing 11,054 square feet, or 0.254 acres, and being subject to deeds, easements and restrictions of record.

A tract of land being a portion of Destrehan (Variable Width) Street located in Township 45 North, Range 7 east, City of St. Louis, Missouri, City Block 1741 and being more particularly described as follows:

Commencing at the intersection of the east right-of-way line of 22nd (50'W) Street and the north right-of-way line of Palm (100'W) Street; thence along the east right-of-way line of 22nd (50'W) Street north 21 degrees, 10 minutes, 25 seconds west a distance of 144.18 feet to the Point of Beginning of the herein described tract; thence along the east right-of-way line of said 22nd (50'W) Street north 21 degrees, 10 minutes, 25 seconds west a distance of 81.56 feet to a point; thence leaving the said east right-of-way line of 22nd (50'W) Street and along said north right-of-way line of Destrehan (Variable Width) Street north 68 degrees, 35 minutes, 49 seconds east a distance of 127.43 feet to a point; thence continuing along said north right-of-way line of Destrehan (Variable Width) Street along a curve to the left having the following curve elements: a radius of 360.00 feet, and arc length of 7.82 feet, a chord bearing of north 61 degrees, 02 minutes, 24 seconds east and a chord distance of 7.82 feet to a point being in the west line of an alley (25'W); thence leaving said north right-of-way line of Destrehan (Variable Width) Street and along the west right-of-way line of said alley (25'W) south 21 degrees, 12 minutes, 04 seconds east a distance of 82.59 feet to a point in the south right-of-way line of Destrehan (Variable Width) Street; thence along said south right-of-way line of Destrehan (Variable Width) Street south 68 degrees, 35 minutes, 49 seconds west a distance 135.21 feet to the point of beginning and containing 11,030 square feet, or 0.253 acres, and being subject to deeds, easements and restrictions of record.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Petitioner is Better Living Communities. Vacated areas will be used for residential development.

SECTION THREE: All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated streets and alley reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

SECTION FOUR: The owners of the land may, at their election and expense remove the surface pavement of said so vacated streets and alley provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

SECTION FIVE: The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without a 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service.

SECTION SEVEN: The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

SECTION NINE: This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements, if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.

- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

SECTION TEN: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions prior to or within 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

SECTION ELEVEN. 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 27, 2012

ORDINANCE #69330
Board Bill No. 199

An Ordinance recommended by the Planning Commission on October 10, 2012, to change the zoning of property as indicated on the District Map, from "F" Neighborhood Commercial District to the "G" Local Commercial and Office District in City Block 4591.04 (5924 Clayton), so as to include the described parcel of land in City Block 4591.04; and containing an emergency clause.

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

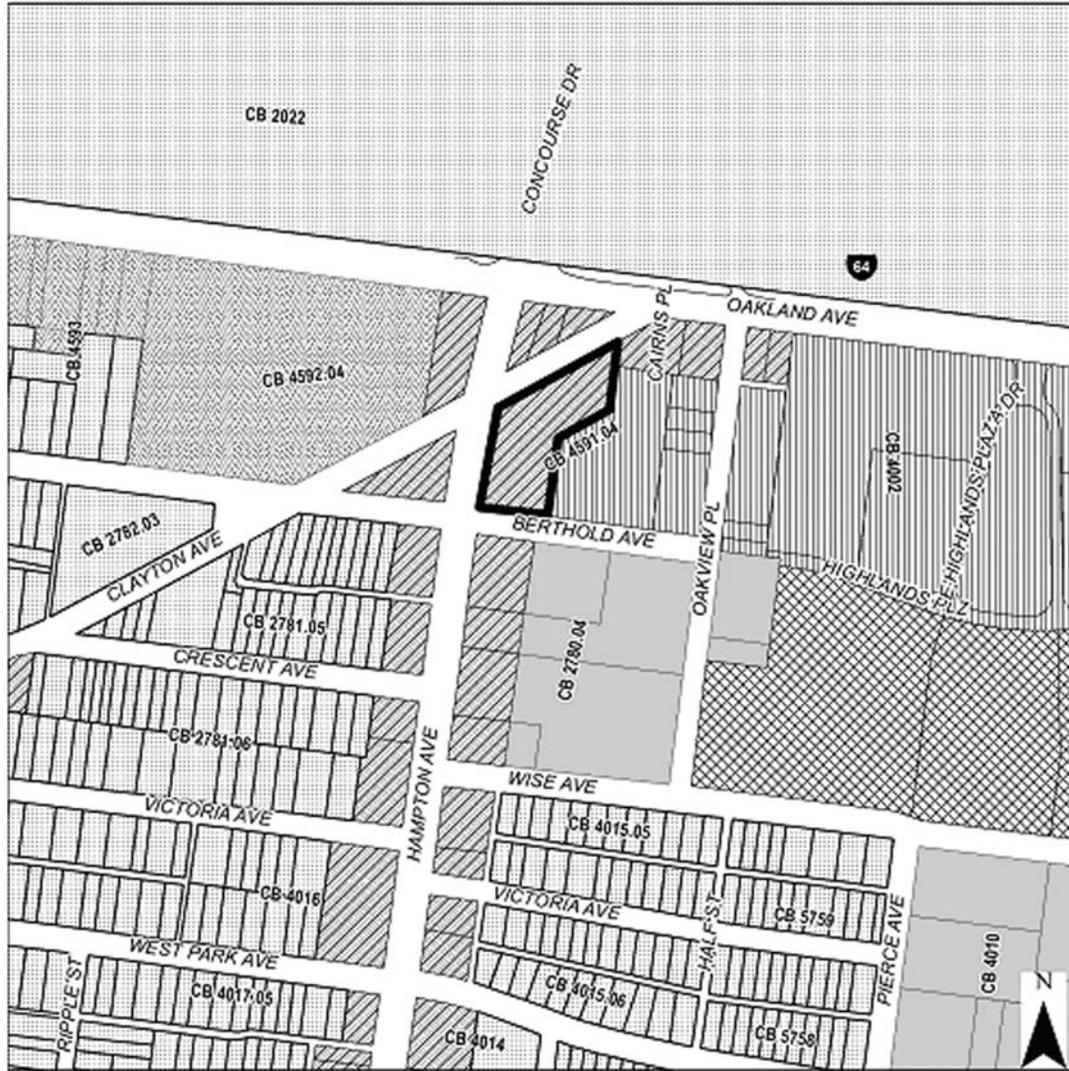
SECTION ONE. The zoning designation of certain real property located in City Block 4591.04 is hereby changed to the "G" Local Commercial and Office District, real property being particularly described as follows:

A tract of land being part of the property as conveyed to Community Television of Missouri, LLC, a Delaware Limited Liability Company, by instrument recorded as Daily No. 278, on July 16, 2008, being Lots 21 thru 24, part of Lot 25 and Lots 26 thru 29 of Oakland Park No. 2, in City Block 4591-W of the City of St. Louis, Missouri being more particularly described as follows:

Beginning at the intersection of the north right-of way line Berthold Avenue, 60 feet wide with the east right-of-way line of Hampton Avenue, variable width; thence along said east right-of-way line, North 07 degrees 48 minutes 41 seconds East; 154.89 feet and North 16 degrees 59 minutes 10 seconds East 76.51 feet to the southeastern right-of way line of Clayton Avenue, 60 feet wide; thence along said southeastern right-of way line, North 62 degrees 13 minutes 30 seconds East, 255.91 feet to the west right-of-way of Cairns Place, 50 feet wide; thence along said west right-of-way line, South 07 degrees 32 minutes 00 seconds West, 159.30 feet to a point of intersection with the Southeasterly line of a 15-foot wide Alley as shown on the aforesaid Oakland Park No. 2 plat; thence along the Southeasterly and Easterly lines of said Alley South 62 degrees 09 minutes 50 seconds West, 100.00 feet to a point; thence South 7 degrees 48 minutes 42 seconds West, 161.00 feet to the aforesaid Northern line of Berthold Avenue, 60 feet wide; thence along said Northern line North 82 degrees 30 minutes 00 seconds West, 139.83 feet to the Point of Beginning and containing 50,466 square feet or 1.158 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on September 7, 2012.

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

EXHIBIT A DISTRICT MAP



Current Zoning District

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

Rezoning Area

ReZoning from "F" to "G"

PDA-119-12-REZ



Approved: December 14, 2012

ORDINANCE #69331
Board Bill No. 232

An ordinance to authorizing and directing the Mayor, the Comptroller, and the Treasurer to enter into a Ground Lease with an Option to Purchase with the South Grand Community Improvement District, a political subdivision of the State of Missouri for certain real estate belonging to the City of St. Louis and located in City Block 2101, granting authority to take such further actions as are necessary to effectuate the Ground Lease with an Option to Purchase, and containing a severability clause and an emergency clause.

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

SECTION ONE. The Mayor, the Comptroller, and the Treasurer are hereby authorized and directed to enter into a Ground Lease with an Option to Purchase with the South Grand Community Improvement District for certain real estate belonging to the City of St. Louis and more fully described as follows (hereinafter the "Property"), to wit:

Parcels N-99 and N-100 and a portion of a vacated alley in City Block 2101, known generally as 3147-3149 South Grand Boulevard, containing approximately 7695 square feet (actual survey to govern in event of exercise of Option to Purchase).

SECTION TWO. Terms and Conditions. The transaction herein authorized is authorized subject to such terms and conditions of the Ground Lease with an Option to Purchase in substantially such form as Exhibit A attached hereto and incorporated herein by reference.

SECTION THREE. The Mayor, Comptroller, and Treasurer are hereby authorized and directed to execute and deliver the Ground Lease with an Option to Purchase attached hereto as Exhibit A.

SECTION FOUR. The net proceeds of this sale shall be placed in the Parking Trust Fund.

SECTION FIVE. Further Authority. The Mayor, the Comptroller, the City Treasurer, and other appropriate City officials are hereby authorized and directed to take such further actions and execute and deliver such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the terms of the Purchase and Sale Agreement and the intent of this Ordinance.

SECTION SIX. The Mayor, the Comptroller, and the Treasurer, or their designated representatives, with the advice and concurrence of legal counsel, 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, the Comptroller, and the Treasurer or their designated representatives.

SECTION SEVEN. Severability. 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 unconstitutional, the remaining sections of this Ordinance shall remain valid, unless the Court finds the valid sections of this Ordinance are so essentially and inseparably connected with, and do depend upon, the void section, that it cannot be presumed that the Board of Aldermen would have enacted the valid sections without the void ones, or unless the court finds the valid sections, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

SECTION EIGHT. Incorporation of Exhibits. The Exhibits attached to this Ordinance are hereby incorporated herein by this reference as if such exhibits were duly set forth herein.

SECTION NINE. Emergency. This being an Ordinance for the preservation of the 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.

EXHIBIT A

GROUND LEASE
WITH OPTION TO PURCHASE

THIS GROUND LEASE WITH OPTION TO PURCHASE ("Lease") is made and entered into as of the ____ day of

_____, 2012, by and between the Treasurer of The City of St. Louis, Missouri, acting in his capacity as Supervisor of Parking Meters (“Lessor”) and the South Grand Community Improvement District, a Missouri political subdivision (“Lessee”).

WITNESSETH:

For and in consideration of the rents and covenants hereinafter set forth, Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the following-described Premises upon the following terms and conditions:

ARTICLE I
PREMISES

1.1. Premises. The Premises shall consist of that certain real property consisting of approximately 7695 square feet of land and the existing parking lot located thereon which is located at 3147-3149 South Grand Boulevard in the City of St. Louis, Missouri and which is legally described on Exhibit A attached hereto and incorporated by this reference (the “Premises”).

ARTICLE II
TERM

2.1. Term. The term of this Lease shall be twenty (20) years from the “Lease Commencement Date” (“Term”). The Lease Commencement Date shall be that date upon which Lessee shall send Lessor a written Waiver Notice (as that term is defined below) of Lessee’s satisfaction and approval of the reports, inspections and other materials reviewed by Lessee in conjunction with Lessee’s due diligence exercises associated with developing the Premises as set forth in paragraph 2.2 below. Upon the actual determination by Lessor and Lessee of the Lease Commencement Date and consequently, the Lease Termination Date, Lessor and Lessee shall confirm in writing, the commencement date and the termination date of the Lease by executing the form attached hereto as Exhibit B.

2.2. Due Diligence. Lessee shall have ninety (90) days from the date this Lease is fully executed (the “Due Diligence Period”) to perform the following actions:

(a) **Title.** To obtain a commitment for ALTA (Form B) Owner’s policy title insurance (through a title insurance company of Lessee’s choice) (“Title Insurance Company”) disclosing no matters which would adversely affect (or substantially increase the cost of) “Lessee’s Intended Use and Development” (as that term is defined below) of the Premises, and specifically disclosing good and marketable title to the Premises by Lessor without exception (printed or special) other than those approved by Lessee (“Approved Exceptions”) and with a Form 3.1 Zoning Endorsement insuring that the Premises is in compliance with applicable zoning, permitting use as Lessee’s Intended Use and Development. Lessee’s Intended Use and Development shall be defined as those terms are defined in Section 2.3(a). In the event liens or encroachments in addition to the Approved Exceptions are discovered prior to the expiration of the Due Diligence Period, upon receipt of notice of such title defect, Lessor may, at its option, but shall not be obligated to cure such defect. Lessor agrees to fully cooperate with Lessee and to attempt to cure such defect, and in connection therewith Lessor agrees to execute such documents as may be reasonably required by any governmental or other agency or other party in order for satisfaction of any title defect, provided, however, Lessor shall not be obligated to incur any cost, liability or expense in connection therewith. In the event that Lessor opts not to or is unable to cure any title defect to the satisfaction of Lessee within fifteen (15) days following Lessee’s notice of such defect, Lessee may: (i) accept the state of title subject to the defect, in which event said conditions and exceptions shall be accepted for all purposes and shall thereby be deemed Approved Exceptions; or (ii) at Lessee’s cost, cause the Title Insurance Company to insure over such defect at such time as Lessee exercises its Option to Purchase (as such term is defined below).

(b) **Survey.** To obtain a survey of the Premises acceptable to Lessee prepared by a licensed Missouri land surveyor showing, among other things (i) no encroachments either way across the Premises lines or across easements or set back lines, (ii) no legal restrictions on access to the Premises from adjacent public streets, and (iii) utility lines to the edge of the Premises. Said survey to remain the property of the Lessee.

(c) **Zoning.** To verify that the present zoning and deed restrictions of the Premises will permit Lessee’s Intended Use and Development of the Premises on terms and conditions acceptable to Lessee and at a cost acceptable to Lessee.

(d) **Utilities.** To verify that all appropriate utilities are available or can be installed on the Premises (including, without limitation, water, sewer, natural gas, electric, and telephone) in proper size and/or capacity to permit Lessee’s intended Use and Development of the Premises and at a cost and on terms satisfactory to Lessee.

(e) **Physical.** To obtain such satisfactory inspections and assessments of the Premises as are deemed necessary or

appropriate by the Lessee, specifically including, but not limited to environmental hazard assessments, soil tests, and engineering and feasibility studies of the Premises.

(f) **Document Review.** To investigate and approve all legal and operating documents, inspections and reports of any kind pertaining to the Premises, including those to be delivered by Lessor to Lessee pursuant to the terms of paragraph 16.1 below.

In the event that Lessee shall not be satisfied with the results of Lessee's abovedescribed inspections, then, in such event, Lessee may deliver a written notice (the "Termination Notice") to Lessor indicating Lessee's unacceptance of the Premises, which Termination Notice must be delivered to Lessor within the Due Diligence Period in order to be effective, whereupon this Lease shall immediately become null and void and of no further force and effect. If Lessee fails to deliver the Termination Notice to Lessor on or prior to the end of the Due Diligence Period, such failure shall be deemed a notice of Lessee's satisfaction with the results of the above described inspections and this Lease shall remain in full force and effect.

Although the Term of this Lease shall not have commenced during the Due Diligence Period, Lessee and its agents are granted permission to go upon the Premises for the purpose of conducting activities described in this Section 2.2, subject to the following requirements and restrictions:

Lessee shall not conduct or allow any physically intrusive testing of, on or under the Premises without first obtaining Lessor's written consent as to the timing and scope of the work to be performed. Lessor does hereby consent to Lessee taking core samples of the Premises to determine the subsoil conditions of the Premises and to insure that the Premises are in compliance with all environmental laws and regulations and no further consents will be required for this work.

Lessee agrees that it will cause it and any person accessing the Premises hereunder for the purpose of conducting any physically intrusive testing, such as taking core samples of the Premises to be covered by not less than One Million and no/100 Dollars (\$1,000,000.00) commercial general liability insurance (with, in the case of Lessee's coverage, a contractual liability endorsement, insuring its indemnity obligation under this Lease), insuring all activity and conduct of such person while exercising such right of access and naming Lessor as an insured, issued by a licensed insurance company reasonably acceptable to Lessor.

Lessee agrees that, in the exercise of the right of access granted hereby, it will not unreasonably interfere with or permit unreasonable interference with any person occupying or providing service at the Premises. Lessee shall provide Lessor with three (3) days' prior written notice of those days upon which Lessee intends to take core samples of the Premises, it being acknowledged and understood by Lessor and Lessee that such activities may interfere with Lessor's operation of a parking lot on the Premises for the day or two that Lessee shall be taking said core samples.

Lessee agrees to give Lessor three (3) days prior notice of its intent to conduct any physically intrusive inspections or tests so that Lessor will have the opportunity to have a representative present during any such inspection or test, the right to do which Lessor expressly reserves. Lessee agrees to promptly cooperate with any reasonable request by Lessor in connection with the timing of any such physically intrusive inspection or test. Lessee agrees to provide Lessor upon Lessor's request with a copy of any written inspection or test report or summary prepared by any third party.

Lessee agrees that any inspection, test or other study or analysis of the Premises shall be performed at Lessee's expense and in strict accordance with applicable law.

Lessee agrees at its own expense to promptly repair or restore the Premises, or, at Lessor's option, to reimburse Lessor for any repair or restoration costs, if any inspection or test requires or results in any damage to or alteration of its condition,

Lessee agrees to the extent provided by law to indemnify, defend and hold harmless Lessor, and it's affiliates, officers, and agents from any loss, injury, damage, claim, lien, cost or expense, including reasonable attorneys' fees and costs, arising from the exercise by Lessee or its employees, consultants, agents or representatives of the right of access under this Lease or out of any of the foregoing. The indemnity in this Section 2.2 shall survive any termination of this Lease.

2.3. Lease Termination.

(a) In the event Lessee shall fail to have completed the construction of the Proposed Improvements (as that term is defined below) by that date which is twenty four (24) months following the Lease Commencement Date (the "Lease Termination

Date”), then, in such event, Lessor shall have the right to terminate this Lease on five (5) days prior written notice to Lessee, which notice of termination must be given, if at all, by Lessor to Lessee within the ninety (90) day period following the expiration of the Lease Termination Date. Lessee’s “Proposed Improvements” shall consist of, but not be limited to, design, demolition, grading, construction, landscaping, lighting, irrigation system, installation of park-related accessories, and other improvements relating to the creation and implementation of a public park. Lessee shall apply for the necessary building permits for completing the Proposed Improvements by that date which is twelve (12) months following the Lease Commencement Date and Lessee shall take those actions as are customary in the industry to process said application in an effort to obtain the necessary building permits as quickly as possible. In the event Lessee’s application shall be denied or shall not be acted upon in a timely manner and should Lessee initiate a lawsuit against the applicable governmental authority in conjunction with such rejection or failure to act promptly, then, in such event, the Lease Termination Date shall be extended to that date which is ninety (90) days after the date that said litigation shall be concluded. The tolling of the Lease Termination Date, in accordance with the preceding provisions, shall only take effect if the conditions set forth above are satisfied and Lessee’s application for the building permit to allow for the construction of the Proposed Improvements shall be in conformance with all applicable zoning ordinances and any variances thereto and in compliance with all applicable building codes.

(b) Lessee shall have the right to terminate this Lease on ninety (90) days’ prior written notice to Lessor, at any time during the Term of this Lease and for any reason that Lessee may so determine. Immediately upon such termination, Lessee shall pay to Lessor a termination fee equal to any unamortized Tenant Improvement Allowance owed at the time of termination.

ARTICLE III **RENT**

3.1. Rent. During the Term of this Lease, Lessee shall pay to Lessor without demand, deduction, or offset as rent for the Premises, annual Base Rent on the first day of each year of the Term beginning with the Lease Commencement Date in the amount listed hereafter. Base Rent shall be \$10.00 for each year. In the event Lessee shall exercise its Option to Purchase pursuant to Article XVIII below, Lessee shall no longer be obligated to pay any Base Rent pursuant to the terms of this Lease.

3.2. Additional Rent. In addition to the Base Rent, Lessee shall at the same time pay additional annual rent calculated as follows: The Tenant Improvement Amount amortized over twenty (20) years at a four and one half percent (4.5%) interest rate. For example, in the event the Tenant Improvement Amount is two hundred thousand dollars (\$200,000), the annual additional rent shall be \$15,183.60. Upon the actual determination of the Tenant Improvement Amount, the Lessor and Lessee shall confirm in writing the Tenant Improvement Payment Schedule.

3.3. Late Charge. A late charge equal to ten percent (10%) of the delinquent payment may be assessed, at Lessor’s option, as additional rent in the event that any rental or other sum due hereunder is not paid within ten (10) days after the same shall be due and payable.

ARTICLE IV **PROPOSED IMPROVEMENTS**

4.1. Construction of Proposed improvements. The design and placement of the Proposed Improvements shall be subject to Lessor’s prior written approval, not to be unreasonably withheld. Lessee shall prepare and submit to Lessor a proposed set of plans and specifications (the “Preliminary Plans”) for the Proposed Improvements. Within ten (10) business days of receipt of the Preliminary Plans, Lessor shall deliver to Lessee its written comments on the Preliminary Plans. The Preliminary Plans shall be revised by Lessee to incorporate Lessor’s comments within ten (10) days of delivery of such comments to Lessee. The revised Preliminary Plans shall again be submitted to Lessor, and Lessor and Lessee shall continue the review and approval process as hereinabove provided; provided, however, the response time by each party shall be shortened to five (5) days until the Preliminary Plans have been finally approved by Lessor, whereupon the Preliminary Plans shall be the “Plans”. Once approved by Lessor, the Plans shall not be changed without the prior written approval of Lessee and Lessor.

4.2. Tenant Improvement Allowance for Proposed Improvements. Lessor shall make available to Lessee an amount no greater than the Certified Cost of Proposed Improvements not to exceed two hundred thousand dollars (\$200,000) (the “Tenant Improvement Allowance”), on the terms and conditions set forth in this Agreement, to be disbursed as hereinafter provided. The Certified Cost of Proposed Improvements shall mean all costs associated with the planning, review, development and construction of the Proposed Improvements, with supporting itemized invoices, receipts and other information evidencing such costs to the satisfaction of the Lessor and the Disbursing Agent. Disbursing Agent shall disburse the Tenant Improvement Allowance pursuant to the Disbursing Agreement, which shall generally provide that upon satisfactory completion of agreed upon work and submittal of documents as required in the Disbursing Agreement, the Certified Cost of Proposed Improvements shall be paid at the frequency agreed upon by the parties. Disbursing Agent shall mean the title company agreed upon between the Lessor and Lessee

for disbursing purposes.

4.3. Quality of Work. Lessee shall, at its expense, complete the Proposed Improvements in a good and workmanlike manner. Lessee shall utilize first-quality new materials in compliance with all applicable laws, ordinances, rules and statutes.

4.4. Proposed Improvements Payment Bond. In order to insure and secure the payment of all laborers, materials suppliers, contractors and subcontractors engaged in the construction of the Proposed Improvements, Lessee shall furnish to Lessor proof of a payment bond equal to the full amount of the of the cost to cover the payment of each laborer, material supplier, contractor and/or subcontractor for their contributed portion of the Proposed Improvements from a provider with an A-1 or better A.M. Best rating and authorized to do business in the State of Missouri, in form reasonably acceptable to Lessor ("Proposed Improvements Payment Bond"). The Proposed Improvements Payment Bond will specifically include a "Dual Oblige" Rider naming Lessor as a beneficiary of the Proposed Improvements Payment Bond, and shall be delivered to Lessor prior to the commencement of any construction activities on the Premises.

4.5. Proposed Improvements Completion Bond. If Lessee shall commence construction of Lessee's Proposed Improvements during the Term of this Lease, then in order to insure and secure the completion of the Proposed Improvements, Lessee shall furnish to Lessor a completion bond equal to the full amount of the cost to complete the entire Proposed Improvements from a provider with an A-1 or better A.M. Best rating and authorized to do business in the State of Missouri, in form reasonably acceptable to Lessor ("Proposed Improvements Completion Bond"). The Proposed Improvements Completion Bond will specifically include a "Dual Oblige" Rider naming Lessor as a beneficiary of the Proposed Improvements Completion Bond, and shall be delivered to Lessor prior to the commencement of any construction activities on the Premises.

4.6. Liens. If the Premises or Lessee's leasehold interest therein shall at any time during the Term of the Lease become subject to any mechanic's, laborer's or materialmen's lien based upon the furnishing of material or labor to Lessee on the Premises, Lessee shall cause the same, at Lessee's expense, to be discharged within thirty (30) days after notice thereof, unless the lien is then being litigated in good faith by Lessee, in which event Lessee shall indemnify and hold Lessor harmless from and against any such lien and shall secure Lessor to Lessor's satisfaction. Lessee shall have no authority or power, express or implied, to create or cause any lien, charge or encumbrance of any kind against the Premises or Lessor's ownership interest in the Premises.

4.7. Insurance.

A. During the Term of this Lease, Lessee, at Lessee's expense, shall maintain comprehensive general liability insurance including contractual liability coverage against claims for injury, wrongful death, or property damage occurring upon, in, or about the Premises, with companies and in form reasonably acceptable to Lessor, with single limit coverage of not less than Two Million and no/100 Dollars (\$2,000,000.00). In such policies, Lessor shall be named as an additional insured, as its interest may appear. Evidence of all insurance required hereunder confirming the payment of all premiums for such policies will be delivered to Lessor prior to Lessee's occupancy of the Premises and from time to time at least thirty (30) days prior to the expiration of the term of each such policy.

B. During construction on the Premises, Lessee, at its expense, shall obtain and maintain builder's risk insurance and general liability insurance and worker's compensation insurance adequate to fully protect Lessee, as well as Lessor, from and against any and all liability for death or injury to person, or damage to property, caused by the construction of the Proposed Improvements. Evidence that such insurance required hereinunder confirming the payment of all premiums for such policy will be delivered to Lessor prior to the commencement of the Term of this Lease and, from time to time, at least thirty (30) days prior to the expiration of the term of such policy.

4.8. Liability. Lessee and all those claiming by, through or under Lessee shall occupy and use the Premises and any improvements therein and appurtenances thereto solely at their own risk and Lessee and all those claiming by, through or under Lessee hereby release Lessor, to the full extent permitted by law, from any and all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or from business interruption, arising, directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair thereof, except those claims arising out of the negligence of Lessor or its agents, directors, officers, employees or contractors. Lessee shall defend and indemnify Lessor and save it harmless from and against any and all claims against Lessor arising from (a) Lessee's use of the Premises or the conduct of its business or from any activity, work or thing done, permitted or suffered by Lessee in or about the Premises, (b) the nonperformance of any covenant or agreement on Lessee's part to be performed pursuant to the terms of this Lease, (c) any act or negligence of Lessee or of any of its agents, contractors, employees, invitees or licensees, and from and against all costs, fines, judgments, reasonable counsel fees, expenses and liabilities incurred in any such claim or in any action or proceeding brought thereon, or (d) Lessee's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy.

ARTICLE IV
REAL ESTATE TAXES

5.1. **Real Estate Taxes.** From and after the Lease Commencement Date, Lessee shall pay the appropriate taxing authorities, as they become due and payable and before they are delinquent, for all general real property taxes and assessments of any kind, levied or assessed (the "Taxes") against the Premises by any local or state taxing authority. Notwithstanding the foregoing, Lessor shall be responsible for the payment of Taxes assessed against the Premises during the calendar year in which this Lease commences and Lessee shall reimburse Lessor for Lessee's pro rata share of said Taxes for the calendar year in which this Lease commences, which, pro rata share shall be based upon the number of days that this Lease was in effect during said calendar year bears to 365 and which amount shall be due and payable on December 31 of the calendar year in which this Lease commences.

ARTICLE VI
PURPOSE

6.1. **Possession and Use.** The Premises shall be occupied and used by Lessee solely for the operation of a public park. In no event shall the Premises be used or occupied by Lessee in any manner contrary to law, zoning regulations or recorded restrictions, if any.

ARTICLE VII
UTILITIES AND PERSONAL PROPERTY TAXES

7.1. **Utilities.** Lessee shall pay or cause to be paid when due, all charges for gas, electricity, water, sewage services, telephone service, fire detection services, garbage services and any and all other utilities used in or upon the Premises during the Term of this Lease. Lessor makes no representation or warranty regarding the existence of utilities or the adequacy of the existing utilities and shall not be obligated to incur any cost, liability or expense in connection with the maintenance or installation of any utility.

ARTICLE VIII
LESSEE IMPROVEMENTS AND ALTERATIONS

8.1. **As-Is Condition.** Lessee does hereby accept the Premises in its current as-is condition.

8.2. **Occupancy Permits.** Lessee shall be responsible for obtaining any and all permits or other licenses or permits from any and all governmental authorities which may be necessary for Lessee's intended use of the Premises.

8.3. **Lessee's Alterations.** Lessee shall not make any alteration, addition or improvement of a permanent nature to the Premises without first obtaining the prior written consent of Lessor, with the exception of the Lessee's Proposed Improvements and the relocation of any utilities in conjunction with such work, which shall be approved by Lessor in accordance with Section 4.1. Any such alteration, addition or improvement made by Lessee after such consent shall have been obtained shall be made strictly in accordance with all applicable building codes and governmental regulations. Lessee shall indemnify and hold harmless Lessor from and against any mechanic's liens or materialmen's liens or any other liens against the Premises caused by Lessee's alterations or other improvements.

ARTICLE IX
REPAIRS AND MAINTENANCE & DAMAGE OR DESTRUCTION

9.1. **Lessee's Obligation to Repair and Maintain.** During the Term of this Lease, Lessee shall, at its own cost and expense, when and if needed, as Lessee determines, maintain and make all needed repairs, maintenance and replacements to the Premises including but not limited to, the maintenance and repairs which may be necessary to the operation of a public park and other physical improvements located on the Premises. Lessee shall be required to maintain and repair the paved and landscaped areas of the Premises and shall be responsible for all landscaping, grass-cutting and for all trash and snow removal from the Premises.

9.2. **Lessor's Obligation to Repair.** Lessor shall have no obligation to repair, maintain or replace any portion of the Premises.

ARTICLE X
ASSIGNMENT

10.1. **Assignment.** Lessee shall not transfer, assign, sublet, enter into license or concession agreements, change ownership or hypothecate this Lease or Lessee's interest in and to the Premises (collectively, a "Transfer") without first procuring

the prior written consent of Lessor. Any attempted Transfer without Lessor's written consent shall be void and confer no rights upon any third party. If this Lease or any interest of Lessee herein shall be assigned, or if the whole or any part of the Premises shall be sublet, after having obtained Lessor's prior written consent thereto, Lessee shall nevertheless remain fully liable for the full performance of all obligations under this Lease to be performed by Lessee, and Lessee shall not thereby be released in any manner.

ARTICLE XI **DEFAULT**

11.1. Default. The following events shall be deemed to be events of default by Lessee under this Lease: (a) if Lessee shall fail to make any payment of rent or additional rent or any other payment required to be made by Lessee hereunder, as the same shall become due and payable and shall not cure such failure within ten (10) days after written notice thereof to Lessee; (b) if Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent and additional rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee (or if any default is of a nature which requires more than thirty (30) days to cure, if Lessee fails to commence such cure within thirty (30) days after written notice of default and thereafter fails to diligently prosecute such cure to completion within a reasonable time thereafter); (c) if Lessee shall become insolvent or shall make a transfer in fraud of its creditors, or shall make an assignment for the benefit of its creditors of Lessee's assets or Lessee's interest in this Lease; or (d) if a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee.

11.2. Remedies of Lessor. Upon the occurrence of any such event of default, Lessor may terminate this Lease by delivering a written notice of termination to Lessee, in which event Lessor may immediately repossess the Premises and be entitled to recover sums or damages for which Lessee may be adjudged legally liable to Lessor. Lessee shall thereupon surrender possession and vacate the Premises immediately, and deliver possession thereof to Lessor, and hereby grants to Lessor the full right to enter into and upon the Premises in such event with or without process of law and repossess the Premises and to expel or remove Lessee and any others who may be occupying the Premises and to remove any and all property therefrom, without such entry constituting a trespass, eviction or forcible entry or detainer.

ARTICLE XII **COMPLIANCE WITH LAWS**

12.1. Code Compliance. Lessee shall, at Lessee's sole cost and expense, comply or cause the Premises to comply with all applicable laws, rules, regulations, requirements and ordinances now in force or which may hereafter be in force.

12.2. Environmental Covenants. Lessee shall not install, use, generate, store, dispose of or treat in or about the Premises any Hazardous Substance (as that term is defined below) or any substance controlled or regulated by any Environmental Law (as that term is defined below) in a manner which is contrary to applicable Environmental Law. Lessee shall indemnify and hold Lessor harmless from any loss, claim, liability or expense (including, without limitation, attorneys' fees, court costs, consultant fees, expert fees, penalties, fines, removal, clean-up, transportation, disposal and restoration expenses) arising in connection with Lessee's failure to comply with the provisions of this paragraph. Lessee agrees that in the event of any contamination of the Premises by any Hazardous Substance during the Term caused solely by Lessee's or Lessee's lessees, invitees or guests or through Lessee's negligence or the negligence of Lessee's invitees or guests, Lessee shall within forty-eight (48) hours at its sole expense take any and all necessary actions to return the Premises to its condition prior to the contamination (or, if such condition is not reasonably achievable, then to a condition requiring no further action as determined by the state agency having jurisdiction) after first giving immediate notice of the presence of same to Lessor and fully consulting with Lessor as to the appropriate remedial actions to be taken by Lessee. If, through no fault of Lessee, such condition is not achieved within said forty-eight (48) hours, Lessee shall have such additional time as reasonably necessary, provided Lessee diligently pursues completion of the cleanup. If Lessee fails to comply with the cleanup provisions hereof, Lessor shall have the right, at Lessor's option and upon giving Lessee forty-eight (48) hours prior written notice, to enter upon the Premises and perform the requested cleanup and/or removal of such Hazardous Substance, all at Lessee's cost and expense, and if Lessor performs such services, Lessee shall pay to Lessor, on demand, as additional rent, the cost and expense thereof. "Hazardous Substance" as used herein is defined as any of the following: asbestos; urea formaldehyde; petroleum products (including gasoline, diesel fuel, fuel oil, crude oil and motor oil and constituents of those products); tetrachloroethylene; polychlorinated biphenyls ("PCB's"); nuclear fuel or material; chemical, biological or medical wastes; radioactive materials; explosives; known carcinogens; and all dangerous toxic or hazardous substances defined as hazardous or as pollutants or contaminants in or the release or disposal of which is regulated by an Environmental Law. "Environmental Law" as used herein is defined as any of the following as the same may be amended from time to time: the Comprehensive Environmental Response; Compensation and Liability Act of 1980, as amended by the Super-Fund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act of 1986; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; any regulation promulgated by a regulatory body pursuant to any Environmental Law; and any other federal, state or local law or regulation which relates to or deals with human health or the environment. Lessee agrees that it shall not install any underground storage tanks under the Premises.

ARTICLE XIII
SIGNS

13.1. Lessee Signs. Lessee shall have the right, at Lessee’s sole cost and expense, for its own use for advertising for Lessee’s intended use of the Premises, to place any number of signs on the Premises provided the following conditions are met: (i) Lessee shall obtain any and all necessary governmental approvals associated with said signs; and (ii) Lessee shall, at Lessee’s sole cost and expense, remove said signs within fifteen (15) days of the termination of this Lease and shall, at its sole cost and expense, repair any damage associated with the installation and removal of said signs.

ARTICLE XIV
NOTICES

14.1. Notices. Any notice required or permitted to be given or served by either party to this Lease shall be deemed to have been given or served when (a) delivered personally, (b) delivered by telegram or facsimile, or (c) one day after delivery to a nationally recognized courier service (such as Federal Express or United Parcel Service) and addressed as set forth below. The addresses may be changed from time to time by either party by serving notice to the other party in the manner above provided.

If to Lessor:

Treasurer of the City of St. Louis
1200 Market Street
City Hall, Room 220
St. Louis, Missouri 63103

With a copy to:

William J. Kuehling, Esq. (Lessor’s Attorney)
Polsinelli Shughart PC
100 S. 4th Street, Suite 1000
St. Louis, Missouri 63102
Fax: (314) 622-6789

If to Lessee:

South Grand Community Improvement District
3203 – A South Grand Boulevard
St. Louis, Missouri 63118
Attention: Executive Director
Fax (314)

With a copy to:

ARTICLE XV
ESTOPPEL CERTIFICATES

15.1. Estoppel Certificates. Within fifteen (15) days following any written request which Lessee may make from time to time, Lessor shall execute and deliver to Lessee a statement certifying: (a) the date of commencement of this Lease; (b) the fact that this Lease is unmodified and in full force and effect (or if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rental and other sums payable under this Lease have been paid; (d) the fact that there are no current defaults under this Lease by either Lessor or Lessee except as specified in Lessor’s statement; and (e) such other matters requested by Lessee, Lessor and Lessee intend that any statement delivered pursuant to this paragraph may be relied upon by any mortgagee.

ARTICLE XVI
LESSOR’S DELIVERY ITEMS

16.1. Delivery Items. Lessor shall deliver to Lessee within twenty (20) business days of the execution of this Lease all of the following items which Lessor may have in its possession:

- (a) Any studies or other documents in possession of the Lessor relative to the environmental condition of, or to any hazardous or toxic materials on or about, the Premises.

- (b) Any surveys of the Premises.
- (c) Any title commitments or other title information with respect to the Premises with copies of all exception documents.
- (d) Any documents relating to any special use, nonconforming use, zoning variances granted, easements, encumbrances, special restrictions or deed restrictions in respect to the Premises.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

17.1. Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

17.2. Attorneys' Fees. In the event it becomes necessary for either party to employ an attorney to bring suit against the other party for breach of this Lease, then the nonprevailing party shall pay all costs and expenses, including reasonable attorneys' fees of the prevailing party. In addition, should Lessor employ an attorney to recover any sum due under this Lease or because of the breach of any provision of this Lease by Lessee, whether or not suit is filed, Lessee shall pay as additional rent all costs and expenses incurred by Lessor, including reasonable attorneys' fees. Should Lessor be named as a defendant in any suit brought against Lessee in connection with or arising out of Lessee's occupancy hereunder, Lessee shall pay to Lessor its costs and expenses incurred in any suit including reasonable attorneys' fees.

17.3. Commissions. Lessor and Lessee do hereby warrant unto each other that neither has had any dealing with any real estate brokers or agents in conjunction with the lease and/or sale of the Premises pursuant to the terms of this Lease, and each does hereby agree to indemnify and hold the other harmless from and against any and all costs, expenses, liabilities, commissions or other compensation or charges which may be claimed by or awarded to any broker or agent claiming under Lessor or Lessee in conjunction with the Lease or sale of the Premises pursuant to the terms of this Lease.

17.4. Sole Agreement. This Lease contains the entire agreement between the parties hereto and no term or provision hereof may be changed, waived, discharged or terminated unless the same be in writing executed by Lessor and Lessee.

17.5. Captions. The paragraph captions are inserted for convenience of reference and are in no way to be construed as a part of this Lease or as a limitation on the scope of the paragraph to which they refer.

17.6. Benefit. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

17.7. Memorandum of Lease. Lessor and Lessee agree to execute a short form notice of this Lease for recording in the St. Louis City Recorder of Deeds Office and which notice shall contain a reference to the purchase option contained herein.

17.8. Authority. Those persons who execute this Lease on behalf of Lessor and Lessee hereby represent and warrant to the other that they are duly authorized to execute this Lease and that the Lease is fully binding upon the respective parties hereto.

17.9. Condemnation. In the event that the Premises shall be taken in its entirety by the exercise of the power of eminent domain or pursuant to any agreement in lieu of the exercise of such power (hereinafter called a "Condemnation Proceeding"), then the Lease shall terminate and Lessor and Lessee shall each make their respective claims to the appropriate condemning authority for any compensation in connection with said condemnation. If less than the whole of the Premises shall be taken in a Condemnation Proceeding, Lessee may, at its option, terminate this Lease as of the date of taking of possession by, or the vesting of title in, the condemning authority (said date being hereinafter called the "Taking Date"), if as a result of such taking the remaining portion can no longer be adequately used for the purpose contemplated by this Lease. If a portion of the Premises shall be so taken and Lessee shall not exercise its option to terminate this Lease or if such taking shall not give rise to such option to terminate, as aforesaid, then this Lease shall terminate on the Taking Date only as to the portion(s) of the Premises so taken and there shall be an abatement of rent proportionate to the amount of the portion(s) of the Premises so taken. In the event Lessee then exercises its Option to Purchase (as that term is defined below) on the portion of the Premises not taken, Lessee shall be entitled to a credit, not to exceed the Purchase Price (as that term is defined below), at Closing against the Purchase Price and other sums due and owing from Lessee to Lessor equal to the amount of such condemnation awards and proceeds received by Lessor. Notwithstanding anything to the contrary herein, Lessee shall be entitled to compensation for loss or damage to Lessee's trade fixtures and removable personal property, provided such compensation does not in any way reduce the amount of Lessor's award. It is agreed that Lessor shall oppose any such Condemnation

Proceedings and shall cooperate with Lessee in connection with Lessee's attempt to fight any such Condemnation Proceedings.

ARTICLE XVIII
OPTION TO PURCHASE

18.1. Option to Purchase. Lessor does hereby grant Lessee the "Option to Purchase" the Premises upon the terms and conditions set forth below, provided that this Lease is in full force and effect and that Lessee shall have completed the construction of Lessee's Proposed Improvements:

(a) Lessee may exercise its Option to Purchase the Premises pursuant to the provisions of this Article XVIII by delivering a written notice (the "Option Notice") to Lessor whereby Lessee notifies Lessor of the exercise of said option, and which Option Notice must be received by Lessor after Lessee shall have completed the construction of the Proposed Improvements.

(b) The "Purchase Price" for the Premises shall be determined by adding together at the time of Closing the Premises Price (as calculated below) and the Ending Principal Balance of the Tenant Improvement Amount (as determined below).

The Premises Price shall be determined by beginning with the initial price of \$250,000 at the time of Lease Commencement and subtracting from the \$250,000 an amount found by multiplying the completed number of full years of the lease by \$12,500. For example, in the event Lease Commencement is January 1, 2013 and Closing is January 2, 2023, the Premises Price shall be \$250,000 minus \$125,000 (10 years times \$12,500).

The Ending Principal Balance of the Tenant Improvement Amount is determined by taking the Tenant Improvement Amount and preparing a Tenant Improvement Payment Schedule which would indicate the annual principal repayment and the ending principal balance for each year. The schedule would be calculated using 20 year amortization and an interest rate of 4.5%. For example, in the event the Tenant Improvement Amount is \$200,000, Lease Commencement is January 1, 2013 and Closing is January 2, 2023, the Ending Principal Balance would be \$122,087.72 based on the sample schedule attached as Exhibit C. Upon the actual determination of the Tenant Improvement Amount the Lessor and Lessee shall confirm in writing the Tenant Improvement Payment Schedule.

(c) The Closing for the sale and purchase of Lessor's interest in and to the Premises pursuant to the exercise of Lessee's Option to Purchase contained herein (the "Closing") shall occur on that date which is sixty (60) days after Lessor's receipt of the Option Notice in accordance with the terms and conditions set forth herein. Once Lessee shall exercise its Option to Purchase the Premises pursuant to the terms of this Article XVIII by sending Lessor the Option Notice in accordance with the terms and conditions set forth herein, then, Lessee shall no longer be obligated to pay base rent for the Premises from and after that date.

(d) Lessor shall convey all of Lessor's right, title and interest in and to the Premises by a Special Warranty Deed, free and clear of all liens and encumbrances, except those existing as of the date of the execution of this Lease or which may exist due to actions of Lessee, and free and clear of any deed of trust or mortgage which Lessor may have caused to be levied against Lessor's interest in the Premises, and shall include a use restriction as follows:

"From and after the date of this Special Warranty Deed for a period of twenty five (25) years, the Property shall not be used for any purpose other than a public park. Such restriction is binding upon Grantee, its successors and assigns. Notwithstanding the foregoing, Grantee, its successors and assigns may request a waiver of this restriction from the office of the Treasurer of the City of St. Louis, or the successor agency. In the event such waiver is granted, the Treasurer of the City of St. Louis shall prepare an affidavit to be recorded in the Recorder of Deeds stating such restriction is no longer of force and effect on the Property."

(e) In addition to a Special Warranty Deed, Lessor shall also execute at closing a Bill of Sale pursuant to which Lessor shall transfer all of Lessor's right, title and interest in and to any personal property owned by Lessor and located on and used in conjunction with the operation of the Premises, with full warranties respecting ownership and lack of encumbrances and any affidavits or certificates customarily executed by sellers in the City of St. Louis in connection with the sale of property similar in nature to the Premises.

(f) The representations and warranties of Lessor, if any, as contained in this Lease shall be deemed material and shall survive the Lessee's acquisition of the Premises in accordance with the provisions of this Article XVIII.

(g) The right of Lessee to acquire the Premises pursuant to the terms of this Article XVIII may be assigned by Lessee to any person or entity related to or affiliated with Lessee but only upon the written approval of the Lessor.

(h) The Closing of the sale and purchase of the Premises pursuant to this Article XVIII shall be conducted by Insight Title, Inc. at 1107 Mississippi Avenue, St. Louis, MO 63104, or at a title company of Lessee’s choosing and in accordance with the general sale conditions and closing practices of the Missouri Real Estate Board and in a manner consistent with standard practices in the St. Louis, Missouri region.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LESSOR:

TREASURER OF THE CITY OF ST. LOUIS, MISSOURI,
acting in his capacity as Supervisor of Parking Meters

By: _____

Date: _____

LESSEE:

SOUTH GRAND COMMUNITY IMPROVEMENT
DISTRICT, a Missouri political subdivision

By: _____

Date: _____

EXHIBIT A TO GROUND LEASE

Legal Description for 3147-3149 South Grand Boulevard

EXHIBIT B TO GROUND LEASE

CONFIRMATION OF LEASE TERM

THIS CONFIRMATION OF LEASE TERM is made this ____ day of _____, 20__, between Treasurer of The City of St. Louis, Missouri, acting in his capacity as Supervisor of Parking Meters (“Lessor”) and the South Grand Community Improvement District, a Missouri political subdivision (“Lessee”).

Lessor and Lessee have entered into a certain Ground Lease with Option to Purchase (the “Lease”) dated _____, demising certain space consisting of approximately _____ square feet of land located at the northwest corner of Euclid and Laclede Avenues in St. Louis, Missouri. All of the capitalized terms herein shall have the same respective definitions as set forth in the Lease.

Pursuant to the provisions of Article 2.1 of the Lease, Lessor and Lessee, intending to be legally bound hereby, acknowledge and agree that the Commencement Date shall be the ____ day of _____, 20__, and that the Term of the Lease shall end on the ____ day of _____, 20__ at 11:59 p.m unless sooner terminated or extended, as provided in the Lease. As supplemented hereby, the Lease shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Confirmation of Lease Term, this ____ day of _____, 20__.

LESSOR:

TREASURER OF THE CITY OF ST. LOUIS, MISSOURI,
acting in his capacity as Supervisor of Parking Meters

By: _____

Date: _____

LESSEE:SOUTH GRAND COMMUNITY IMPROVEMENT
DISTRICT, a Missouri political subdivision

By: _____

Date: _____

EXHIBIT C TO GROUND LEASETENANT IMPROVEMENT PAYMENT SCHEDULE

(Tenant Improvement Total \$200,000)

Year	Total Payments	Principal Paid	Interest Paid	Ending Principal Balance
				\$200,000.00
1	\$15,183.60	\$6,312.72	\$8,870.88	\$193,687.28
2	\$15,183.60	\$6,602.74	\$8,580.86	\$187,084.54
3	\$15,183.60	\$6,906.09	\$8,277.51	\$180,178.45
4	\$15,183.60	\$7,223.33	\$7,960.27	\$172,955.12
5	\$15,183.60	\$7,555.18	\$7,628.42	\$165,399.94
6	\$15,183.60	\$7,902.26	\$7,281.34	\$157,497.68
7	\$15,183.60	\$8,265.28	\$6,918.32	\$149,232.40
8	\$15,183.60	\$8,645.00	\$6,538.60	\$140,587.40
9	\$15,183.60	\$9,042.14	\$6,141.46	\$131,545.26
10	\$15,183.60	\$9,457.54	\$5,726.06	\$122,087.72
11	\$15,183.60	\$9,892.04	\$5,291.56	\$112,195.68
12	\$15,183.60	\$10,346.47	\$4,837.13	\$101,849.21
13	\$15,183.60	\$10,821.79	\$4,361.81	\$91,027.42
14	\$15,183.60	\$11,318.92	\$3,864.68	\$79,708.50
15	\$15,183.60	\$11,838.91	\$3,344.69	\$67,869.59
16	\$15,183.60	\$12,382.78	\$2,800.82	\$55,486.81
17	\$15,183.60	\$12,951.66	\$2,231.94	\$42,535.15
18	\$15,183.60	\$13,546.65	\$1,636.95	\$28,988.50
19	\$15,183.60	\$14,168.97	\$1,014.63	\$14,819.53
20	\$15,183.23	\$14,819.53	\$363.70	\$0.00

Approved: December 14, 2012

ORDINANCE #69332**Board Bill No. 171****Floor Substitute**

An Ordinance pertaining to secondhand dealers; amending Section Two, Ordinance 63478, codified as Chapter 8.82.010 of the Revised Code of the City of St. Louis pertaining to the definition of secondhand dealer; amending Section One of Ordinance 69096, codified as Section 8.82.040 of the Revised Code of the City of St. Louis and pertaining to the requirements of license applications; amending Section Two of Ordinance 68812 and Section Two of Ordinance 69096, codified as 8.82.050 of the Revised Code of the City of St. Louis, and pertaining to photographs, transaction forms and holding period; amending Section Two of Ordinance 63478, codified as 8.82.060, pertaining to the purchase of certain articles; adding a new section pertaining to the business licensing and purchasing requirements of secondhand cellular phones and other electronic communication devices and a new section on cooperating with law enforcement authorities; containing a penalty clause, severability clause and an effective date clause.

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

SECTION ONE. Section Two, of Ordinance 63478, is hereby amended as follows:

8.82.010 Defined.

Any person doing business in the City, who purchases and/or sells goods of any kind or description, having once been used or transferred from the manufacturer to the dealer and then received into the possession of third parties whether the same consists of cloths, carpets, clothing, rags, iron or other metals, furniture or articles of household utensils, articles of personal use, electronics, computers, cellular phones, electronic communication devices, apparel, or of jewelry of any kind or description, or items made in whole or part of gold, silver or precious metals or gemstones including bullion, or coins shall be a secondhand dealer.

SECTION TWO. Section One of Ordinance 69096, codified as Section 8.82.040 of the Revised Code of the City of St. Louis, pertaining to license applications is hereby amended as follows:

8.82.040 License—Application.

Every application for a license shall be made in writing to the License Collector and shall state where the business is to be carried on. Before any license shall be issued, the License Collector shall procure from a police officer designated by the Chief of Police to review such application, an endorsement on the back of the application therefore.

A. That in their opinion the applicant has a good moral character and shall not have been convicted within the ten years preceding the date of application for license or for renewal of license or be on parole or a fugitive from justice for any federal, state or municipal offense involving:

1. Drugs or narcotics;
2. Robbery;
3. Burglary;
4. Auto theft;
5. Stealing;
6. Receiving stolen property;
7. Embezzlement;
8. Extortion;
9. Forgery;
10. Gambling;
11. Bribery;
12. Perjury;
13. Any weapons offense; or
14. Any crime of violence.

B. That the applicant has agreed not to purchase any camera, radio, television set, lawn mower, typewriter, addition machine, calculating machine, copying machine, duplicating machine, tape recorder, tape player, digital recorder, cash register, DVD player, movie player, game system console or device, GPS device, still or moving picture projector or offset projector, dictating machine, record player, cellular phone, electronic communication device, laptop or desktop computer, handheld computerized device, music player device, electric buffer, electric polisher, electric floor waxer, computer equipment and accessories, scanner, printer, fax or any item that is manufactured with a serial number or other identifying insignia, unless the item shall have plainly visible thereon the manufacturer's serial number or other identifying insignia.

C. That the applicant has a camera that will take a clear photograph of the seller and has agreed to use such camera to photograph every person, except as herein provided, in connection with all purchases and/or trade-in allowance of all articles by

him, and to make such photographs available to any law enforcement officer or License Collector upon request.

SECTION THREE. Section Two of Ordinance 68812 and Section Two of Ordinance 69096, codified as 8.82.050 of the Revised Code of the City of St. Louis, is hereby amended as follows:

8.82.050 Photograph, transaction forms and holding period.

A. No secondhand dealer shall accept any article or property as full or part payment, or purchase any article or property unless he shall make a photograph of the person from whom such article is being received and attach such photograph to a transaction form which shall be completed at the time of the transaction. For jewelry of any kind or description, or items made in whole or part of gold, silver or precious metals or gemstones including bullion or coins, a photograph of the item shall be taken and the information in the transaction form, as provided in 8.82.050(B), paragraphs one through nine, shall be entered into the Law Enforcement Agency Data System ("LEADS") or any successor database approved by the St. Louis Police Department.

B. The transaction form shall include, but not be limited to the following:

1. The date, time and place of the transaction.
2. The correct legal name, date of birth and place of residence, including City and State, of the seller.
3. A copy of the seller's driver's license, or if not available, a copy of the seller's military identification, passport or other approved State identification number or State identification card.
4. The amount paid for the property.
5. A photograph, taken by the secondhand dealer, of the transaction depicting a discernable likeness of the seller.
6. The home, business and cellular telephone number of seller.
7. The name of the employee handling the purchase.
8. The right thumbprint of the seller and, if the right thumbprint cannot be obtained, the left thumbprint shall be obtained and an explanation shall be provided as to why the right thumbprint was not available.
9. Any other information requested by St. Louis law enforcement authorities.

C. The requirement that the seller be photographed and thumb-printed shall not apply to any purchase or trade-in transaction which occurs at an auction or in the private house or office of the person selling said items but all other requirements as aforesaid shall remain in effect.

D. The photograph and transaction form shall be maintained by the secondhand dealer for a period of one year from the date of the transaction. No secondhand dealer shall refuse to deliver such photograph or transaction form to any law enforcement officer within one year following the date of the transaction. Every secondhand dealer shall display a notice to his customers in a prominent place to the effect that he is required to photograph and fingerprint every person selling or offering as full or part payment an item to him, by city ordinance.

E. At least sixty days prior to the destruction of a photograph or transaction form, the licensee shall notify, in writing, the police department of his intent to destroy such documents. The police department, at its option, shall request the licensee to turn over all said documents to the police department, and the licensee, upon said request, shall turn over all documents to the police department.

F. It shall be unlawful for any secondhand dealer who purchases and/or sells jewelry of any kind or description, or items made in whole or part of gold, silver or precious metals or gemstones including bullion, or coins to sell, trade, melt down or in any way dispose of, alter, or destroy until forty-eight (48) hours after the date of its purchase. Upon written notice that the St. Louis Metropolitan Police Department have cause to believe an item has been stolen, the secondhand dealer shall retain the jewelry, or items made in whole or part of gold, silver or precious metals or gemstones including bullion, or coins for any additional ten (10) days.

SECTION FOUR. Section Two of Ordinance 63478, codified as 8.82.060 in the Revised Code of the City of St. Louis, is hereby amended as follows:

8.82.060 Purchase of certain articles.

No secondhand dealer shall purchase any camera, radio, television set, lawn mower, typewriter, addition machine, calculating machine, copying machine, duplicating machine, tape recorder, tape player, digital recorder, cash register, DVD player, movie player, game system console or device, GPS device, still or moving picture projector or offset projector, dictating machine, record player, cellular phone, electronic communication device, laptop or desktop computer, handheld computerized device, music player device, electric buffer, electric polisher, electric floor waxer, computer equipment, scanner, printer, fax or any item that is manufactured with a serial number or other identifying insignia, unless the item shall have plainly visible thereon the manufacturer's serial number or other identifying insignia.

SECTION FIVE. The following new section, pertaining to the purchase of cellular phones and other electronic communication devices by secondhand dealers is added as follows:

8.82.065 Purchase of cellular phones and other electronic communication devices.

A. When purchasing cellular phones or other electronic communication devices, the secondhand dealer shall obtain the following information from the seller of the phone or device and shall, at the time of the purchase, enter the information into the Law Enforcement Agency Data System ("LEADS") or any successor database approved by the St. Louis Police Department:

1. A complete and accurate description of the cellular phone or electronic communication device taken, purchased or received by such merchant including serial number, if any.
2. The date, time and place of the purchase.
3. The correct legal name, date of birth and place of residence, including City and State, of the seller.
4. A copy of the seller's driver's license, or if not available, a copy of the seller's military identification, passport or other approved State identification number or State identification card.
5. The amount paid for the property.
6. A photograph, taken by the secondhand dealer, of the transaction depicting a discernable likeness of the seller.
7. The home, business and cellular telephone number of seller.
8. The name of the employee handling the purchase.
9. The right thumbprint of the seller and, if the right thumbprint cannot be obtained, the left thumbprint shall be obtained and an explanation shall be provided as to why the right thumbprint was not available.
10. Any other information requested on the form.

B. No purchases shall be made from persons not of legal age.

C. When a police officer has reasonable cause to believe that the cellular phone or electronic communication device received by a secondhand dealer is stolen, the police officer may place a hold notice upon the suspected stolen property. The identified cellular phone or electronic communication device, which has a hold notice, shall be held by the secondhand dealer's place of business for sixty calendar days, unless released sooner, by authority of the policy chief or his designee. After sixty calendar days have passed, unless the police chief or his designee authorizes other disposition, the hold is automatically released and the secondhand dealer may dispose of the cellular phone or electronic communication device.

SECTION SIX. The following new section, pertaining to the responsibility of secondhand dealers to cooperate with law enforcement is added as follows:

8.82.070 Cooperating with Law Enforcement.

Every secondhand dealer and every person employed by such dealer in the conduct of their business shall allow any law enforcement officer or other official designated by the Chief of Police of the City of St. Louis to examine every part of the business premises at any time and shall allow the designee to examine, photograph, or copy any goods, articles, things, books or other records

on the premises to determine compliance with this ordinance and to search for and to place a hold upon any item that may be stolen property.

SECTION SEVEN. Notwithstanding anything in this ordinance to the contrary, a secondhand dealer shall not include a mobile service company regulated by FCC (Federal Communications Commission) that purchases cellular phones or electronic communications devices in return for a non-cash account credit if:

1. for a current customer:

a) the current customer has a preexisting business relationship and account with the mobile service company that is providing the non-cash credit to the customer; and

b) the mobile service company has already obtained and retained information necessary to obtain credit information unique to the current customer; and

c) the mobile service company participates in a service to allow customers to block all use of a stolen cellular phone or electronic communication device, reports stolen cellular phones and electronic communication devices to an industry-wide mobile service database that tracks stolen cellular phones and electronic communication devices, and does not accept stolen cellular phones or electronic communication devices which have been reported as stolen in the industry-wide mobile service database; and

d) on the day of the transaction to accept the used cellular phone or the electronic communication device, the mobile service company enters information into the Law Enforcement Agency Data System ("LEADS"), or any successor database approved by the St. Louis Police Department, the serial number, Electronic Serial Number (ESN), International Mobile Equipment Identifier Number (IMEI), Cellular Data Number (CDN), or any other similar unique numeric identifier; description of the used cellular phone or electronic communication device; and account number associated with the customer turning in for credit the used cellular phone or electronic communication device to the mobile service company; or

2. for a new customer who does not have a preexisting relationship and account with the mobile service company that is providing the non-cash credit to the customer:

a) the mobile service company, when activating an account for the new customer, obtains and retains information necessary to obtain credit information unique to the person surrendering the used cellular phone or electronic communication device in return for the non-cash credit such as date, time and place of transaction; legal name, date of birth, and residence of seller; driver's license information (if driver's license is not available then military identification, passport or other approved State identification number or State Identification card); the credit amount provided to the account; employee's name handling the transaction; and the home, business and cellular phone number of the seller; and

b) the mobile service company participates in a service to allow customers to block all use of a stolen cellular phone and/or electronic communication device, reports stolen cellular phones and electronic communication devices to an industry-wide database that tracks stolen cellular phones and electronic communication devices, and does not accept stolen cellular phones or electronic communication devices reported in the industry-wide database; and

c) on the day of the transaction to accept the used cellular phone or electronic communication device the mobile service company enters information into the Law Enforcement Agency Data System ("LEADS"), or any successor database approved by the St. Louis Police Department, the serial number, Electronic Serial Number (ESN), International Mobile Equipment Identifier Number (IMEI), Cellular Data Number (CDN), or any other similar unique numeric identifier; description of the used cellular phone or electronic communication device; and account number associated with the customer turning in for credit the used cellular phone or electronic communication device to the mobile service company.

SECTION EIGHT. The following new section pertaining to the penalty for violating the Secondhand Dealer Licensing requirements is added as follows:

8.82.140 Penalty Clause.

A. Any person or business that is found to be in violation of any regulations set forth in this Chapter shall be punished by a fine of not less than one dollar nor more than five hundred dollars, per violation, or by imprisonment for not more than ninety days or by both such fine and imprisonment.

B. In addition to the penalties described in this section, the City may revoke an occupancy permit issued for the business premise of any person or business that knowingly and willfully violates this chapter and shall revoke the secondhand dealer's license of any person or business who knowingly and willfully violates this chapter.

SECTION NINE. Severability Clause.

The provisions of this section are severable. If any provision of this ordinance is declared invalid, that invalidity shall not affect other provisions of the ordinance which can be given effect without the invalid provision.

SECTION TEN. Effective Date.

Upon passage and approval by the Board of Aldermen and the Mayor, this Ordinance shall be in full force and effect on January 1, 2013.

Approved: December 19, 2012

**ORDINANCE #69333
Board Bill No. 202**

An ordinance establishing a stop site for all eastbound and westbound traffic traveling on McMillan Avenue at Marcus Avenue and containing an emergency clause.

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

SECTION ONE. There is hereby established a stop site for all eastbound and westbound traffic traveling on McMillan Avenue at Marcus Avenue. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

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

Approved: December 19, 2012

**ORDINANCE #69334
Board Bill No. 203**

An Ordinance directing the Director of Streets to temporarily close, barricade, or otherwise impede the flow of traffic on College Avenue at the west curb line of Carter Avenue and containing an emergency clause.

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

SECTION ONE. The Director of Streets is hereby authorized to temporarily close, barricade, or otherwise impede the flow of traffic on College Avenue at the west curb line of Carter Avenue for a period of six months beginning the effective date of the passage of this ordinance.

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

Approved: December 19, 2012

**ORDINANCE #69335
Board Bill No. 204**

An Ordinance, recommended by the Board of Public Service of the City of St. Louis (the "Board of Public Service"), establishing a public works and improvement project for the design and construction of various roadway infrastructure improvements on Skinker Boulevard between Clayton Road and Clayton Avenue, and Oakland Avenue between Skinker Boulevard and Hampton

Avenue (the "Skinker, Clayton, and Oakland Roadway Improvement Project"); and authorizing and directing the City of St. Louis (the "City"), by and through its Board of Public Service, to let contracts and provide for the design, construction, materials, and equipment for the Skinker, Clayton, and Oakland Roadway Improvement Project, authorizing the Board of Public Service to employ labor and consultants, pay salaries, fees and wages, acquire any and all said real and personal property rights and interests, in whole or in part, including easements (by lease, purchase, eminent domain, condemnation, or otherwise), as necessary for completion of the Skinker, Clayton, and Oakland Roadway Improvement Project, and to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, railroads, and other governmental agencies for the Skinker, Clayton, and Oakland Roadway Improvement Project all in accordance with the federal Transportation Equity Act for the 21st Century (23 U.S.C. 110, et seq.), with any contract containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, and contract advertising statutes; requiring that all work provided for herein shall be carried out in accordance with detailed plans and specifications adopted and approved by the Board of Public Service before bids are advertised therefor; directing that all construction contracts let by authority of this Ordinance provide for federal and state prevailing wage requirements including prevailing wage holiday and overtime pay and compliance with all applicable statutes of the State of Missouri (Sections 290.210 through 290.340 of the Revised Statutes of Missouri 2000, as amended), the City Charter and the Revised Code of the City, as amended; requiring all specifications approved by the Board of Public Service and contracts let by authority of this Ordinance provide for: compliance with the Mayor's Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE utilization goals, except when superseded or prohibited by federal or state law or regulation; contractor's compliance with the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by requiring enrollment and participation in a federal work authorization program and no knowing employment of unauthorized aliens; contractor's compliance with the provisions of Section 292.675 of the Revised Statutes of Missouri 2000, as amended, by providing a ten-hour Occupational Safety and Health Administration construction safety program for their on-site employees; contractor's compliance with the provisions of Section 34.057 of the Revised Statutes of Missouri 2000, as amended, (Prompt Payment/Retainage), as applicable; requiring the furnishing of a bond by every contractor on this public works project pursuant to the provisions of Section 107.170 of the Revised Statutes of Missouri 2000, as amended; compliance with Section 34.353 of the Revised Statutes of Missouri 2000, as amended (Domestic Product Procurement Act – Buy American); requiring all advertisements for bids pursuant to this Ordinance be subject to the provisions of Section 8.250 of the Revised Statutes of Missouri 2000, as amended; and appropriating the total estimated cost of the Skinker, Clayton, and Oakland Roadway Improvement Project of One Million, Nine Hundred Ninety Thousand Dollars (\$1,990,000.00) from various sources including the Federal Highway Administration Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), One-Half Cent Ward Capital Improvement Fund, and Forest Park Bonds; authorizing and directing the Comptroller of the City to draw warrants from time to time and disburse funds appropriated by this ordinance and to receive and disburse grant funds in accordance with the Transportation Equity Act of the 21st Century (23 U.S.C. 110, et seq.) upon the signature and certification of vouchers by the President of the Board of Public Service; and containing a public work emergency clause.

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

SECTION ONE. There is hereby authorized a public works and improvement project for the design and construction of various roadway infrastructure improvements on Skinker Boulevard between Clayton Road and Clayton Avenue, and Oakland Avenue between Skinker Boulevard and Hampton Avenue (the "Skinker, Clayton, and Oakland Roadway Improvement Project").

SECTION TWO. The City of St. Louis (the "City"), by and through its Board of Public Service (the "Board of Public Service"), is hereby authorized and directed to let contracts and provide for the design, construction, materials, and equipment, for the Skinker, Clayton, and Oakland Roadway Improvement Project, to employ labor and consultants, pay salaries, fees and wages, acquire any and all said real and personal property rights or interests, in whole or in part, including easements (by lease, purchase, eminent domain, condemnation, or otherwise) for the completion of the Skinker, Clayton, and Oakland Roadway Improvement Project, to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, railroads, and other governmental agencies, all in accordance with the federal Transportation Equity Act for the 21st Century (23 U.S.C. 110, et seq.), with any contracts containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, and contract advertising statutes.

SECTION THREE. The work provided for herein shall be carried out in accordance with detailed plans and specifications to be adopted and approved by the Board of Public Service before bids are advertised therefor.

SECTION FOUR. All construction contracts let under authority of this Ordinance shall provide that no less than the prevailing hourly rate of wages in the City, as determined in accordance with the Federal Davis-Bacon Act and by the Department of Labor and Industrial Relations of the State of Missouri (Sections 290.210 through 290.340 of the Revised Statutes of Missouri 2000, as amended) for each craft or type of work needed in the actual labor on the jobs herein authorized, as well as the general

prevailing rate of pay for legal holidays and overtime work shall be paid to all workers on the Skinker, Clayton, and Oakland Roadway Improvement Project. All contracts let in connection with the construction provided for herein shall be subject to, and in conformance with all applicable statutes of the State of Missouri and the City Charter and Revised Code of the City, as amended. All contracts let in connection with the construction provided for herein shall require contractor's enrollment and participation in a federal work authorization program and an affirmation that contractor does not knowingly employ unauthorized alien employees pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, require contractor provide a ten-hour Occupational Safety and Health Administration construction safety program for their on-site employees as required by the provisions of Section 292.675 of the Revised Statutes of Missouri 2000, as amended, as applicable, require the contractor(s) to comply with the provisions of Section 34.057 of the Revised Statutes of Missouri 2000, as amended (Prompt Payment/Retainage), require the furnishing of a bond by every contractor on this public works project pursuant to the provisions of Section 107.170 of the Revised Statutes of Missouri 2000, as amended, and require contractor(s) to comply with Section 34.353 of the Revised Statutes of Missouri 2000, as amended (Domestic Product Procurement Act – Buy American).

SECTION FIVE. All specifications approved by the Board of Public Service and contracts let under the authority of this Ordinance shall provide for compliance with the Mayor's Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE utilization goals, except when otherwise superseded or prohibited by federal or state law or regulation.

SECTION SIX. All advertisement for bids pursuant to this Ordinance shall be subject to Section 8.250 of the Revised Statutes of Missouri 2000, as amended.

SECTION SEVEN. The total estimated cost of the Skinker, Clayton, and Oakland Roadway Improvement Project is One Million, Nine Hundred Ninety Thousand Dollars (\$1,990,000.00) of which the federal share is One Million, Five Hundred Ninety-Two Thousand Dollars (\$1,592,000.00) from the Federal Highway Administration Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) to be appropriated from the Federal Aid to Urban Program Match Share Fund, also known as the Federal Aid to Urban Program Revolving Fund, established by Ordinance 56931, and the remaining local match share is Three Hundred Ninety-Eight Thousand Dollars (\$398,000.00) of which Two Hundred Thousand Dollars (\$200,000.00) is to be appropriated from the One-Half Cent Ward Capital Improvement Fund and the remaining One Hundred Ninety Eight Thousand Dollars (\$198,000.00) is to be appropriated from Forest Park Bonds. Said improvements shall be contracted and executed in parts as funds are accrued in the Match Share Fund and are adequate to pay the City's share of the cost.

SECTION EIGHT. The Comptroller of the City is hereby authorized and directed to draw warrants from time to time and disburse funds appropriated by this ordinance and is further authorized and directed to receive and disburse grant funds in accordance with the Transportation Equity Act of the 21st Century (23 U.S.C. 110, et seq.), upon the signature and certification of vouchers by the President of the Board of Public Service. Reimbursement funds received shall be deposited into the Federal Aid to Urban Program Match Share Fund Ordinance 56931.

SECTION NINE. The Board of Public Service is hereby authorized to accept on behalf of the City monetary donations from other governmental agencies and others to assist in paying for the work authorized in this Ordinance. Funds received shall be deposited into the Skinker, Clayton, and Oakland Roadway Improvement Project or the Federal Aid to Urban Program Match Share Fund, also known as the Federal Aid to Urban Program Revolving Fund, established by Ordinance 56931.

SECTION TEN. This being an ordinance providing for public work and improvement, it is hereby declared to be an emergency measure as defined in Article IV, Sections 19 and 20 of the City Charter and shall become effective immediately upon its passage and approval by the Mayor of the City.

Approved: December 19, 2012

**ORDINANCE #69336
Board Bill No. 205**

An Ordinance, recommended by the Board of Public Service of the City of St. Louis (the "Board of Public Service"), establishing a public works and improvement project for the design and construction of the second phase of the Dr. Martin Luther King Pedestrian Lighting Project involving infrastructure improvements on Dr. Martin Luther King Drive from Arlington Avenue to Kingshighway Boulevard (the "Dr. Martin Luther King Pedestrian Lighting Project"); and authorizing and directing the City of St. Louis (the "City"), by and through its Board of Public Service, to let contracts and provide for the design, construction, materials, and equipment for the Dr. Martin Luther King Pedestrian Lighting Project, authorizing the Board of Public Service to employ labor and consultants, pay salaries, fees and wages, acquire any and all said real and personal property rights and interests, in whole or in part, including easements (by lease, purchase, eminent domain, condemnation, or otherwise), as necessary for completion of the Dr. Martin Luther King Pedestrian Lighting Project, and to enter into supplemental agreements with the Missouri Highway and

Transportation Commission, Federal Highway Administration, utilities, railroads, and other governmental agencies for the Dr. Martin Luther King Pedestrian Lighting Project all in accordance with the federal Transportation Equity Act for the 21st Century (23 U.S.C. 110, et seq.), with any contract containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, and contract advertising statutes; requiring that all work provided for herein shall be carried out in accordance with detailed plans and specifications adopted and approved by the Board of Public Service before bids are advertised therefor; directing that all construction contracts let by authority of this Ordinance provide for federal and state prevailing wage requirements including prevailing wage holiday and overtime pay and compliance with all applicable statutes of the State of Missouri (Sections 290.210 through 290.340 of the Revised Statutes of Missouri 2000, as amended), the City Charter and the Revised Code of the City, as amended; requiring all specifications approved by the Board of Public Service and contracts let by authority of this Ordinance provide for: compliance with the Mayor's Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE utilization goals, except when superseded or prohibited by federal or state law or regulation; contractor's compliance with the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by requiring enrollment and participation in a federal work authorization program and no knowing employment of unauthorized aliens; contractor's compliance with the provisions of Section 292.675 of the Revised Statutes of Missouri 2000, as amended, by providing a ten-hour Occupational Safety and Health Administration construction safety program for their on-site employees; contractor's compliance with the provisions of Section 34.057 of the Revised Statutes of Missouri 2000, as amended, (Prompt Payment/Retainage), as applicable; requiring the furnishing of a bond by every contractor on this public works project pursuant to the provisions of Section 107.170 of the Revised Statutes of Missouri 2000, as amended; compliance with Section 34.353 of the Revised Statutes of Missouri 2000, as amended (Domestic Product Procurement Act – Buy American); requiring all advertisements for bids pursuant to this Ordinance be subject to the provisions of Section 8.250 of the Revised Statutes of Missouri 2000, as amended; and appropriating the total estimated cost of the Dr. Martin Luther King Pedestrian Lighting Project of Nine Hundred Twenty Thousand Dollars (\$920,000.00) from various sources including the Federal Highway Administration Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), and the One-Half Cent Ward Capital Improvement Fund; authorizing and directing the Comptroller of the City to draw warrants from time to time and disburse funds appropriated by this ordinance and to receive and disburse grant funds in accordance with the Transportation Equity Act of the 21st Century (23 U.S.C. 110, et seq.) upon the signature and certification of vouchers by the President of the Board of Public Service; and containing a public work emergency clause.

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

SECTION ONE. There is hereby authorized a public works and improvement project for the design and construction of the second phase of infrastructure improvements on Dr. Martin Luther King Drive from Arlington Avenue to Kingshighway Boulevard (the "Dr. Martin Luther King Pedestrian Lighting Project").

SECTION TWO. The City of St. Louis (the "City"), by and through its Board of Public Service (the "Board of Public Service"), is hereby authorized and directed to let contracts and provide for the design, construction, materials, and equipment, for the Dr. Martin Luther King Pedestrian Lighting Project, to employ labor and consultants, pay salaries, fees and wages, acquire any and all said real and personal property rights or interests, in whole or in part, including easements (by lease, purchase, eminent domain, condemnation, or otherwise) for the completion of the Dr. Martin Luther King Pedestrian Lighting Project, to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, railroads, and other governmental agencies, all in accordance with the federal Transportation Equity Act for the 21st Century (23 U.S.C. 110, et seq.), with any contracts containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, and contract advertising statutes.

SECTION THREE. The work provided for herein shall be carried out in accordance with detailed plans and specifications to be adopted and approved by the Board of Public Service before bids are advertised therefor.

SECTION FOUR. All construction contracts let under authority of this Ordinance shall provide that no less than the prevailing hourly rate of wages in the City, as determined in accordance with the Federal Davis-Bacon Act and by the Department of Labor and Industrial Relations of the State of Missouri (Sections 290.210 through 290.340 of the Revised Statutes of Missouri 2000, as amended) for each craft or type of work needed in the actual labor on the jobs herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work shall be paid to all workers on the Dr. Martin Luther King Pedestrian Lighting Project. All contracts let in connection with the construction provided for herein shall be subject to, and in conformance with all applicable statutes of the State of Missouri and the City Charter and Revised Code of the City, as amended. All contracts let in connection with the construction provided for herein shall require contractor's enrollment and participation in a federal work authorization program and an affirmation that contractor does not knowingly employ unauthorized alien employees pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, require contractor provide a ten-hour Occupational Safety and Health Administration construction safety program for their on-site employees as required by the provisions

of Section 292.675 of the Revised Statutes of Missouri 2000, as amended, and, as applicable, require the contractor(s) to comply with the provisions of Section 34.057 of the Revised Statutes of Missouri 2000, as amended (Prompt Payment/Retainage), require the furnishing of a bond by every contractor on this public works project pursuant to the provisions of Section 107.170 of the Revised Statutes of Missouri 2000, as amended, and require contractor(s) to comply with Section 34.353 of the Revised Statutes of Missouri 2000, as amended (Domestic Product Procurement Act – Buy American).

SECTION FIVE. All specifications approved by the Board of Public Service and contracts let under the authority of this Ordinance shall provide for compliance with the Mayor’s Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE utilization goals, except when otherwise superseded or prohibited by federal or state law or regulation.

SECTION SIX. All advertisement for bids pursuant to this Ordinance shall be subject to Section 8.250 of the Revised Statutes of Missouri 2000, as amended.

SECTION SEVEN. The total estimated cost of the Dr. Martin Luther King Pedestrian Lighting Project Nine Hundred Twenty Thousand Dollars (\$920,000.00) of which the federal share is Seven Hundred Thirty-Six Thousand Dollars (\$736,000.00) from the Federal Highway Administration Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) to be appropriated from the Federal Aid to Urban Program Match Share Fund, also known as the Federal Aid to Urban Program Revolving Fund, established by Ordinance 56931, and the remaining local match share is One Hundred Eighty-Four Thousand Dollars (\$184,000.00) to be appropriated from the One-Half Cent Ward Capital Improvement Fund. Said improvements shall be contracted and executed in parts as funds are accrued in the Match Share Fund and are adequate to pay the City’s share of the cost.

SECTION EIGHT. The Comptroller of the City is hereby authorized and directed to draw warrants from time to time and disburse funds appropriated by this ordinance and is further authorized and directed to receive and disburse grant funds in accordance with the Transportation Equity Act of the 21st Century (23 U.S.C. 110, et seq.), upon the signature and certification of vouchers by the President of the Board of Public Service. Reimbursement funds received shall be deposited into the Federal Aid to Urban Program Match Share Fund Ordinance 56931.

SECTION NINE. The Board of Public Service is hereby authorized to accept on behalf of the City monetary donations from other governmental agencies and others to assist in paying for the work authorized in this Ordinance. Funds received shall be deposited into the Dr. Martin Luther King Pedestrian Lighting Project or the Federal Aid to Urban Program Match Share Fund, also known as the Federal Aid to Urban Program Revolving Fund, established by Ordinance 56931.

SECTION TEN. This being an ordinance providing for public work and improvement, it is hereby declared to be an emergency measure as defined in Article IV, Sections 19 and 20 of the City Charter and shall become effective immediately upon its passage and approval by the Mayor of the City.

Approved: December 19, 2012

ORDINANCE #69337
Board Bill No. 216

An ordinance establishing a stop site for all northbound and southbound traffic traveling on Arendes Drive at Dover Place and establishing a stop site for all eastbound traffic traveling on Dover Place at Arendes Drive causing it to be a three way stop intersection and containing an emergency clause.

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

SECTION ONE. There is hereby established a stop site for all northbound and southbound traffic traveling on Arendes Drive at Dover Place and establishing a stop site for all eastbound traffic traveling on Dover Place at Arendes Drive causing it to be a three way stop intersection. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

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

Approved: December 19, 2012

ORDINANCE #69338
Board Bill No. 219

An ordinance establishing a stop site for all eastbound and westbound traffic traveling on Scanlan Avenue at Leola Avenue and containing an emergency clause.

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

SECTION ONE. There is hereby established a stop site for all eastbound and westbound traffic traveling on Scanlan Avenue at Leola Avenue. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

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

Approved: December 19, 2012

ORDINANCE #69339
Board Bill No. 220

An ordinance establishing a stop site for all northbound and southbound traffic traveling on Tamm Avenue at Smiley Avenue and containing an emergency clause.

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

SECTION ONE. There is hereby established a stop site for all eastbound and westbound traffic traveling on Tamm Avenue at Smiley Avenue. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

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

Approved: December 19, 2012

ORDINANCE #69340
Board Bill No. 227

An ordinance establishing a stop site for all eastbound and westbound traffic traveling on Juniata Street at Clifton Avenue and containing an emergency clause.

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

SECTION ONE. There is hereby established a stop site for all eastbound and westbound traffic traveling on Juniata Street at Clifton Avenue. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

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

Approved: December 19, 2012

ORDINANCE #69341
Board Bill No. 222

An ordinance establishing the Forest Park Southeast 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, petitions signed by property owners in the area hereinafter described have been filed with the City, requesting the establishment of a Special Business District; and

WHEREAS, pursuant to Section 71.792 R.S.Mo., a survey and investigation of the desirability and possibility of forming a Special Business District in that portion of the City of St. Louis within the maximum commonly known boundaries Beginning at center line of Kingshighway and Swan Avenue; then northward along the center line of Kingshighway to its intersection with southern edge of the Interstate 64 right-of-way; then heading eastward along the southern edge of the Interstate 64 right-of-way to its intersection with the center line of Tower Grove Avenue; then heading southward along the center line of Tower Grove Avenue to its intersection with the extension of the east/west alley in City Block 4879; then heading eastward in the center of the east/west alley in the center of City Block 4879 to the southwest corner of parcel 487900170; then heading eastward along the south boundary of parcel 487900170 to its extension in the center of South Boyle Avenue; then heading southward along the center of Boyle Avenue to the extension of the south boundary of parcel 396500590; then eastward along the south boundary of parcel 396500590 to its intersection with the south boundary of parcel number 396500640; then heading eastward along the south boundary of parcel 396300640 to the southwest boundary of parcel 396500105; then eastward along the south boundary of parcel 396500105 to its extension in the center of Talmage Avenue; then heading north to the northwest boundary of parcel 396500760; then eastward to the northwest boundary of parcel 396500770; then south to the north boundary of parcel 396500390; then heading eastward along the northern boundary of 396500390 to its extension in the center of Sarah Street; then heading north along the center of Sarah Street to its intersection with Papin Avenue; then heading east along the center line of Papin Street to its intersection with Vandeventer Avenue; then heading northwest along the center of Vandeventer to its intersection with Papin Street; then heading east along the center of Papin to its intersection with Pacific Avenue; then heading southward to the center line of Pacific Avenue to the center line of Chouteau Avenue; then heading westward along the center line of Chouteau Avenue to the center line of Vandeventer Avenue; then heading southward along the center line of Vandeventer Avenue to its intersection with Tower Grove Avenue; then heading north along the center of Tower Grove Avenue to its intersection with Hunt Avenue; then heading west to northeast boundary of parcel 398500140; then heading south to its intersection with parcel 398500150; the heading west to the center of Newstead Avenue; then heading northward along the center line of Newstead Avenue to the extension of the center line of the east/west alley in City Block 3981; then heading westward in the center line of the east/west alley of City Block 3981 to its intersection in the center of Taylor Avenue; then heading northward along the center line of Taylor Avenue to its intersection in the center of the intersection with Swan Avenue; then heading westward in the center line of Swan Avenue to it intersection in the center line of Kingshighway Boulevard; has been conducted and a written report thereof is on file in the office of the City Register as Document _____; and

WHEREAS, this Board of Aldermen did on November 9, 2012 adopt Resolution Number 167 declaring its intention to establish a Special Business District in said area and calling for a public hearing on the matter; and

WHEREAS, said public hearing, duly noticed, was held at 9:00 a.m. on November 20, 2012 by the 2012-13 Committee on Ways & Means of the Board of Aldermen; and

WHEREAS, this Board of Aldermen hereby finds that the establishment of a Special Business District for said area described above 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

WHEREAS, the said district shall be known as the Forest Park Southeast Special Business District;

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

SECTION ONE. A Special Business District, to be known as the "Forest Park Southeast Special Business District" (hereinafter referred to as the "District"), is hereby established for the area of the City described as follows:

Beginning at center line of Kingshighway and Swan Avenue; then northward along the center line of Kingshighway to its intersection with southern edge of the Interstate 64 right-of-way; then heading eastward along the southern edge of the Interstate 64 right-of-way to its intersection with the center line of Tower Grove Avenue; then heading southward along the center line of Tower Grove Avenue to its intersection with the extension of the east/west alley in City Block 4879; then heading eastward in the center of the east/west alley in the center of City Block 4879 to the southwest corner of parcel 487900170; then heading eastward along the

south boundary of parcel 487900170 to its extension in the center of South Boyle Avenue; then heading southward along the center of Boyle Avenue to the extension of the south boundary of parcel 396500590; then eastward along the south boundary of parcel 396500590 to its intersection with the south boundary of parcel number 396500640; then heading eastward along the south boundary of parcel 396300640 to the southwest boundary of parcel 396500105; then eastward along the south boundary of parcel 396500105 to its extension in the center of Talmage Avenue; then heading north to the northwest boundary of parcel 396500760; then eastward to the northwest boundary of parcel 396500770; then south to the north boundary of parcel 396500390; then heading eastward along the northern boundary of 396500390 to its extension in the center of Sarah Street; then heading north along the center of Sarah Street to its intersection with Papin Avenue; then heading east along the center line of Papin Street to its intersection with Vandeventer Avenue; then heading northwest along the center of Vandeventer to its intersection with Papin Street; then heading east along the center of Papin to its intersection with Pacific Avenue; then heading southward to the center line of Pacific Avenue to the center line of Chouteau Avenue; then heading westward along the center line of Chouteau Avenue to the center line of Vandeventer Avenue; then heading southward along the center line of Vandeventer Avenue to its intersection with Tower Grove Avenue; then heading north along the center of Tower Grove Avenue to its intersection with Hunt Avenue; then heading west to northeast boundary of parcel 398500140; then heading south to its intersection with parcel 398500150; the heading west to the center of Newstead Avenue; then heading northward along the center line of Newstead Avenue to the extension of the center line of the east/west alley in City Block 3981; then heading westward in the center line of the east/west alley of City Block 3981 to its intersection in the center of Taylor Avenue; then heading northward along the center line of Taylor Avenue to its intersection in the center of the intersection with Swan Avenue; then heading westward in the center line of Swan Avenue to it intersection in the center line of Kingshighway Boulevard.

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 at eighty-five cents (\$.85) on the one hundred dollars (\$100.00) assessed valuation, subject to the provisions of Section Nine. Such tax shall be imposed during the 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 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 85 cents (\$.85) 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, 2013; two (2) members shall be appointed for a term expiring December 31, 2014; two (2) members shall be appointed for a term expiring December 31, 2015; and two (2) members shall be appointed for a term expiring December 31, 2016.

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;

C. To construct, install, improve and/or maintain infrastructure, including but not limited to sidewalks, green space and 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 April 2, 2013, 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 of \$.85 per \$100.00 valuation be imposed for the tax years, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 on all real property located in the Forest Park Southeast Special Business District as defined in Ordinance No. _____, approved DATE, (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: December 20, 2012

**ORDINANCE #69342
Board Bill No. 223**

An ordinance submitting to the qualified voters residing in the Forest Park Southeast Special Business District Special Business District as designated in Ordinance No. _____, approved DATE (Board Bill No. __) 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 April 2, 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 Forest Park Southeast Special Business District Special Business District, as designated in Ordinance No. _____, approved DATE, (Board Bill No. __) 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 of \$.85 per \$100.00 valuation be imposed for the tax years 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 on all real property located in the Forest Park Southeast Special Business District as defined in Ordinance No.

_____, approved DATE, (Board Bill No. ___) for the purposes as set forth in said Ordinance?

SECTION TWO. The foregoing proposition shall be submitted to qualified voters residing in the Forest Park Southeast Special Business District at a special election in said District to be held on Tuesday, April 2, 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 of \$.85 per \$100.00 valuation be imposed for the tax years 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 on all real property located in the Forest Park Southeast Special Business District as defined in Ordinance No. _____, approved DATE, (Board Bill No.____) 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: December 20, 2012

ORDINANCE #69343
Board Bill No. 224

An ordinance establishing the Botanical Heights West 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, petitions signed by property owners in the area hereinafter described have been filed with the City, requesting the establishment of a Special Business District; and

WHEREAS, pursuant to Section 71.792 R.S.Mo., a survey and investigation of the desirability and possibility of forming a Special Business District in that portion of the City of St. Louis within the maximum commonly known boundaries Beginning at the center line of the intersection of Folsom Avenue and 39th Street; then west along the center of Folsom Avenue to the center of the intersection of Folsom Avenue and Lawrence Avenue; then south along the center of Lawrence Avenue to the extension of the east-west alley in City block 4964 in the center of Lawrence Avenue; then west along the center line of the east-west alley in City Block 4964 to its extension in the center of Thurman Avenue; then south along the center of Thurman Avenue to the center of the intersection of Thurman Avenue and Lafayette Avenue; then west along the center of Lafayette Avenue to the center of the intersection of Lafayette Avenue and Vandeventer Avenue; then east on the center of Vandeventer Avenue to the intersection of the center of Vandeventer Avenue and Tower Grove Avenue; then south along the center of Tower Grove Avenue to the extension of the north boundary parcel number 497300060 in the center of Tower Grove Avenue; then east along the north line of parcel number 497300060 to the northwest corner of parcel number 497300065; then east along the north boundary of parcel number 497300065 to its intersection with the northwest corner of parcel number 497300040; then east along the north boundary of parcel number 497300040 to its intersection with the northwest corner of parcel number 496800050; then east along the north line of parcel number 496800050 to its intersection with the northwest corner of parcel number 496800046; then east along the north line of parcel number 496800046 to its intersection with the northwest corner of parcel number 496500060; then east along the north boundary of parcel number 496500060 to its intersection with the northwest corner of parcel number 496500050; then east along the north boundary of parcel number 496500050 to its intersection with the northwest corner of parcel number 496500040; then east along the north

boundary of parcel number 496500040 to its intersection with the northwest corner of parcel number 496000235; then east along the north boundary of parcel number 496000235 to its intersection with the east-west alley in City Block 4960; then east along the center line of the east-west alley in City Block 4960 to its extension in the center of 39th Street; then south along the center line of 39th Street to the beginning; has been conducted and a written report thereof is on file in the office of the City Register as Document _____; and

WHEREAS, this Board of Aldermen did on November 9, 2012 adopt Resolution Number 166 declaring its intention to establish a Special Business District in said area and calling for a public hearing on the matter; and

WHEREAS, said public hearing, duly noticed, was held at 9:00 a.m. on November 20, 2012 by the 2012-13 Committee on Ways & Means of the Board of Aldermen; and

WHEREAS, this Board of Aldermen hereby finds that the establishment of a Special Business District for said area described above 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

WHEREAS, the said district shall be known as the Botanical Heights West Special Business District;

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

SECTION ONE. A Special Business District, to be known as the " Botanical Heights West Special Business District" (hereinafter referred to as the "District"), is hereby established for the area of the City described as follows:

Beginning at the center line of the intersection of Folsom Avenue and 39th Street; then west along the center of Folsom Avenue to the center of the intersection of Folsom Avenue and Lawrence Avenue; then south along the center of Lawrence Avenue to the extension of the east-west alley in City block 4964 in the center of Lawrence Avenue; then west along the center line of the east-west alley in City Block 4964 to its extension in the center of Thurman Avenue; then south along the center of Thurman Avenue to the center of the intersection of Thurman Avenue and Lafayette Avenue; then west along the center of Lafayette Avenue to the center of the intersection of Lafayette Avenue and Vandeventer Avenue; then east on the center of Vandeventer Avenue to the intersection of the center of Vandeventer Avenue and Tower Grove Avenue; then south along the center of Tower Grove Avenue to the extension of the north boundary parcel number 497300060 in the center of Tower Grove Avenue; then east along the north line of parcel number 497300060 to the northwest corner of parcel number 497300065; then east along the north boundary of parcel number 497300065 to its intersection with the northwest corner of parcel number 497300040; then east along the north boundary of parcel number 497300040 to its intersection with the northwest corner of parcel number 496800050; then east along the north line of parcel number 496800050 to its intersection with the northwest corner of parcel number 496800046; then east along the north line of parcel number 496800046 to its intersection with the northwest corner of parcel number 496500060; then east along the north boundary of parcel number 496500060 to its intersection with the northwest corner of parcel number 496500050; then east along the north boundary of parcel number 496500050 to its intersection with the northwest corner of parcel number 496500040; then east along the north boundary of parcel number 496500040 to its intersection with the northwest corner of parcel number 496000235; then east along the north boundary of parcel number 496000235 to its intersection with the east-west alley in City Block 4960; then east along the center line of the east-west alley in City Block 4960 to its extension in the center of 39th Street; then south along the center line of 39th Street to the 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 at eighty-five cents (\$.85) on the one hundred dollars (\$100.00) assessed valuation, subject to the provisions of Section Nine. Such tax shall be imposed during the 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 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 85 cents (\$.85) 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, 2013; two (2) members shall be appointed for a term expiring December 31, 2014; two (2) members shall be appointed for a term expiring December 31, 2015; and two (2) members shall be appointed for a term expiring December 31, 2016.

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;

C. To construct, install, improve and/or maintain infrastructure, including but not limited to sidewalks, green space, sidewalks and related improvements;

D. To improve access to social services including educational, mental health, vocational, senior, substance abuse treatment programs and related programs;

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 April 2, 2013, 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 of \$.85 per \$100.00 valuation be imposed for the tax years, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 on all real property located in the Botanical Heights West Special Business District as defined in Ordinance No. _____, approved DATE, (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: December 20, 2012

ORDINANCE #69344
Board Bill No. 225

An ordinance submitting to the qualified voters residing in the Botanical Heights West Special Business District Special Business District as designated in Ordinance No. _____, approved DATE (Board Bill No. ___) 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 April 2, 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 Botanical Heights West Special Business District Special Business District, as designated in Ordinance No. _____, approved DATE, (Board Bill No. ___) 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 of \$.85 per \$100.00 valuation be imposed for the tax years 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 on all real property located in the Botanical Heights West Special Business District as defined in Ordinance No. _____, approved DATE, (Board Bill No. ___) for the purposes as set forth in said Ordinance?

SECTION TWO. The foregoing proposition shall be submitted to qualified voters residing in the Botanical Heights West Special Business District at a special election in said District to be held on Tuesday, April 2, 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 of \$.85 per \$100.00 valuation be imposed for the tax years 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 on all real property located in the Botanical Heights West Special Business District as defined in Ordinance No. _____, approved DATE, (Board Bill No. ___) 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: December 20, 2012

ORDINANCE #69345
Board Bill No. 155

An ordinance recommended by the Planning Commission on August 1, 2012 to revoke the Deaconess Health System Community Unit Plan, which was established by Ordinance 63256 on July 27, 1994, for the described parcels of land in City Blocks 2781.05, 2782.03, 4592.04 and 4593 as indicated on the District Map **contingent upon acquisition of the identified properties by the St. Louis Zoo**; and containing an emergency clause.

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

SECTION ONE. The Community Unit Plan designation, known as the Deaconess Health System Community Unit Plan (designated as Community Unit Plan Application Number 7), as established by Ordinance 63256 on July 27, 1994, and as currently administered under the provisions of Section 26.80.070 of the Revised Code of the City of St. Louis – 1994, of certain real property located in City Blocks 2781.05, 2782.03, 4592.04 and 4593, is hereby revoked, **contingent upon acquisition of the identified properties by the St. Louis Zoo**, such real property being more particularly described and shown in Exhibit A as follows:

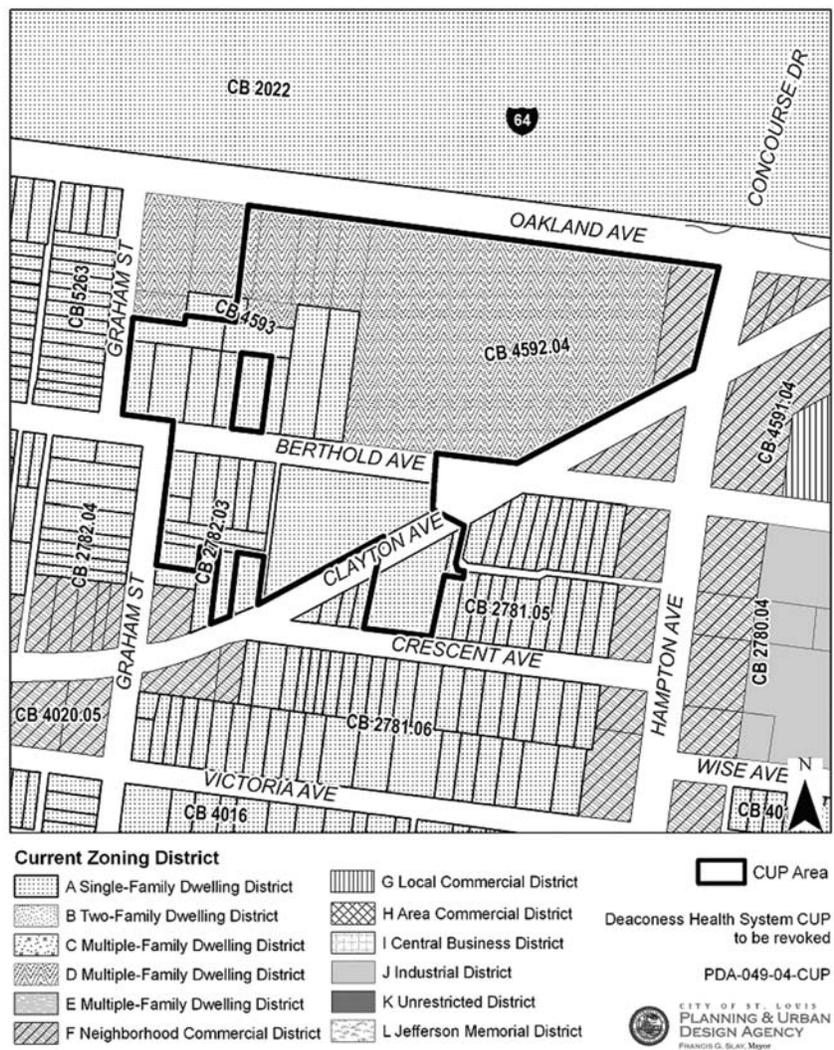
BEGINNING at the intersection of the South right-of-way line of Oakland Avenue, 50 feet wide, with the West right-of-way line of Hampton Avenue, 80 feet wide; thence south 08 degrees 34 minutes 30 seconds West 227.28 feet along said West right-of-way line of Hampton Avenue, 80 feet wide, to the north right-of-way line of Clayton Avenue, 60 feet wide; thence south 63 degrees 03 minutes 38 seconds west 414.58 feet along said north right-of-way line of Clayton Avenue, 60 feet wide, to the north right-of-way line of Berthold Avenue, 60 feet wide; thence north 81 degrees 44 minutes 55 seconds west 145.13 feet along said north right-of-way line of Berthold Avenue, 60 feet wide, to a point; thence south 08 degrees 16 minutes 35 seconds west 102.36 feet to said north right-of-way line of Clayton Avenue, 60 feet wide; thence south 51 degrees 17 minutes 29 seconds east 65.86 feet to a point, said point being the intersection of the south right-of-way line of said Clayton Avenue, 60 feet wide, with the west line of the North/South alley in said city block 2781N; thence south 08 degrees 33 minutes 15 seconds west 94.35 feet and south 26 degrees 26 minutes 16 seconds east 12.21 feet along said west line of said alley to a point; thence north 81 degrees 43 minutes 06 seconds west 30.17 feet to a point; thence south 08 degrees 33 minutes 15 seconds west 140 feet to the north right-of-way line of Crescent Avenue, 60 feet wide; thence north 81 degrees 43 minutes 06 seconds west 150 feet along said north right-of-way line of Crescent Avenue, 60 feet wide, to a point; thence north 08 degrees 33 minutes 15 seconds east 195.41 feet to said north right-of-way line of Clayton Avenue, 60 feet wide; thence south 63 degrees 03 minutes 38 seconds west 303.46 feet along said north right-of-way line of Clayton Avenue, 60 feet wide, to a point, said point being the intersection of said north right-of-way line of Clayton Avenue with the west line of said north/south alley in city block 2782E; thence north 08 degrees 16 minutes 35 seconds east 105.51 feet along west line of said alley to a point; thence north 81 degrees 43 minutes 12 seconds west 40 feet to a point; thence south 08 degrees 16 minutes 35 seconds west 133.74 feet to said north right-of-way line of Clayton Avenue, 60 feet wide; thence south 63 degrees 03 minutes 38 seconds west 48.96 feet along said north right-of-way line of Clayton Avenue, 60 feet wide, to a point; thence north 08 degrees 16 minutes 35 seconds east 161.98 feet to a point; thence north 81 degrees 43 minutes 12 seconds west 39.83 feet to a point; thence south 08 degrees 16 minutes 35 seconds west 50 feet to a point; thence north 81 degrees 43 minutes 12 seconds west 100 feet to the east right-of-way line of Graham Avenue, 60 feet wide; thence north 08 degrees 16 minutes 35 seconds east 303.89 feet along said east right-of-way line of Graham Avenue, 60 feet wide, and its direct prolongation northwardly to said north right-of-way line of Berthold Avenue, 60 feet wide; thence north 81 degrees 44 minutes 55 seconds west 111.05 feet along said north right-of-way line of Berthold Avenue, 60 feet wide, to the east right-of-way line of Graham Avenue, 60 feet wide, said point being the southwest corner of said city block 4593; thence north 07 degrees 34 minutes 20 seconds east 197.25 feet along said east right-of-way line of Graham Avenue, 60 feet wide, to a point; thence south 81 degrees 46 minutes 20 seconds east 100 feet to a point; thence north 07 degrees 34 minutes 20 seconds east 18.50 feet to a point; thence south 01 degree 46 minutes 20 seconds east 121.36 feet to a point; thence north 07 degrees 34 minutes 20 seconds east 24 feet to a point; thence north 81 degrees 46 minutes 20 seconds west 20 feet to a point; thence north 07 degrees 34 minutes 20 seconds east 26 feet to a point; thence north 81 degrees 46 minutes 20 seconds west 1.36 feet to a point; thence north 07 degrees 34 minutes 20 seconds east 200 feet to said south right-of-way line of Oakland Avenue, 50 feet wide; thence south 81 degrees 46 minutes 20 seconds east 986.16 feet along said south right-of-way line of Oakland Avenue, 50 feet wide, to a point, said point being the point of beginning.

EXCEPTING therefrom the following described tract: A tract of land being part of city block 4593 and part of Berthold Avenue, 60 feet wide, in the City of St. Louis, and being more particularly described as follows:

BEGINNING at a point on the centerline of Berthold Avenue, 60 feet wide, said point being distant south 81 degrees 44 minutes 55 seconds east 114.32 feet from the intersection of said centerline of Berthold Avenue, 60 feet wide, with the northwardly prolongation of the east right-of-way line of Graham Avenue, 60 feet wide; thence north 07 degrees 34 minutes 20 seconds east 190 feet to a point; thence south 81 degrees 44 minutes 55 seconds east 60.28 feet to a point; thence south 07 degrees 34 minutes 20 seconds west 190 feet to said centerline of Berthold Avenue, 60 feet wide; thence north 81 degrees 44 minutes 55 seconds west 60.28 feet along said centerline to a point, said point being the point of beginning.

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

EXHIBIT A DISTRICT MAP



Approved: December 20, 2012

ORDINANCE #69346
Board Bill No. 179
Committee Substitute

An Ordinance pertaining to the Excise Code of the City of St. Louis; amending the definitions of conducting business, person, petition circle, property owner and full drink Sunday License in Ordinance 68536, Section Two, paragraphs 14.01.085, 14.01.300, 14.01.310, 14.01.344, 14.01.130 (B); repealing definitions Special sports stadium license, Ballroom Sunday Sales Permit and Places of Entertainment or Amusement Sunday Sales Permit in Ordinance 68536, Section Two, paragraphs 104.01.130 (E) 104.01.130 (F) 104.01.130 (G); repealing license permit fees in Ordinance 68536, Section Two 14.08.010 (14), 14.08.010 (15), 14.08.010 (16) and 14.08.010 (17); amending petition exceptions in Ordinance 68536, Section Two 14.08.050(B); amending retail license application requirements and petition requirements in Ordinance 68536, Section Nine, paragraphs 14.08.030 and 14.08.050; amending and adding new definitions; containing a severability clause and an emergency clause.

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

SECTION ONE. Ordinance 68536, Section Two, paragraphs 14.01.085, 14.01.300, 14.01.310, 14.01.344 (and codified under the same paragraph numbers) are hereby amended as follows:

14.01.082 Condominium.

The term "condominium" shall mean real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real estate is not a condominium unless the undivided interests in the common elements are vested in the unit owners.

14.01.084 Condominium Association.

The phrase "condominium association" shall mean the unit owners' association organized under section 448.3-101 RSMo. (as amended).

14.01.085 Conducting business.

The phrase "conducting business" shall mean the operation of a business or condominium association in a building or on a parcel of land which has either a business license from the City of St. Louis or a professional license from the State of Missouri, if such license is required under the laws of the City of St. Louis or State of Missouri.

14.01.300 Person.

The term "person" shall mean an individual, association, club, joint stock company, syndicate, partnership, corporation, business organized under the laws of the State of Missouri, a receiver, trustee, conservator, or other officer appointed by any state or federal court.

14.01.310 Petition circle.

C. The term "petition circle" shall mean any portion of the building on the main floor, the two floors immediately above the main floor, and the floor immediately below the main floor. No portion of a building shall be considered to be within the petition circle other than the main or surface floor of such building, the two floors immediately above the main or surface floor, and the floor immediately below the main or surface floor. unless it is a condominium[RW1] created under Chapter 448 RSMo. 2000 (as amended). [When a portion of a condominium building is within the petition circle, the condominium association, regardless of its office location, shall be within the petition circle.]

14.01.344 Property Owner.

The term "Property Owner" shall mean any person, 18 years of age or older, who owns or co-owns real estate that is touched by or is within the petition circle. A property owner shall be only counted once in the total number of property owners and only one signature of a property owner is accepted as valid regardless of the number of real estate parcels or units [RW2]that the individual or entity owns or co-owns within the petition circle.

14.01.130 Drink License. The terms "Full Drink License," "Full Drink Sunday License" or "Drink

B. Full Drink Sunday License. "Full Drink Sunday License" means a license that shall permit the retail sale on Sundays

of intoxicating liquor and nonintoxicating beer. This license authorizes the licensee to sell intoxicating liquor and nonintoxicating beer by the drink for consumption on the licensed premises from 9:00 a.m. and midnight on Sunday. If the licensed premise(s) is located on the grounds of a sports stadium used primarily for professional sporting events, intoxicating liquor and nonintoxicating beer by the drink at retail for consumption on the premises may be sold between the hours of 8:00 a.m. and midnight on Sunday . Such license may only be issued where the licensed premises are a restaurant, as that term is defined in this chapter, and may only be issued to persons to whom a City full drink license has been issued. A full drink Sunday license shall be null and void any time the corresponding full drink intoxicating liquor license has been suspended, canceled or revoked by a decision of the Excise Commissioner or has been allowed to lapse by the licensee.

SECTION TWO. Ordinance 68536, Section Two, paragraphs 104.01.130 (E), 104.01.130 (F), 104.01.130 (G); are hereby repealed.

SECTION THREE. Ordinance 68536, Section Two, paragraphs 14.08.010 (14), 14.08.010 (15), 14.08.010 (16) and 14.08.010 (17); are hereby repealed.

SECTION FOUR. Ordinance 68536, Section Two, paragraph 14.08.050(B) is hereby amended as follows:

B. The provisions of this section shall not apply to an application for: (1) a drink or C.O.L. license for a boat; (2) a picnic license, (3) a license for a premises located in a mall; (4) a Full Drink Sunday license; (5) special sports stadium license; (6) a Ballroom Sunday sales permit; (7) a common eating and drinking area permit; (8) a drink license for a Place of Entertainment; (9) a Sunday Sales permit for a Place of Entertainment or Amusement; (10) a controlled access liquor cabinet system permit; or (11) a temporary Catering permit. The Excise Commissioner shall have authority to waive the requirements of this section where the premises for which a license is applied for is owned by a governmental entity or governmental agency.

SECTION FIVE. Ordinance 68536, Section Nine, paragraphs 14.08.030 and 14.08.050 are hereby amended as follows: 14.08.030 Persons who own property, reside or conduct business within the petition circle.

For the purposes of this chapter and title:

A. A person shall be considered to reside within the petition circle of a premises for which a retail license has been issued or for which an application for a retail license has been submitted to the Excise Commissioner if: (1) his domicile is within the petition circle; and (2) he is registered to vote from an address within the petition circle on the date on which an application is filed or a protest is initiated.

B. A person shall be considered to conduct a business be conducting business within the petition circle if he is engaged in any business, or professional activity and if he leases or rents space for such purpose, or owns property used for such purpose, within the petition circle. Where[RW3] a corporation is conducting business within the petition circle, the signature of the local managing officer shall, for purposes of this chapter, be considered the signature of a person conducting business within the petition circle. The business shall have a valid business or professional service license.

C. When the person conducting business within the petition circle is a corporation, association, partnership, limited liability company, limited partnership, or any other business entity organized under the laws of the State of Missouri including a condominium association, the signature of the President, Secretary or managing officer of such entity shall, for purposes of this title, be considered the signature of the person conducting businesses within the petition circle and such business shall have a valid business or professional service license, if required under the laws of the City of St. Louis or State of Missouri.

14.08.050 License applications—Neighborhood approval—Exemptions—Petition contents.

A. Except as provided by this chapter or title, no retail license shall be issued to any person who has submitted an application for a license to the Excise Commissioner, unless such person also submits a petition signed by: (1) a majority of the persons owning property within the petition circle and (2) a majority of any combination of the registered voters who reside in the petition circle and persons that are conducting business within the petition circle. With respect to a condominium under Chapter 448 RSMo. 2000 (as amended), “persons” shall mean one head cunt applied to the applicable unit owners’ association’s authorized representative and not to each unit owner within the condominium[RW4].

B. The provisions of this section shall not apply to an application for: (1) a drink or C.O.L. license for a boat; (2) a picnic license, (3) a license for a premises located in a mall; (4) a full drink Sunday license; (5) special sports stadium license; (6) a ballroom Sunday sales permit; (7) a common eating and drinking area permit; (8) a drink license for a place of entertainment; (9) a Sunday sales permit for a place of entertainment or amusement; (10) a controlled access liquor cabinet system permit; or (11) a

temporary catering permit. The Excise Commissioner shall have authority to waive the requirements of this section where the premises for which a license is applied for is owned by a governmental entity or governmental agency.

C. Each neighborhood consent petition form shall contain the following information: (1) the name of the person(s) applying for the license; (2) the address of the premises for which the license is sought; (3) the name under which the licensee shall conduct business at the premises for which an application has been submitted; (4) where the applicant is a corporation, the name of the person who will be the managing officer of the licensed premises if the application is granted; (5) a statement that "the application is on file and may be viewed at the office of the Excise Division"; and (6) such additional information as may be required under the rules and regulations of the Excise Division. No signature appearing on a neighborhood consent petition shall be considered valid unless the name and address of the person who signed the petition is printed on the face of the petition next to his signature. No person is allowed to sign for another person except a trustee, guardian, a person with power of attorney, or other persons authorized by law. The petition shall be on a form provided by the Excise Commissioner and shall be submitted to the Excise Division three (3) business days before the applicant's scheduled hearing.

D. Unless there is good cause shown therefore, if the neighborhood approval petition required by this section is not filed within forty-five (45) days of receipt of such petition from the Excise Division, the application shall be void.

E. No person shall knowingly accept or offer money or anything of value to another person in exchange for his or her signature.

SECTION THREE. Severability Clause. The provisions of this section are severable. If any provision of this ordinance is declared invalid, that invalidity shall not affect other provisions of the ordinance which can be given effect without the invalid provision.

SECTION FOUR. Emergency Clause. The passage of this ordinance being deemed necessary for the immediate preservation of the public peace, health and safety, an emergency is hereby declared to exist within the meaning of Section 20 of Article IV of the Charter, and this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Approved: December 20, 2012

**ORDINANCE #69347
Board Bill No. 228**

AN ORDINANCE, recommended by and authorizing and directing the Board of Public Service to let contracts, purchase materials, equipment and supplies, employ labor, hire consultants, pay fees, salaries and wages, and do all things necessary to provide for building, facility and equipment improvements to the City of St. Louis Water Division; to appropriate and pay the estimated cost of Five Million Dollars (\$5,000,000.00) from the Water Works Contingent Account, pursuant to Section Five Hundred Two (502) of Ordinance Number 63135, approved March 29, 1994; containing sections for description of the work, approval of plans and specifications, work and material guarantees, estimated expenditures, allocation and reversion authorizations, reimbursement authorization, applicable state and federal wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, contract advertising statutes, and a public work emergency clause.

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

SECTION ONE. The Board of Public Service is hereby authorized and directed to let contracts, purchase materials, equipment and supplies, employ labor, hire consultants, pay fees, salaries and wages, and otherwise provide for building, facility and equipment improvements to the City of St. Louis Water Division, in accordance with the plans and specifications approved and adopted by the Board of Public Service.

SECTION TWO. The work provided herein shall be carried out in accordance with detailed plans and specifications to be adopted and approved by the Board of Public Service before bids are advertised therefore.

SECTION THREE. Any contract, or contracts, shall provide that the contractor, or contractors, doing said work shall guarantee and keep in good repair all of the work and materials used in connection therewith for a term of at least one (1) year, commencing on the date of acceptance of the work by the City.

SECTION FOUR. The sum of Five Million Dollars (\$5,000,000.00) is hereby appropriated and allocated to pay the estimated cost of the work authorized herein from the Water Works Contingent Account, pursuant to Section Five Hundred Two (502) of Ordinance Number 63135, approved March 29, 1994. All funds remaining in this appropriation and allocation, after the final

time of acceptance of the work, shall revert to the same source from which they were appropriated and allocated, after the expiration of any guarantee period.

SECTION FIVE. All construction contracts let under authority of this ordinance shall provide that no less than the prevailing hourly rate of wages be paid in the City of St. Louis, as determined by the Federal Davis-Bacon Act and the Department of Labor and Industrial Relations of the State of Missouri; said prevailing wage shall be paid for each craft or type of worker needed in the actual construction work of the job herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work. All labor performed under this contract shall be subject to the provisions of Section 290.210 to 290.340 inclusive, of the Revised Statutes of Missouri, 1986, as amended, and the charter and Code of the City of St. Louis.

SECTION SIX. The Comptroller of the City of St. Louis shall be hereby directed to draw warrants from time to time on the Treasurer of said City for the several payments and costs specified in Section One hereof.

SECTION SEVEN. All specifications approved by the Board of Public Service and contracts let under the authority of this ordinance shall provide for compliance with all ordinances and Mayor's Executive Orders on equal opportunity and on selection of experts and consultants except when superseded or otherwise prohibited by Federal or State Regulations.

SECTION EIGHT. All advertisements for bids, pursuant to this Ordinance, shall be subject to Section 8.250 of the Revised Statutes of Missouri, 1986, as amended.

SECTION NINE. This being an Ordinance providing for public work and improvements, and the passage thereof being deemed necessary for the immediate preservation of the public health and safety, an emergency is hereby declared to exist within the meaning of Section 20 of Article IV of the Charter of the City of St. Louis and this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: December 20, 2012

ORDINANCE #69348
Board Bill No. 234

An Ordinance authorizing and directing the Fire Chief, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the Federal Emergency Management Agency, to fund a 2011 Staffing for Adequate Fire and Emergency Response project, upon approval of the Board of Estimate and Apportionment, and to expend funds by entering into contracts or otherwise for grant purposes and containing an emergency clause.

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

SECTION ONE. The Fire Chief is hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with Federal Emergency Management Agency to fund a 2011 Staffing for Adequate Fire and Emergency Response project. Said Grant Agreement shall be substantially in words and figures the same as the attached Agreement, which is made part of this Ordinance and is on file with the Register's Office.

SECTION TWO. The Fire Chief is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds, which are hereby appropriated for said purpose, by entering into contracts or otherwise received pursuant to the Grant Agreement, totaling \$3,173,820.00 in a manner that is consistent with the provisions of said Agreement, a copy of which is attached hereto and shall become part of the Ordinance.

SECTION 3. Emergency Clause. This being an Ordinance for the immediate preservation of public peace, health and safety, it is hereby declared to be an immediate measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: December 20, 2012

ORDINANCE #69349
Board Bill No. 237

An ordinance to amend Section 14.08.220 of the Revised Code of the City of St. Louis by repealing said section and enacting in lieu thereof a new Section 14.08.220 relating to 3:00 A.M. closing permits, and containing an emergency clause.

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

SECTION ONE. Section 14.08.220 of the Revised Code of the City of St. Louis is hereby repealed and there is hereby enacted a new Section 14.08.220 to be and read as follows:

14.08.220 3:00 a.m. closing permit--Issuance--Conditions--Exemptions.

A. No "3:00 a.m. closing permit" shall be issued to any person unless such person possesses a full drink liquor license, and until the following conditions have been met and complied with:

1. The applicant shall file with the Excise Commissioner an application for a permit setting forth:

- a. The location of the premises;
- b. The total annual gross sales;
- c. If a hotel or resort, the total number of rooms available for transient guests; and
- d. Such additional information and supporting proofs as deemed necessary by the Excise Commissioner.

B. The Excise Commissioner shall be responsible for the issuance of the "3:00 a.m. closing permit," and for insuring that all permit holders comply fully with all the terms and conditions under which such a permit may be issued.

C. The Excise Commissioner may approve the issuance of a "3:00 a.m. closing permit" to any applicant:

1. Possessing a full drink liquor license;
2. Whose premises are located within a convention trade area; and
3. Who meets at least one of the following conditions:
 - a. The licensed establishment's annual gross sales for the year immediately preceding the date on which the application for a 3:00 a.m. closing permit was filed equal one hundred fifty thousand dollars (\$150,000.00) or more, or
 - b. The business is a resort.

D. In addition, any applicant for a 3:00 a.m. closing permit for premises located other than in a mall or a resort shall present to the Excise Commissioner a petition indicating approval of the issuance of a "3:00 a.m. closing permit" signed by a majority of the persons residing or conducting any business within the petition circle of the licensed premises and a majority of persons owning property within such circle.

E. Notwithstanding any other provision of this section, the Excise Commissioner shall not issue a 3:00 a.m. closing permit for licensed premises located on or within a resort where there is a direct entrance to such licensed premises which opens onto a public street, alley or sidewalk, unless the licensee has submitted to the Excise Commissioner a petition indicating approval of the issuance of a 3:00 a.m. closing permit signed by a majority of persons residing or conducting any business within the petition circle of the licensed premises and a majority of persons owning property within such circle.

F. Notwithstanding any other provision of this chapter or title, a licensee to whom a 3:00 a.m. permit has been issued shall not allow intoxicating liquor or nonintoxicating beer to be sold or consumed on any portion of the premises permitted as a summer garden or sidewalk cafe between the hours of 1:30 a.m. and 10:00 a.m.

G. Notwithstanding any other provision of this chapter or title, no "3:00 a.m. closing permit" shall be issued to any person or business for premises which is not a resort located within the following areas:

(1) Beginning at the point of intersection of the east side of Kingshighway Boulevard and the south side of Washington Avenue, hence running east along the south side of Washington Avenue to the west side of Taylor, hence running south along the west side of Taylor to the north side of the Forest Park Expressway, hence west along the north side of the Forest Park Expressway, to the east side of Kingshighway Boulevard, hence north along the east side of Kingshighway Boulevard back to the point of beginning;

H. Notwithstanding any other provision of this chapter or title, no "3:00 a.m. closing permit" shall be issued to any person or business for premises which is located within the following areas:

Beginning at the center line of Grand Boulevard and Laclede Avenue; extending west along the center line of Laclede Avenue to the center line of Vandeventer Avenue; extending north along the center line of Vandeventer Avenue to the center line of Lindell Boulevard; extending west along the center line of Lindell Boulevard to the center line of Sarah Street; extending south along the center line of Sarah Street to the center line of Forest Park Avenue; extending west along the center line of Forest Park Avenue to the extension of the west boundary of parcel number 390400135 in the center line of Forest Park Avenue; extending south along the west boundary of parcel 390400135 to its intersection with the north boundary of parcel 390400290; extending west along the north boundary of parcel 390400135 to its intersection with the west boundary of parcel 390400135; extending south along the west boundary of the extension of parcel 390400135 to the middle of Duncan Avenue; extending west along the center line of Duncan Avenue to the center line of Newstead Avenue; extending south along the center line of Newstead Avenue to the center line of Clayton Avenue; extending west along the center line of Clayton Avenue to the center line of Taylor Avenue; extending south along the center line of Taylor Avenue to the northern boundary of the I-64 right-of-way; extending east along the north boundary of the I-64 right-of-way to its intersection with the center line of Prospect Avenue, extending north along the center line of Prospect Avenue and its extension to the center line of Forest Park Avenue, extending east on the center line of Forest Park Avenue to the center line of Grand Boulevard, extending north on the center line of Grand Boulevard to the point of the beginning.

Provided, however, that any establishment within said area which currently has a 3:00 closing permit shall be entitled to continue to operate under the authority granted by such permit including the provisions of Section 14.06.050 and shall further be entitled to apply for an extension of such permit so long as it continues to operate pursuant to the authority of a 3:00 a.m. closing permit.

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

Approved: December 20, 2012

**ORDINANCE #69350
Board Bill No. 242**

An Ordinance pertaining to Elections enacting a new section to be codified as Section 2.08.440 of the Revised Code of the City of St. Louis requiring the disclosure of the donors to certain not for profit entities that make expenditures or contributions in support or opposition to a candidate for mayor, comptroller, president of the board of aldermen or a City of St. Louis ballot measure.

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

SECTION ONE. There is hereby enacted one new section to be codified as Section 2.08.440 of the Revised Code of the City of St. Louis which shall read as follows:

Section 2.08.440 Disclosure of donors.

Any not for profit entity organized or operating under 501(c)4 or 501(c)6 of the Internal Revenue Code of the United States making aggregate expenditures or contributions in excess of \$500 in support or opposition to a candidate for mayor, comptroller, president of the board of aldermen or a City of St. Louis ballot measure shall file a donor disclosure report. The donor disclosure report shall be filed with the Board of Election Commissioners within 48 hours of making such expenditures or contributions. The report shall detail the name, address, employer, or if self-employed, the occupation of each donor to the not for profit entity. The initial report shall list such donor information for the prior one year period. After subsequent aggregate expenditures or contributions in excess of \$500, an additional donor disclosure report is required within 48 hours providing donor information since the last report. Any not for profit entity failing to file a required donor disclosure report shall be liable for a civil penalty equal to the amount of its aggregate expenditures and contributions plus \$500. Any candidate or ballot measure campaign receiving a contribution from a not for profit entity that has not filed a required disclosure report shall return such contribution. This section shall not apply to not for profit entities that file donor information reports under Chapter 130 RSMo.

SECTION TWO. Emergency Clause. This being an ordinance for the preservation of public peace, health and safety,

it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: December 20, 2012

ORDINANCE #69351
Board Bill No. 198
Floor Substitute

An ordinance, recommended by the Board of Estimate and Apportionment, pertaining to the real property located at One North Jefferson Avenue (the "Development Area"); establishing an earnings and payroll tax reimbursement account in support of the development described herein; making findings with respect to such development; approving a Development Agreement for such development and authorizing the execution thereof; and authorizing certain actions by City officials.

WHEREAS, Wells Fargo Advisors, LLC ("Wells Fargo" and together with any and all subsidiaries and/or affiliates of Wells Fargo & Company, collectively, the "Developer"), either directly or through an affiliated organization, proposes to develop a portion of its corporate campus located at One North Jefferson Avenue (as more fully described in **Exhibit A** attached hereto, the "Project") to house approximately 445 additional jobs to be created by the Developer or relocated by the Developer to the City of St. Louis from outside the State of Missouri; and

WHEREAS, provision of the incentives described herein are part of an overall incentives package being provided by the State of Missouri and the City of St. Louis in order to retain Wells Fargo's headquarters and expand the Developer's operations in the City of St. Louis and the State of Missouri; and

WHEREAS, the Land Clearance for Redevelopment Authority of the City of St. Louis, the St. Louis Agency for Training and Employment and Wells Fargo have entered into a Memorandum of Understanding dated November 8, 2012, attached as **Exhibit B** hereto, regarding the provision of employment opportunities for qualified city residents.

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

SECTION ONE. Findings. The Board of Aldermen hereby finds that the Project is necessary for and will result in the expansion of the Developer's business operations in the City of St. Louis and the planned addition of approximately 445 jobs over the next five years.

SECTION TWO. Earnings and Payroll Tax Reimbursement. Subject to annual appropriation, an amount equal to fifty percent (50%) of the annual revenue from payroll, earnings and net profit taxes generated by the Developer and the Developer's employees within the Development Area in excess of the amount of such taxes generated in calendar year 2011, shall be deposited by the City into an account designated as the "One North Jefferson Avenue Earnings and Payroll Tax Reimbursement Account" and disbursed to Wells Fargo to reimburse Wells Fargo for expenses incurred in connection with the Project pursuant to the terms and conditions set forth in the Development Agreement attached hereto as **Exhibit A**; provided, however, that in no event shall the amount of such earnings and payroll tax revenues disbursed to Wells Fargo exceed the lesser of (a) amounts deposited into the One North Jefferson Avenue Earnings and Payroll Tax Reimbursement Account or (b) \$1,675,000. As used herein, (a) "earnings taxes" means the revenue from the tax imposed by the City on salaries, wages, commissions, other compensation and net profits, currently codified in Sections 5.22.010 to 5.22.140, R.C. City of St. Louis, and any similar successor tax or taxes, on the quarterly earning tax report, Form W-10, Form W-11 and any other forms governing earnings taxes filed with the Collector's office of the City, and (b) "payroll taxes" means the revenue from the tax imposed by the City on every person who, in connection with his business engages, hires, employs, or contracts with one or more individuals as an employee, to perform work or render services in whole or part within the City, currently codified in Sections 5.23.010 to 5.23.140 R.C. City of St. Louis, and any similar successor tax or taxes, on the quarterly payroll tax report, Form P-10, filed with the Collector's office of the City.

SECTION THREE. Development Agreement. 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, a Development Agreement by and between the City and Wells Fargo, in substantially the form of **Exhibit A** attached hereto, with such changes therein as shall be approved by said Mayor and Comptroller executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized. The City Register is hereby authorized and directed to attest to the Development Agreement and to affix the seal of the City thereto.

SECTION FOUR. Further Authorization. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional

certificates, documents, agreements or other instruments as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

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

SECTION SIX. Severability. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION SEVEN. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

EXHIBIT A

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2012, by and between The City of St. Louis, Missouri, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the "City") and Wells Fargo Advisors, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware ("Wells Fargo").

WITNESSETH

WHEREAS, Wells Fargo and various affiliates currently occupy a corporate campus located at One North Jefferson Avenue in the City (as further described on Exhibit A attached hereto, the "Development Area");

WHEREAS, the provision of the incentives described herein are part of an overall incentives package being provided to Wells Fargo (together with its parent, and any and all subsidiaries and/or affiliates of Wells Fargo or its parent, collectively the "Developer") by the State of Missouri and the City;

WHEREAS, it is anticipated that proposed development of additional office space in the Development Area (as further described herein, the "Project") will result in the expansion of the Developer's business operations in St. Louis by approximately 445 positions over the next five years;

WHEREAS, it is the intent of the City and Wells Fargo that this Agreement set forth the rights and obligations of the City and Wells Fargo with respect to the implementation of the Project; and

WHEREAS, the City, pursuant to Ordinance No. _____ (Board Bill No. _____), has approved entering into this Agreement (the "Ordinance");

NOW, THEREFORE, the City and Wells Fargo, in consideration of the premises and the mutual agreements herein contained, subject to the conditions herein set forth, do agree as follows:

1. **Definitions.** As used in this Agreement, the following words and terms shall have the following meanings:

"Agreement": This Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

"City": The City of St. Louis, Missouri, a body corporate and political subdivision of the State of Missouri.

“City Board”: The Board of Aldermen of The City of St. Louis, Missouri.

“Development Area”: The One North Jefferson Avenue Development Area, as described on Exhibit A attached hereto.

“Earnings and Payroll Tax Revenue”: An amount equal to fifty percent (50%) of the Earnings Tax Revenue plus fifty percent (50%) of the Payroll Tax Revenue generated by the Developer and the Developer’s employees within the Development Area per calendar year in excess of the amount of such taxes collected by the City in calendar year 2011 (\$_____).

“Earnings Tax Revenue”: The revenue from (a) the tax imposed by the City on net profits pursuant to Sections 5.22.010 to 5.22.140 of the Revised Code of the City of St. Louis, or any similar successor tax or taxes, and paid by Developer and (b) the tax imposed by the City on salaries, wages, commissions and other compensation on residents of the City and nonresidents that perform or render work or services in the City pursuant to Sections 5.22.010 to 5.22.140 of the Revised Code of the City of St. Louis or any similar successor tax or taxes and paid by resident or nonresident employees of the Developer performing or rendering work or services in the Development Area.

“Headquarters”: The primary national offices of Wells Fargo, which includes the offices of its senior executives.

“One North Jefferson Earnings and Payroll Tax Reimbursement Account”: The account to be held by the City, designated and named the “One North Jefferson Earnings and Payroll Tax Reimbursement Account – Wells Fargo, St. Louis Missouri,” into which there shall be deposited an amount equal to the Earnings and Payroll Tax Revenue.

“Ordinance”: Ordinance No. _____ (Board Bill # _____) approved by the City Board on _____, 2012.

“Payroll Tax Revenue”: The revenue from the tax imposed by the City on every person who, in connection with his business engages, hires, employs, or contracts with one or more individuals as an employee, to perform work or render services in whole or part within the City pursuant to Sections 5.23.010 to 5.23.140 of the Revised Code of the City of St. Louis, or any similar or successor tax or taxes, and paid by Developer.

“Project”: The redevelopment of floors 1 through 7 in Building F of the Developer’s corporate campus located at One North Jefferson Avenue in the City.

“Project Costs”: The sum total of all costs and expenses incurred by the Developer in connection with the Work and any such costs incidental to the Project. Such costs include, but are not limited to, the following: (a) costs of all due diligence permitted hereunder, including studies, surveys, plans, reports, tests and specifications; (b) professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services; and (c) costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures, including, but not limited to the costs associated with the acquisition and installation of furniture, cubicles and partitions.

“Semi-Annual Calculation Period”: Each six (6) month period during the Term commencing on January 1 and ending on June 30, and commencing on July 1 and ending on December 31.

“Term”: The period commencing on the date hereof through the date that is the earlier of (a) December 31, 2022, or (b) the date on which the Headquarters are no longer located in the City.

“Work”: All work necessary to construct the Project, or reasonably necessary to effectuate the intent of this Agreement.

2. Project. The City and Wells Fargo severally agree to carry out the Project in accordance with this Agreement and the Ordinance. The terms and provisions of the Ordinance are fully incorporated herein by reference.

(a). Project Requirements. Subject to the terms and conditions hereof, Wells Fargo shall (or shall cause the Developer to):

(i) commence renovation of the Project by no later than December 31, 2012 and complete construction of the Project by no later than December 31, 2015, absent any Excusable Delay, as defined herein, unless such time is extended in writing for good cause shown, by agreement of the parties hereto; provided, however, that the completion date shall not be extended beyond December 31, 2016;

(ii) certify to the City in writing when the Project is completed, subject to the City’s verification thereof. Wells Fargo shall cause the Developer to allow representatives of the City to verify such completion, provided that

if within 30 days of Wells Fargo's certification to the City, the City does not either acknowledge the completion of the Project or provide Wells Fargo with written reasons why the Project has not been completed, the Project shall be deemed completed;

(iii) obtain any and all permits and licenses reasonably required by the City necessary to perform under this Agreement and to conform to all rules, regulations, codes and ordinances of the City applicable to the completion of the Work and the performance by Wells Fargo under this Agreement; and

(iv) permit access to the Development Area and to all records of files pertaining to the Project by the representatives of the City and its designees at all reasonable times for any purpose related to this Agreement that the City deems necessary, including, but not limited to, inspection of all work being performed in connection with the construction of improvements in the Development Area or verification of compliance with this Agreement or applicable law.

(b) Excusable Delay. For purpose of this Agreement, "Excusable Delay" shall mean any and all causes beyond the control of the Developer including but not limited to acts of God, terrorism, war, fire or other casualty, strike, lockout or other labor dispute, weather conditions, shortages or unavailability of material, labor or utilities, failure or delay in financing (except as hereinafter provided), vandalism, laws, orders or regulations of any court, governmental, civilian or military authority; provided, however, that all duties and obligations of the City hereunder and under the Ordinance, shall cease and terminate on December 31, 2016, unless the Developer has, on or before such date, completed construction of the Project. Notwithstanding anything to the contrary contained herein, no Excusable Delay shall be deemed to exist (i) as to any matter that could have reasonably been avoided by the exercise of due care applicable to developers of developments substantially similar to the Project in scope and complexity, and (ii) unless Wells Fargo provides the City with a written notice within 30 days of the commencement of such claimed Excusable Delay setting forth the justification therefor.

3. Project Costs. The costs of the Project shall be paid, or shall be caused to be paid, by the Developer, subject to the terms and conditions hereof. Upon completion of the Project, Wells Fargo shall deliver to the City a written certification stating the amount of the Project Costs expended or incurred by the Developer, in form and content attached as Exhibit B, evidencing total Project Costs of no less than \$20,000,000.

4. Earnings and Payroll Tax Reimbursement Account: Collection and Use of Earnings and Payroll Tax Revenue.

(a) Creation of, and Deposit into, the Earnings and Payroll Tax Reimbursement Account. The City agrees to cause a financial officer to establish an account of the City to be held by the City, designated and named the "One North Jefferson Avenue Earnings and Payroll Tax Reimbursement Account," into which there shall be deposited the Earnings and Payroll Tax Revenue. The One North Jefferson Earnings and Payroll Tax Reimbursement Account shall be under the custody and control of the City, subject however, to the provisions of this Agreement and the Ordinance. The City and Wells Fargo agree to cooperate and take all reasonable actions necessary to cause the Earnings and Payroll Tax Revenue to be paid into the One North Jefferson Avenue Earnings and Payroll Tax Reimbursement Account, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

(b) Application of Earnings and Payroll Tax Revenue. The City hereby agrees, subject to annual appropriation, to disburse to Wells Fargo from the One North Jefferson Avenue Earnings and Payroll Tax Reimbursement Account, the Earnings and Payroll Tax Revenue and any taxes, fees or assessments subsequently enacted and imposed in substitution thereof that are generated during the Term, in accordance with the terms and provisions of this Agreement in order to reimburse Wells Fargo for the cost of the development of the Project.

(c) Maximum Reimbursement. Notwithstanding anything set forth herein to the contrary, in no event shall the Earnings and Payroll Tax Revenue reimbursed to Wells Fargo for each Semi-Annual Calculation Period described below exceed the amount on deposit in the One North Jefferson Avenue Earnings and Payroll Tax Reimbursement Account at the end of such Semi-Annual Calculation Period, nor shall the aggregate total of all Semi-Annual Calculation period payments exceed \$1,675,000.

(d) Semi-Annual Calculation Period. Within thirty (30) days after the end of each Semi-Annual Calculation Period during the Term, Wells Fargo shall deliver to the City a written certification stating the Earnings Tax Revenue and the Payroll Tax Revenue paid by the Developer during such Semi-Annual Calculation Period attributable to employees of the Developer employed and physically located in the Development Area (with reasonable supporting documentation), in form and content attached as Exhibit C (each a "Periodic Calculation Certificate").

(e) Within thirty (30) days after Wells Fargo provides each certification described in (d) above, the City

shall cause an amount equal to the Earnings and Payroll Tax Revenue to be deposited into the One North Jefferson Avenue Earnings and Payroll Tax Reimbursement Account and disbursed to Wells Fargo. If the amount of any disbursement is less than the amount stated to be due in the Periodic Calculation Certificate for the applicable Semi-Annual Calculation Period, the City shall provide with such disbursement an explanation of the discrepancy. Notwithstanding anything to the contrary contained herein, no payment pursuant to this paragraph shall be made until the City verifies that the Developer has expended funds for Project Costs in an amount equal to at least \$5,000,000.

5. Maintenance of Development Area. Wells Fargo shall maintain or cause to be maintained all buildings and improvements in the Development Area which it or the Developer owns or leases in a reasonably good state of repair and attractiveness, and shall maintain reasonable property and liability insurance.

6. Annual Appropriation.

(a) The City's obligation to appropriate the Earnings and Payroll Tax Revenue for deposit into the One North Jefferson Avenue Earnings and Payroll Tax Reimbursement Account and to appropriate the funds on deposit from time to time in the One North Jefferson Avenue Earnings and Payroll Tax Reimbursement Account shall not be construed to be a debt of the City within the meaning of Article VI, Section 26(a) of the Missouri Constitution or any other applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or money of the City. With regard to the obligation to pay the Earnings and Payroll Tax Revenue, the parties believe that this is a current expense of the City in each applicable fiscal year.

(b) During the Term, the City covenants and agrees that with respect to each fiscal year of the City, the applicable City official at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the City Board, a request for an appropriation equal to the Earnings and Payroll Tax Revenue received in such fiscal year for deposit into the One North Jefferson Avenue Earnings and Payroll Tax Reimbursement Account.

(c) The City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated or otherwise legally available to make the required payments during each respective fiscal year. The obligations of the City to make the payments hereunder constitute a current expense of the City, are from year to year and do not constitute a mandatory payment obligation of the City in any fiscal year beyond the then current fiscal year of the City in which such appropriation has been made.

(d) The City reasonably believes that legally available funds in an amount sufficient to fully repay the obligations undertaken herein can be obtained. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds for any subsequent fiscal year is solely within the discretion of the then-current governing body of the City.

7. Reserved.

8. Federal Work Authorization Program. Simultaneously with the execution of this Agreement, Wells Fargo shall provide the City with an affidavit and documentation meeting the requirements of Section 285.530, RSMo.

9. Indemnification. Wells Fargo agrees to indemnify, defend and hold harmless the City, the St. Louis Development Corporation ("SLDC") and their respective elected and appointed officials, employees, agents and independent contractors (the "City Indemnitees"), harmless from and against any and all suits, claims, damages, liabilities, costs and/or expenses arising from the Project, the Ordinance, this Agreement or the transactions contemplated thereby (collectively, "Losses"). Notwithstanding anything set forth herein to the contrary, in no event shall Wells Fargo be required to indemnify any City Indemnitee for any Losses caused by the gross negligence or willful misconduct of a City Indemnitee.

10. Non-Compliance. In the event of any violation or breach of any covenant, agreement, restriction, or regulation contained in this Agreement, as may be amended from time to time, by the City or Wells Fargo or their successors or assigns as the case may be, the nonbreaching party shall give written notice of such violation or breach and the breaching party shall have thirty (30) calendar days after receipt of such notice to cure such breach; provided, however, that in the event that said breach cannot be cured within thirty (30) calendar days and the breaching party shall have undertaken the curing of said breach within thirty (30) calendar days and shall diligently pursue the same, then the failure to cure said breach within thirty (30) calendar days shall not be a violation or breach hereof; provided, however, that no such period to cure any default relating to the completion of the Work hereunder shall extend beyond December 31, 2016. Except as provided herein, in the event any breach or violation remains uncured after thirty (30) calendar days from the date of notice, the breaching party, for itself and its successors and assigns, agrees that the nonbreaching party has the right and power to institute and prosecute any proceeding at law or in equity to enforce any covenant or agreement contained herein and for damages resulting therefrom. The parties, their successors and assigns, further agree that the other

party shall have the right and power to institute and prosecute proceedings to enjoin the threatened or attempted violation of any covenant, agreement, restriction or regulation contained herein. Such legal proceedings, if against Wells Fargo, shall not affect the allocation of the Earnings and Property Tax Revenue described herein or any property in the Development Area that has been or is being developed or used in accordance with the provision of this Agreement. The breaching party at all times shall have the right to appeal to the courts from any adverse decision so rendered.

11. Miscellaneous Provisions.

(a) Conflict of Interest. No member of the City Board, or of any branch of the City's government that has any power of review or approval of any of Wells Fargo's undertakings shall participate in any decisions relating thereto which affect such person's personal interests or the interests of any corporation or partnership in which he is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City Board the nature of such interest and seek a determination with respect to such interest by the City Board and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

(b) Hazardous Substances. Wells Fargo will cause the Developer to comply with all laws, orders and regulations of any governmental authority regarding Hazardous Materials which are applicable to its use of the Project. Hazardous Materials includes Hazardous Materials and Substances as defined by 42 USC section 9601, et seq including any amendments thereto (CERCLA), any Hazardous Chemical as defined in 24 CFR 1910.1450, any substance, waste or other material considered hazardous, dangerous, or toxic under any of the Environmental Requirements, etc.

(c) Nondiscrimination. Wells Fargo agrees that, as an independent covenant running with the land forever, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control in the Development Area or any portion thereof and said covenant may be enforced by the City or the United States of America or any of their respective agencies. Wells Fargo further agrees that a provision containing the covenants in this Section 10(c) shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Project and any of the facilities under its control in the Development Area.

(d) Fair Employment. Without limiting any of the foregoing Wells Fargo voluntarily agrees to adhere to the Equal Opportunity and Nondiscrimination Guidelines attached hereto and incorporated herein as Exhibit D. By execution of this Agreement, Wells Fargo certifies and agrees that it is under no contractual or other disability that would prevent it from complying with its policy set forth in Exhibit D.

(e) Employment of City Officials or Employees. In the acquisition, construction, development, rehabilitation and/or operation of the Project, Wells Fargo shall ensure that the Developer does not knowingly employ or contract with any person who is a member of the City Board, or is employed by the City in an administrative capacity, by which is meant those who have selection, hiring or supervisory or operational responsibility for the work to be performed pursuant to this Agreement.

(f) Personal Liability. No official or employee of the City or of Wells Fargo shall be personally liable to the other party or any successor in interest or assign of the other party, in the event to any default or breach by such party or successor or assign on any obligation under the terms of this Agreement.

(h) Notices and Demands. A notice, demand or other communication under this Agreement by either party to the other party shall be sufficiently given or delivered if dispatched by registered or certified mail, return receipt requested, or delivered personally:

- (i) in the case of the City, to:

City Hall
1200 Market Street
St. Louis, Missouri 63103
Attention: Mayor, Room 200
Attention: Comptroller, Room 311

with a copy to:

St. Louis Development Corporation
1520 Market Street, Suite 2000

St. Louis, Missouri 63103
Attention: Executive Director

(ii) in the case of Wells Fargo, to:

Wells Fargo Advisors, LLC
One North Jefferson Avenue
St. Louis, Missouri 63103
ATTN: Jeffrey Harrold

or to such other address or person as either party may designate in writing to the other party. Notice shall be deemed given on the date of personal delivery and on the date of receipt marked on the return card for registered or certified mail.

(i) Entire Agreement; Amendments. This Agreement, inclusive of the Ordinances incorporated herein, constitutes the entire agreement between the parties and there are no other agreements or representations other than those contained in this Agreement. This Agreement may not be amended, modified or waived orally, but only by a writing signed by the party against whom enforcement of such amendment, modification or waiver is sought.

(j) Term. Except as otherwise provided herein, this Agreement shall remain in full force and effect for the Term.

(k) 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. Without limiting the generality of the foregoing, upon written notice to the City, this Agreement or any part hereof or interest herein may be assigned by Wells Fargo at any time to any entity, corporation, individual, joint venture, or partnership before completion of the Project, however if the assignment is to any party which is not an affiliate of or related to the Developer, such assignment may be made only with the prior written consent of the City acting through its Board of Estimate and Apportionment. After completion of the Project and upon written notice to the City, this Agreement or any part hereof or interest herein may be assigned by Wells Fargo at any time to any entity, corporation, individual, joint venture, or partnership whether or not the assignee is an affiliate of or related to the Developer.

(l) Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

(m) Severability. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by final non-appealable order of a court of competent jurisdiction, such provision shall be judicially modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby; provided, however, that if, in Wells Fargo's sole judgment, the invalidity or unenforceability of such provision, or the terms of such provision as modified in accordance with this Section, materially diminish the likelihood that Wells Fargo will be reimbursed up to the reimbursement limit set forth in Section 4(c), Wells Fargo shall have the right to terminate this Agreement and be relieved of any further obligations hereunder.

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

(o) Payment of Fees. Simultaneously with the execution of this Agreement Wells Fargo shall reimburse the City, the St. Louis Development Corporation ("SLDC") and the Comptroller for all outside consultant and attorneys' fees incurred in connection with this Agreement and the documents and transactions contemplated hereby. Additionally, simultaneously with the semi-annual delivery of the certification referenced in Section 4(d), Wells Fargo shall pay to each of SLDC and the Comptroller, a fee equal to five-tenths of one percent (0.5%) of the payment it expects to receive pursuant to Section 4(e). If such payments are not made, the Comptroller may withhold the amount of the payments due from the payment to be made to Wells Fargo pursuant to Section 4(e) and apply such amounts to the payments due under this paragraph.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and Wells Fargo have caused this Agreement to be duly executed in their respective names and have caused their respective seals to be hereunto affixed and attested as of the date first above written.

CITY OF ST. LOUIS, MISSOURI

By: _____
Mayor

By: _____
Comptroller

[SEAL]

Attest:

Register

Approved as to Form:

City Counselor

WELLS FARGO ADVISORS, LLC

By: _____
Name: _____
Its: _____

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

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, that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority granted him by law; and said Mayor 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 at my office in the City and State aforesaid, the day and year first above written.

My term expires _____.

(Seal)

Notary Public

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

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, that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority granted her by law; and said Darlene Green 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 at my office in the City and State aforesaid, the day and year first above written.

My term expires _____.

(Seal)

Notary Public

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

On this ____ day of _____, 2012, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of Wells Fargo Advisors, LLC, and that said instrument was signed and sealed on behalf of said company by authority of its Board of Directors; and said office acknowledged said instrument to be the free act and deed of said company.

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

My term expires _____.

(Seal)

Notary Public

EXHIBIT A to Development Agreement

One North Jefferson Avenue Development Area

Floors 1 through 7 of Building F of the Redeveloper’s corporate campus (shown on the map below) located on the parcel listed below:

C.B. 0926 N JEFFERSON AVE
2.852 ACRES
MILL CREEK VALLEY SUBDN
TRACT N-20 & VAC PINE ST

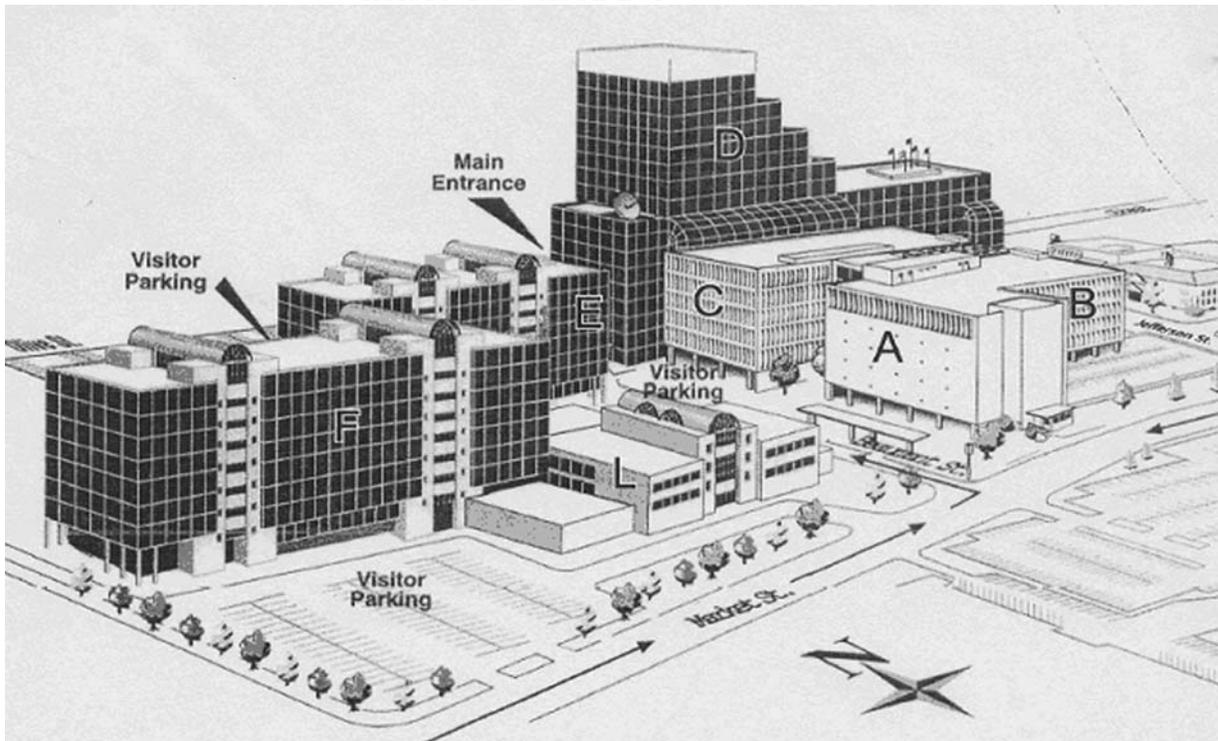


EXHIBIT B to Development Agreement

Certification of Project Costs

TO: City of St. Louis, Missouri ("City")
1200 Market Street
St. Louis, Missouri 63103
Attention: Mayor, Room 200

CC: City of St. Louis, Missouri
1200 Market Street
St. Louis, Missouri 63103
Attention: Comptroller, Room 311

St. Louis Development Corporation
1520 Market Street, Suite 2000
St. Louis, Missouri 63103
Attention: Executive Director

Re: Wells Fargo Advisors, LLC ("Wells Fargo")

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated _____, 2012 (the "Agreement") between the City and Wells Fargo. In connection with the Agreement, the undersigned hereby states and certifies that:

1. In connection with completing the Work, Wells Fargo, together with its parent and any and all subsidiaries and/or affiliates of Wells Fargo or its parent (collectively the "Developer"), incurred Project Costs in the aggregate amount of \$_____.
2. These Project Costs have been paid by the Developer. Attached is evidence that all such Project Costs have been incurred and paid by the Developer.
3. Pursuant to Section 3 of the Agreement, the total Project Costs are not less than \$20,000,000.

Dated this ____ day of _____, 201____.

WELLS FARGO ADVISORS, LLC

By: _____
Name: _____
Title: _____

EXHIBIT C to Development Agreement

OFFICE OF THE COMPTROLLER, City of St. Louis

Periodic Calculation Certificate (Confidential)*

Development Area:	One North Jefferson Avenue Development Area
Type of Project:	Commercial Office Building
Semi-Annual Period:	_____
FED ID Number:	_____
State ID Number:	_____

Name of Developer: Wells Fargo Advisors, LLC (including its parent and any and all subsidiaries and/or affiliates of Wells Fargo Advisors, LLC or its parent located within the One North Jefferson Avenue Development Area)

Address:** _____

Home Office: _____

Contact Person: _____

Phone: _____

The undersigned hereby certifies on behalf of Developer that:

A. Earnings tax paid to City during semi-annual period: _____
(Business Return Form 234 and W-11)

B. Earnings Tax withholding to City during _____
semi-annual period: (Form W-10)

C. Payroll tax paid to City during semi-annual period: _____
(Form P-10)

D. Sum of A + B + C: _____

E. D minus \$Base Earnings and Payroll _____
Tax Calculation

F. Semi-annual period 1/1-6/30 plus Semi-annual period 7/1-12/31 _____

G. Maximum Annual Reimbursement: The amount listed in F _____

H. The amount set forth in item G of this Certificate will not, when added to the amount of aggregate disbursements to Developer from the One North Jefferson Avenue Earnings and Payroll Tax Reimbursement Account, exceed the cost of development and operation of the Project.

Executed this ____ day of _____, _____.

WELLS FARGO ADVISORS, LLC

Name: _____

Title: _____

* This information will not be part of any public record.

** INFORMATION IS REQUIRED FOR THIS SPECIFIC LOCATION ONLY. DO NOT COMBINE WITH ANY OTHER LOCATION

EXHIBIT D to Development Agreement

Equal Opportunity and Non-Discrimination Guidelines

In any contract for work in connection with the Project related to any of the property in the Development Area, the Developer (which term shall include the Developer, any transferees, lessees, designees, successors and assigns thereof, any entity formed to implement the project of which the Developer(s) is affiliated, including without limitation any entity related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances or regulations governing equal opportunity and nondiscrimination (the "Laws"). Moreover, the Developer shall contractually require its contractors and subcontractors to comply with the Laws.

The Developer(s) and its contractor will not contract or subcontract with any party known to have been found in violation of any of the Laws.

The Developer(s) agrees for itself and its contractors, subcontractors, successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Developer(s), its contractors, subcontractors, 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 constructed or to be constructed in the Development 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 Developer(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.

Developer(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.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), made and entered into this ~~8th~~ day of November, 2012, by and among the LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS ("LCRA"), a public body corporate and politic, the ST. LOUIS AGENCY FOR TRAINING AND EMPLOYMENT ("SLATE"), an agency of the City of St. Louis, and WELLS FARGO ADVISORS, LLC ("Wells Fargo"), a Delaware limited liability company.

RECITALS

WHEREAS, Wells Fargo has proposed to undertake (a) the renovation, rehabilitation and improvement of approximately 180,000 square feet of office space located on its headquarters campus in the City of St. Louis (the "Project Improvements") and (b) the purchase of certain equipment and other personal property and installation thereof in the Project Improvements; and

WHEREAS, Wells Fargo is undertaking the Project Improvements to accommodate its plans to consolidate its workforce in other cities and re-locate positions to its St. Louis headquarters campus and increase the company's downtown workforce; and

WHEREAS, LCRA has authorized certain financial incentives to assist with the Project Improvements including the issuance of industrial revenue bonds (the "Bonds") to finance (a) the renovation, rehabilitation and improvement of the Project Improvements and (b) the purchase of certain equipment and other personal property and installation thereof in the Project Improvements; and

WHEREAS, SLATE provides a number of employment and training services to employers that could assist Wells Fargo in its efforts; and

WHEREAS, Wells Fargo, LCRA and SLATE desire to cooperate to include employment opportunities to qualified city residents in connection with its plans;

NOW, THEREFORE, the parties hereby state the following:

MOU TERMS

- 1.1 This MOU shall commence upon execution by the parties hereto and be effective for the term of the Redevelopment Contract between LCRA and Wells Fargo.
- 1.2 Wells Fargo will use SLATE as a source for the referral of applicants to fill new jobs that become available.
- 1.3 Wells Fargo will provide a list of newly opened jobs and will update the list from time to time as future job openings are known ("the jobs list").

1.4 SLATE and/or SLATE referred candidates will create job search agents through Wells Fargo's official career website, so that they will be notified of newly posted jobs with Wells Fargo.

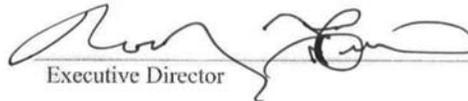
1.5 Whenever possible, prior to posting a position, Wells Fargo will consult with SLATE regarding its employment needs and time requirements and will provide notice to SLATE so that qualified candidates can be referred for Wells Fargo's consideration in filling jobs when they are posted. All SLATE referred candidates are required to apply according to Wells Fargo's hiring process.

1.6 Wells Fargo will give full consideration to applicants referred by SLATE for filling the new positions on the jobs list and will maintain the right to hire the applicant of its choice to fill the new positions. Wells Fargo will be responsible for outlining a recruitment strategy in partnership with SLATE.

1.7 SLATE and LCRA will create and maintain quarterly reports on the progress of jobs created, hiring and outreach activities of this project.

1.8 The undersigned parties have executed this Memorandum to evidence and confirm their intent with respect to the matters set out herein. Each of the parties agrees to abide by the terms herein. This Memorandum is intended as a statement of intent, and none of the provisions shall be construed or deemed to be a legally binding and enforceable agreement.

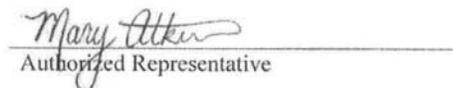
LAND CLEARANCE FOR
REDEVELOPMENT AUTHORITY


Executive Director

ST. LOUIS AGENCY FOR TRAINING AND
EMPLOYMENT


Executive Director

WELLS FARGO ADVISORS, LLC


Authorized Representative

Wells Fargo Advisors, LLC
1 North Jefferson Avenue
St. Louis, MO 63103

Tel 314-955-3000

Member FINRA/SIPC



At Wells Fargo, our people *are* our competitive advantage. We are committed to providing job seekers with an equal opportunity to apply for employment opportunities available in the United States.

Our Commitment to Equal Employment Opportunity and Affirmative Action Company Policy

To –

- Provide equal opportunity in all employment decisions (such as compensation, benefits, transfers, leaves, returns from leave, company-sponsored training, education, education reimbursement and social and recreational programs) for all qualified applicants and team members, without regard to race, color, gender, national origin, religion, age, sexual orientation, gender identity, genetic information, physical or mental disability, pregnancy, marital status, veteran status or any other status protected by federal, state or local law.
- Recruit, hire, train and promote people in all job titles, without regard to race, color, gender, national origin, religion, age, sexual orientation, gender identity, genetic information, physical or mental disability, pregnancy, marital status, veteran status or any other status protected by federal, state or local law.
- Promote effective use of all team members, minorities, women, and those with disabilities among them, through a positive, continuing affirmative action program at all levels throughout the company.
- Wells Fargo maintains policies to ensure our recruitment and hiring practices are fair, applied consistently across all lines of business, and aligned with federal and state laws and regulations requiring equal employment opportunity and nondiscrimination. Failure to comply with these policies puts us at risk, resulting in penalties, fines, and a tarnished reputation.
- Attached is Wells Fargo's Affirmative Action Program.

I. Our Posting Process

- All Wells Fargo job openings are required to be posted internally via the existing internal posting technology.
- Concurrently with internal posting, when advertising externally, the job must be posted to wellsfargo.com/careers and optionally to any other appropriate external job board.
- All jobs whether posted internally or externally are posted for a minimum five (5) calendar days or until 40 job seekers have applied for the position.

Together we'll go far



II. Our Sourcing Process

The sources by which we garner employees are internal and external in nature. The following are examples of each:

Internal Sourcing

There are several ways that internal job seekers can be sourced, including:

- Online Recruiting database
- Referrals and networking
- Rotational programs
- Team Member Networks (TMN)
- Community of Practice Groups (COP)

External Sourcing

There are many ways that external job seekers can be sourced, including:

- Internet
- Internet Search Engines
- Social Media and Networking Groups
- Wells Fargo job requisition postings
- Employee referrals and networking
- Newspapers
- Government agencies
- External search firms
- External contingent workers

Wells Fargo does not source talent through the use of zip codes.

III. Our Hiring Process

Getting started

Apply at wellsfargo.com/careers and search our jobs to find the right opportunity for you. Then create a profile to apply for a position. You will need to provide:

- Contact information
- Educational background
- Work experience
- **Video Résumés**—Wells Fargo will not accept video résumés (which are short videos created by job seekers for employment and uploaded to the Internet or by electronic media for prospective employers to review) from external or internal job seekers
- **Photographs**—Wells Fargo does not use or accept candid or professional photographs from external or internal job seekers

If you don't see the right opening but want to be considered for other future openings? Create a profile and add it to our searchable database.

After you apply

- You will receive an email confirmation.
- The recruiter or hiring manager will review your profile.
- We will contact you directly when your background matches our hiring needs.

Please note, due to volume, we are not able to individually follow up to confirm receipt of submitted information or provide other status updates. The email confirmation indicates that your application has successfully reached the hiring manager or recruiter.

Interviewing process

Our interviewing process varies among business groups, and often from position to position. Interviews may be:

- By telephone
- In a group
- One-on-one with the hiring manager or recruiter

Job Seekers with a Disability

If you are a job seeker with a disability and require accessibility assistance or an accommodation to apply for one of our jobs, please submit a request by telephone or via email. In order to appropriately assist you with an accommodation, we ask that you please specify the assistance needed in order to access our JOBS site and post for a position within Wells Fargo. The dedicated email and telephonic options are listed below and reserved only for individuals with disabilities needing accessibility assistance.

- To request an accommodation by telephone, contact us at: **877-255-1606 (Voice) or 800-988-0161(TTY)**
- To request an accommodation by email, contact us at: **AccessibilityForJobSeekers@wellsfargo.com***

*This email box is only for job seekers with disabilities requesting accessibility assistance or an accommodation. Please do not call on the status of your job application if you do not require accessibility assistance or an accommodation.

ORDINANCE #69352
Board Bill No. 226

An Ordinance directing the Director of Streets to temporarily close, barricade, or otherwise impede the flow of traffic on Primm Lane by blocking said traffic flow at the west curb lane of Stolle Street.

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

SECTION ONE. The Director of Streets is hereby authorized to temporarily close, barricade, or otherwise impede the flow of traffic on Primm Lane by blocking said traffic flow at the west curb lane of Stolle Street for a period of six months beginning the effective date of the passage of this ordinance.

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

Approved: December 20, 2012

ORDINANCE #69353
Board Bill No. 109
Floor Substitute

An Ordinance pertaining to and terminating The Firemen's Retirement System of St. Louis, repealing certain sections of Ordinance 69149 and of Ordinance 69245, codified in Section 4.19 of the Revised Code of the City of St. Louis, and enacting in lieu thereof new sections pertaining to the The Firemen's Retirement System of St. Louis and making certain changes and clarifications to The Firemen's Retirement Plan of St. Louis, as set forth in Ordinance No. 69245.

WHEREAS, on February 10, 2012 the City adopted Ordinance 69149, which froze future benefit accruals under The Firemen's Retirement System of St. Louis.

WHEREAS, on July 28, 2012 the City adopted Ordinance 69245, establishing The Firemen's Retirement Plan of St. Louis.

WHEREAS, pursuant to Section 4.19.160 of Ordinance 69245, the City reserved the right to amend The Firemen's Retirement Plan of St. Louis at any time.

WHEREAS, as a result of a Memorandum and Order of the Circuit Court of the City of St. Louis regarding the enforceability of such Ordinances, the City wishes to amend certain provisions of Ordinances 69149 and 69245 to modify the arrangement so that benefits accrued because of years of service to date will continue to be paid from The Firemen's Retirement System of St. Louis and benefits that accrue in the future attributable to years of service rendered in the future will be paid from the new Firemen's Retirement Plan of St. Louis.

WHEREAS, Sections One and Two of this ordinance contain modifications to Ordinance 69149; and Sections Three through Twenty-Eight of this ordinance contain modifications to Ordinance 69245.

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

Section One. Section One of Ordinance 69149 is hereby repealed.

Section Two. Section Two of Ordinance 69149 is hereby repealed and in lieu thereof a new Section Two is enacted to read as follows herein:

A. Pursuant to the power to amend or repeal the Firemen's Retirement System of the City of St. Louis ("FRS") under Section Fifty-five of Ordinance 49623, codified in Section 4.18.345 of the Revised Code of the City of St. Louis, and notwithstanding any provision or ordinance to the contrary, for (1) members with fewer than twenty years of service as of February 1, 2013, and (2) members with twenty or more years of service as of February 1, 2013, the benefit accrued under the FRS shall be frozen. A member whose benefit accrued under the FRS is frozen as of February 1, 2013 shall not accrue any additional benefits on account of years of service on or after February 1, 2013 or (inclusively) compensation paid on or after February 1, 2013. The benefit calculation for a member of the FRS shall not be less than the benefit the member would have received if the

member terminated employment on February 1, 2013.

In addition, a member whose benefit accrued under the FRS is frozen as of February 1, 2013 shall not make any employee contributions to the FRS with respect to payroll periods beginning on or after February 1, 2013, and the death benefit provisions of the FRS shall not apply to such a member who was actively employed on February 1, 2013 and who dies on or after February 1, 2013.

The disability benefit provisions of the FRS shall not apply to any member who permanently ceases performance of duties as a firefighter on account of disability on or after February 1, 2013.

For purposes of this Ordinance, the benefit accrued under the FRS means the basic monthly amount of the service retirement allowance, the death benefit, and any other benefit payable in accordance with Chapter 4.18 of the Revised Code of the City of St. Louis.

B. Service performed on or after February 1, 2013 by a member whose benefit accrued under the FRS was frozen as of February 1, 2013 shall continue to be taken into account solely for purposes of vesting and eligibility to begin receiving a retirement income benefit; so that a member of The Firemen's Retirement System of St. Louis who was unvested as of February 1, 2013 may become vested in the future based on years of service after February 1, 2013. For example, a member with fifteen years of service as of February 1, 2013 shall be eligible for the retirement income allowance upon completion of twenty years of service, but the amount of the retirement allowance shall be based on average final compensation as of February 1, 2013 and fifteen years of service, not twenty; so that the benefit accrued under this plan is earned only because of years of service up to February 1, 2013, although vesting is based on total years of service as a firefighter with the City of St. Louis.

C. A member of the FRS whose benefit accrued under the FRS was frozen as of February 1, 2013 who is participating in the DROP program on January 31, 2013 shall continue to participate in the DROP program under the FRS until the member is no longer participating in the DROP program in accordance with Section 4.18.131 of the Revised Code of the City of St. Louis. Such a member of the FRS who stops participation in the DROP program shall accrue benefits for compensation paid and service rendered after ending participation in the DROP program under the Firefighters' Retirement Plan, not the FRS, and shall not make any withdrawal from his or her DROP account until after termination of employment. Sick leave accumulated before February 1, 2013, if any, to the extent applicable under the FRS without regard to this Ordinance, shall be credited in accordance with Section 4.18.386 of the Revised Code of the City of St. Louis.

Section Three. Subsection B of Section 4.19.010 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection B of Section 4.19.010 is enacted to read as follows:

B. Structure of Plan. The provisions of subsections 4.19.050(A) through (G) govern pension benefits accrued by Participants hired on and after the Effective Date. The amount of the accrued benefit of Participants under the Firemen's Retirement System of St. Louis pursuant to Chapter 4.18 of the Revised Code (the "Prior Plan") was frozen as of February 1, 2013 by Ordinance 69149, as amended by this Ordinance. The amount of the benefit accrued under the Prior Plan for a Participant whose benefit accrued under the Prior Plan was frozen as of February 1, 2013 does not increase because of years of service after the Effective Date. The provisions of subsections 4.19.060(A) through (F), governing pension benefits of Grandfathered Participants, are independent of the provisions of subsections 4.19.050 (A) through (G) relating to Participants hired on and after the Effective Date. The benefit accrued under this plan is earned only because of years of service after the Effective Date (although vesting, eligibility for retirement and the rate of accrual for benefits attributable to years of service after the Effective Date is based on total years of service as a firefighter with the City of St. Louis).

Section Four. Subsection D of Section 4.19.010 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection D of Section 4.19.010 of Ordinance 69245 is enacted to read as follows:

D. Effective Date. This Ordinance is effective February 1, 2013.

Section Five. Subsection E of Section 4.19.010 of Ordinance 69245 (pertaining to merger of the FRS into the FRP) is hereby repealed in its entirety.

Section Six. Subsection K of Section 4.19.020 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection K of Section 4.19.020 of Ordinance 69245 is enacted to read as follows:

K. **Covered Employment.** All service performed for the fire department of the City for which an Employee is compensated while a Participant and while classified by the fire department as an Employee performing services as a firefighter (without regard to any retroactive reclassification).

Section Seven. Subsection Q of Section 4.19.020 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection Q of Section 4.19.020 of Ordinance 69245 is enacted to read as follows:

Q. **Grandfathered Participant.** A Participant who was employed on the day before the Effective Date and whose benefit accrued under the Prior Plan was frozen as of February 1, 2013.

Section Eight. Subsection U of Section 4.19.020 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection U of Section 4.19.020 of Ordinance 69245 is enacted to read as follows:

U. **Participant.** An Employee hired on or after the Effective Date and an Employee who was employed on the day before the Effective Date and whose benefit accrued under the Prior Plan was frozen as of February 1, 2013, either of whom shall have become entitled to participate in this Plan in accordance with Subsection A of Section 4.19.030 and who continues to have rights to benefits under this Plan, or whose beneficiaries may be eligible to receive benefits under this Plan.

Section Nine. Subsection A of Section 4.19.030 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection A of Section 4.19.030 of Ordinance 69245 is enacted to read as follows:

A. **Entry Date.** An Employee hired on and after the Effective Date shall be eligible to participate in the Plan on the first day such Employee is employed in Covered Employment. An Employee who was employed on the day before the Effective Date, and whose benefit accrued under the Prior Plan was frozen as of February 1, 2013, shall be eligible to participate in this Plan beginning February 1, 2013.

Section Ten. Subsection B of Section 4.19.030 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection B of Section 4.19.030 of Ordinance 69245 is enacted to read as follows:

B. **Employee Contributions.** The Board of Trustees shall certify to the chief of the fire department, and the chief of the fire department shall cause to be deducted from the compensation of each Participant each pay period, and remitted to the Trustee, eight percent of the compensation of each Participant with at least twenty full Years of Service as of the Effective Date, and nine percent of the compensation of each Participant with fewer than twenty full Years of Service as of the Effective Date. Such contributions shall be credited to the Accumulated Contributions account of the Participant. Contributions by each Participant with fewer than twenty full Years of Service as of the Effective Date shall be treated as employer before-tax ("pick-up") contributions under Section 414(h) of the Code. Contributions by Participants with at least twenty full Years of Service as of the Effective Date shall be treated as after-tax employee contributions.

The deductions provided for herein shall be made notwithstanding that the minimum compensation provided by law for any Participant shall be reduced thereby. Every Participant shall be deemed to consent to the deductions made and provided for herein, and payment of salary or compensation less the deduction shall be a full and complete discharge and acquittance of all claims and demands whatsoever for services rendered during the period covered by the payment except as to benefits provided by this Plan.

Section Eleven. Subsection B of Section 4.19.040 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection B of Section 4.19.040 of Ordinance 69245 is enacted to read as follows:

B. **Prior Plan Service.** Complete and partial years of service credited for a Grandfathered Participant pursuant to the terms of the Prior Plan for periods before the Effective Date shall count as Years of Service under this Plan (but benefits attributable to such Prior Plan service under this Plan shall be offset by the benefits payable under The Firemen's Retirement System of St. Louis, as provided in Subsection G of Section 4.19.060, so that the benefit accrued under this plan is earned only because of years of service after the Effective Date, although vesting, eligibility for retirement and the rate of accrual for benefits attributable to years of service after the Effective Date is based on total years of service).

Notwithstanding the above, service credited pursuant to the terms of the Prior Plan for periods before the Effective Date shall not count as Years of Service under this Plan to the extent a Participant did not receive a periodic

retirement income benefit from the Prior Plan based on such service (e.g., a Participant with fewer than twenty years of service received a refund of contributions withheld from compensation attributable to such service in lieu of a pension).

Section Twelve. Subsection A of Section 4.19.060 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection A of Section 4.19.060 of Ordinance 69245 is enacted to read as follows:

A. Grandfathered Benefits – General. The provisions of this Section apply only to Grandfathered Participants. The amount of retirement income benefits accrued under this Section is based on all service and compensation, including years of service rendered and compensation paid before the Effective Date, but is offset by benefits payable under The Firemen’s Retirement System of St. Louis, as provided in Subsection G of Section 4.19.060, so that the benefit accrued under this plan is earned only because of years of service after the Effective Date, although vesting, eligibility for retirement and the rate of accrual for benefits attributable to years of service after the Effective Date is based on total years of service.

Section Thirteen. Subsection B of Section 4.19.060 of Ordinance 69245 (pertaining to benefits in pay status under the FRS) is hereby repealed in its entirety.

Section Fourteen. Subsection C of Section 4.19.060 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection C of Section 4.19.060 of Ordinance 69245 is enacted to read as follows:

C. Grandfathered Normal Retirement Benefit. Subject to the conditions and limitations of the Plan, a Grandfathered Participant who incurs a Termination of Employment on or after his Normal Retirement Age of fifty-five years and after completing at least twenty Years of Service will be entitled to a monthly retirement income payable to the Participant for his lifetime commencing at his Normal Retirement Date in an amount equal to two percent of the Participant’s Average Final Compensation for each Year of Service up twenty-five years, and five percent of the Participant’s Average Final Compensation for each Year of Service over twenty-five years, up to a maximum of seventy-five percent of Average Final Compensation. The monthly amount of the retirement income of such a Participant shall not be increased actuarially to reflect an Annuity Starting Date deferred beyond the Normal Retirement Age of the Participant.

Solely for purposes of computing such Grandfathered Benefit, sick leave accumulated before September 26, 2010 shall be credited as Years of Service to no more than a total of thirty Years of Service for purposes of vesting and to allow such a Participant to receive a monthly retirement income benefit in excess of seventy-five percent of Average Final Compensation. Notwithstanding anything to the contrary herein, sick leave of a Participant who is participating in DROP shall be subject to the provisions of subsection 4.19.060E.

A Grandfathered Participant who receives such a retirement income benefit shall receive a refund of his contributions to the Prior Plan made before the Effective Date, without interest; provided that contributions to the Plan made on and after the Effective Date by a Participant who had fewer than twenty full Years of Service as of the Effective Date are not refundable. All refundable contributions are payable at the time of his pension commencement date.

Section Fifteen. Subsection D of Section 4.19.060 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection D of Section 4.19.060 of Ordinance 69245 is enacted to read as follows:

D. Early Retirement Benefit. A Grandfathered Participant who incurs a Termination of Employment after completing twenty Years of Service, but before attaining his Normal Retirement Age of fifty-five years, shall be entitled to a monthly retirement income payable to the Participant for his lifetime commencing on the first day of the month after he attains fifty-five years of age, calculated as for normal retirement in accordance with the preceding subsection, based on his Average Final Compensation and his Years of Service as of his Termination of Employment. In lieu of a deferred retirement income commencing at age fifty-five, such a Participant may elect to receive his retirement income beginning on his Termination of Employment; or on the first day of any month thereafter prior to age fifty-five, provided that the monthly amount otherwise payable at age fifty-five that is attributable to Years of Service after the Effective Date shall be actuarially reduced from age fifty-five to the pension commencement date in accordance with subsection 4.19.020(B) for a Participant with fewer than twenty full Years of Service as of the Effective Date.

Solely for purposes of computing such Grandfathered Benefit, sick leave accumulated before September 26, 2010 shall be credited as Years of Service to no more than a total of thirty Years of Service for

purposes of vesting and to allow such a Participant to receive a monthly retirement income benefit in excess of seventy-five percent of Average Final Compensation. Notwithstanding anything to the contrary herein, sick leave of a Participant who is participating in DROP shall be subject to the provisions of subsection 4.19.060E.

A Grandfathered Participant who receives such a retirement income benefit shall receive a refund of his contributions to the Prior Plan, without interest; provided that contributions to the Plan made on and after the Effective Date by a Participant with fewer than twenty Years of Service as of the Effective Date are not refundable. All refundable contributions are payable at the time of his pension commencement date.

For example, a Participant with ten Years of Service on the Effective Date, who retires ten years after the Effective Date, at age fifty with a total of twenty Years of Service, with annualized Average Final Compensation of \$80,000 for the last two years before retirement, would be entitled to a deferred pension benefit of \$32,000 (40% of \$80,000) per year beginning at age fifty-five, or an immediate pension beginning at age fifty of \$26,272. (The \$16,000 attributable to the ten Years of Service before the Effective Date is unreduced; the \$16,000 attributable to the ten Years of Service after the Effective Date is actuarially reduced from \$16,000 to \$10,272.) Such amount is subject to the offset for the Prior Plan benefit as provided in Section 4.19.060G.

A Grandfathered Participant who incurs a Termination of Employment before completing twenty Years of Service shall receive a refund of his Accumulated Contributions with Interest in lieu of any pension benefit.

Section Sixteen. Subsection G of Section 4.19.060 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection G of Section 4.19.060 of Ordinance 69245 is enacted to read as follows:

G. Prior Plan Benefit Offset – No Duplication Rule. Subsections 4.19.050(F) and (G) shall apply to all benefits, including grandfathered benefits. Notwithstanding anything in this Plan to the contrary, the retirement income benefit payable under this Plan shall be offset by the amount of retirement income payable under The Firemen’s Retirement System of St. Louis (and any other defined benefit plan maintained by the City of St. Louis that is qualified under Section 401 of the Code) to the extent that the benefit under such other plan or plans is based Years of Service used as the multiplier (times a percent of compensation) for purposes of determining the retirement income benefit under this Plan, so that the benefit accrued under this plan is earned only because of years of service after the Effective Date, although vesting, eligibility for retirement and the rate of accrual for benefits attributable to years of service after the Effective Date is based on total years of service. Sick Leave credited as a Prior Plan service under Subsection B of Section 4.19.040 shall not be counted again as Years of Service under this Plan. There shall be no duplication of any benefit under this Plan of a benefit payable from The Firemen’s Retirement System of St. Louis that is attributable to years of service for which a Participant is entitled to an accrued benefit under The Firemen’s Retirement System of St. Louis, no duplication of any death or disability benefit paid under The Firemen’s Retirement System of St. Louis, and no duplication of any benefit under this Plan attributable to accumulated sick pay, DROP, or any other factor credited under The Firemen’s Retirement System of St. Louis.

The benefit of a Participant who enters DROP on or after February 1, 2013 shall be determined under this Plan, based on all service, including Prior Plan service, but the monthly retirement income benefit of such a Participant upon retirement shall be offset by the amount of retirement income payable under The Firemen’s Retirement System of St. Louis, as provided above.

Such benefit offset shall be computed as if the Participant had received his retirement income under both this Plan and the offset plan in the form of a single life annuity commencing on the day benefits commence to be paid under this Plan.

Section Seventeen. Subsection A of Section 4.19.070 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection A of Section 4.19.070 of Ordinance 69245 is enacted to read as follows:

A. Disability Benefits – General. The disability income provisions of subsections (B) through (H) of this Section apply to Employees who permanently cease performance of duties as a firefighter on account of disability on or after the Effective Date. For purposes of such subsections, the term “Participant” shall mean any Employee performing services as a firefighter on or after February 1, 2013, while so classified by the fire department.

Section Eighteen. Subsection D of Section 4.19.070 of Ordinance 69245 is hereby repealed and in lieu thereof a new

Subsection D of Section 4.19.070 of Ordinance 69245 is enacted to read as follows:

D. Cost of Living Increases.

- (1) Following commencement of disability income payments to a Participant, benefits paid to such Participant pursuant to subsection (B) or subsection (C) of this Section shall be increased as of each October 1, with the first increase in the October following commencement of disability income payments and each October thereafter, by an amount equal to the lesser of three percent or the increase in the Consumer Price Index ("CPI") for the previous calendar year; up to a maximum aggregate increase of twenty-five percent. For purposes of this Section, CPI shall mean the CPI for all urban consumers for the United States, or its successor index, approved by the Board of Trustees, such as the index as defined and officially reported by the Department of Labor.
- (2) Notwithstanding the provisions of paragraph (2) of this subsection, in the case of a Participant who incurs a Termination of Employment because of a Total and Permanent Disability resulting from bodily injury incurred while the Participant was engaged in the actual performance of duty as a firefighter in response to an emergency call that renders the Participant totally and permanently unable to engage in any gainful employment in any occupation, following commencement of disability income payments to the Participant, benefits paid to such Participant pursuant to subsection (B) of this Section shall be increased as of each October 1, with the first increase in the October following commencement of disability income payments and each October thereafter, by three percent per year, compounded each year up to age sixty; and after age sixty by five percent per year for five years or until a total maximum increase of twenty-five percent is reached; provided that each such increase is subject to a determination by the Board of Trustees that the consumer price index (United States Average Index) as published by the United States Department of Labor shows an increase of not less than the approved rate during the latest twelve-month period for which the index is available at date of determination. If the increase is in excess of the approved rate for any year, the excess shall be accumulated as to any retired member and increases may be granted in subsequent years subject to the maximum allowed for each full year from October following his retirement but not to exceed a total increase of twenty-five percent. If the Board of Trustees determines that the index has decreased for any year, the benefits of any retired member that have been increased shall be decreased but not below his initial benefit. No annual increase shall be made of less than one percent and no decrease of less than three percent except that any decrease shall be limited by the initial benefit.

Notwithstanding anything to the contrary in the Plan, Grandfathered Participants may share in ad hoc COLAs, if any, to which they would be entitled in accordance with the terms and conditions of the Prior Plan.

Section Nineteen. Subsection A of Section 4.19.080 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection A of Section 4.19.080 of Ordinance 69245 is enacted to read as follows:

A. **Active Participants.** Upon the receipt of proper proof of the death of a Participant while an Employee, or the death of a Participant who incurred a Termination of Employment while in service and was receiving a retirement income benefit or a disability benefit at the time of his death, provided no other benefits are payable, there shall be paid a retirement allowance to the widow(er) of the Participant during her or his widowhood of twenty-five percent of the deceased Participant's Average Final Compensation, or two hundred dollars per month, whichever is greater, plus ten percent of such compensation to or for the benefit of each unmarried dependent child of the deceased Participant who is either under age eighteen or who is totally and permanently mentally or physically incapacitated regardless of age, but not in excess of three children, and paid as the Board of Trustees in its discretion directs. Any widow who is receiving retirement benefits upon application to the Board of Trustees shall be made, constituted, appointed and employed by the Board as a special consultant on the problems of retirement, aging, and other state matters, for the remainder of her life, and upon request of the Board, give opinions, and be available to give opinions in writing, or orally, in response to such request, as may be required, and for such services shall be compensated monthly, in an amount, which when added to any monthly retirement benefits being received, shall not exceed fifty percent of the deceased Participant's average final compensation or two hundred dollars (\$200.00) whichever is greater. This compensation shall be consolidated with any other retirement benefits payable to such widow and shall be paid in the manner and from the same fund as her other retirement benefits under this chapter, and shall be treated in all aspects under the laws of this state as retirement benefits paid pursuant to this chapter.

If no widow(er) benefits are payable pursuant to this Section, such total benefit as would have been paid had there been a widow(er) (twenty-five percent of compensation) shall be divided among the unmarried dependent children under age eighteen and such unmarried children, regardless of age, who are totally and permanently mentally or physically incapacitated, and paid to, or for the benefit of, each such child, as the Board of Trustees in its discretion directs, until the respective child attains the age of eighteen or is no longer incapacitated, whichever is applicable.

Any benefit payable to, or for the benefit of, a child or children under the age of eighteen years pursuant to this Section shall be paid beyond the age of eighteen years through the age of twenty-five years in such cases where the child is a Full-Time Student at a regularly accredited college, business school, nursing school, school for technical or vocational training or university, but such benefit shall cease whenever the child ceases to be a Full-Time Student. A college or university shall be deemed to be regularly accredited which maintains membership in good standing in a national or regional accrediting agency recognized by any state college or university.

Section Twenty. Paragraph (5) of Subsection B of Section 4.19.080 of Ordinance 69245 is hereby repealed and in lieu thereof a new Paragraph (5) of Subsection B of Section 4.19.080 of Ordinance 69245 is enacted to read as follows:

- (5) The widow(er) of a Participant with at least twenty full Years of Service as of the Effective Date who receives such a death benefit shall receive a refund of the contributions of the Participant to the Plan, without interest.

Section Twenty-One. Subsection C of Section 4.19.080 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection C of Section 4.19.080 of Ordinance 69245 is enacted to read as follows:

C. **Funeral Expenses.** In addition to any other death benefit to which a Participant may be entitled, whenever an active or retired Participant shall die, the Board of Trustees shall pay from the Trust a sum of two thousand dollars to the widow(er) or family of the Participant for funeral expenses.

Section Twenty-Two. Subsection D of Section 4.19.080 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection D of Section 4.19.080 of Ordinance 69245 is enacted to read as follows:

D. **Accumulated Contributions.** A beneficiary shall be repaid the total amount of the contributions to the Plan, without interest, made by a deceased Participant with at least twenty full Years of Service as of the Effective Date who died while employed in Covered Employment, upon receipt of proof of the death of the Participant.

Section Twenty-Three. Subsection B of Section 4.19.120 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection B of Section 4.19.120 of Ordinance 69245 is enacted to read as follows:

B. **Annual Actuarial Examination.** At least once each year, the Board of Trustees shall cause the liabilities of the Plan with respect to retirement benefits to be evaluated by an Actuary who shall report on the soundness and solvency of the Trust Fund in relation to such liabilities and on the amount of the contribution for the year which is appropriate to keep the Trust Fund actuarially sound with respect to the obligation to pay the benefits under the Plan. Except as described below, each such report shall be delivered to the City's Budget Director no later than March 1st of each year.

The Actuary shall use the entry age normal method, amortizing the unfunded accrued liability as a level percent of payroll over a thirty year period. If the Board of Trustees fails to provide the actuarial valuation on or before the deadline for a Plan Year, the amount of the contribution for such year shall be determined by an Actuary retained by the City.

Actuaries retained by the Board of Trustees shall be subject to the procurement rules contained in Ordinance 64102, or its successor.

At least every five years, the Board of Trustees shall engage the Actuary to review the mortality, service and compensation experience of the Participants and beneficiaries of the Plan and update mortality and other assumptions as appropriate.

Section Twenty-Four. Subsection C of Section 4.19.120 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection C of Section 4.19.120 of Ordinance 69245 is enacted to read as follows:

C. Rights of Participants. No person shall have any financial interest in, or right to, any benefits or assets in the Trust Fund, except as expressly provided for in this Plan. The payment of all benefits accrued under this Plan is hereby made an obligation of the City.

Section Twenty-Five. Subsection D of Section 4.19.130 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection D of Section 4.19.030 is enacted to read as follows:

D. Appointment of Board of Trustees. The Board of Trustees shall be constituted as follows:

- (1) The Budget Director of the City, ex officio;
- (2) The Comptroller or Deputy Comptroller of the City, ex officio;
- (3) Two members to be appointed by the Mayor of the City to serve for a term of two years;
- (4) Two members to be elected by actively employed Participants in the Plan for a term of three years who shall hold office while Participants in the Plan;
- (5) One member who shall be a retired firefighter to be elected by the retired firefighters who shall hold office for a term of three years.

No active or retired firefighter may serve as a Trustee under this Plan and the Prior Plan simultaneously.

If a vacancy occurs in the office of the Trustee the vacancy shall be filled for the unexpired term in the same manner as the office was previously filled.

The Trustees shall serve without compensation, but they shall be reimbursed from the expense fund for all necessary expenses which they may incur through service on the Board.

Each Trustee shall within ten days after his appointment or election take an oath of office before the Clerk of the Circuit Court of the City, that, so far as it devolves upon him, he will diligently and honestly administer the affairs of the Board and that he will not knowingly violate or willingly permit to be violated any of the provisions of the law applicable to the Plan. The oath shall be subscribed to by the member making it and certified by the Clerk of the Circuit Court.

Each Trustee shall be entitled to one vote on the Board. An affirmative vote by a majority of the members then serving shall be necessary for a decision by the Trustees at any meeting of the Board.

Section Twenty-Six. Subsection G of Section 4.19.140 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection G of Section 4.19.040 is enacted to read as follows:

G. Officers and Employees. The Plan's Board of Trustees shall elect a chairman from its membership by a majority vote. The Director of Personnel or his designee shall be Secretary of the Board of Trustees. The Director of Personnel shall appoint all employees of the Plan in accordance with City rules and procedures governing employment, per-performance employment and contracts. The Director of Personnel shall direct the work of said Plan employees in accordance with the rules and policies established by the Board of Trustees. The compensation of all persons so appointed shall be in accordance with the comprehensive compensation plan of the City. A relative of any member of the Board of Trustees may not be employed to perform any services for the Plan or its Board of Trustees, or receive any compensation from the Trust Fund. The Board of Trustees shall comply with all Charter and ordinance requirements governing contracts for professional services, including but not limited to the provisions of Ordinance 64102, with the chairman of the Board of Trustees appointing the committee members referenced in Section 2, subparts (1) and (2) of Ordinance 64102.

Section Twenty-Seven. Subsection B of Section 4.19.140 of Ordinance 69245 is hereby repealed and in lieu thereof a new Subsection B of Section 4.19.040 is enacted to read as follows:

B. Duties of Plan Administrator. The Board of Trustees shall have the discretionary authority and responsibility to interpret and manage the Plan and exercise all fiduciary responsibilities with respect to the Plan. The duties and powers of the Board of Trustees as Plan Administrator shall include, but not be limited to, the following:

- (1) To interpret the Plan provisions and to decide all questions concerning the Plan and the eligibility of any Employee to participate in the Plan and to receive benefits from the Plan;
- (2) To authorize the payment of benefits at such times and in such manner as they determine are consistent with the terms of the Plan;
- (3) To keep accurate and detailed records of the administration of the Plan, including the amount of Accumulated Contributions credited to the account of each Participant, which records shall be open to inspection by the City at all reasonable times;
- (4) To establish and enforce such rules, regulations and procedures as it shall deem necessary or proper for the efficient administration of the Plan;
- (5) To delegate to any agents such duties and powers, both ministerial and discretionary, as it deems appropriate, by an instrument in writing which specifies which such duties are so delegated and to whom each such duty is so delegated; and
- (6) To keep a record of all its proceedings, which shall be open to public inspection, and to publish annually a report showing the fiscal transactions of the Plan for the preceding fiscal year and the financial statement showing the assets of the Plan.

Notwithstanding any other provision of this ordinance, the Board of Trustees shall have no duty or authority with respect to the establishment, design, amendment or termination of the Plan, which is reserved to the City. Such functions are settlor functions, which are reserved to the City, not fiduciary functions, in accordance with trust law.

Section Twenty-Eight. Section 4.19.160 of Ordinance 69245 is hereby repealed and in lieu thereof a new Section 4.19.160 of Ordinance 69245 is enacted to read as follows:

4.19.160 Amendment.

The City reserves the right at any time, and from time to time, to modify or amend the Plan in whole or in part by duly adopting an Ordinance, provided that the obligation of the City to make contributions to the Plan, as provided in subsection 4.19.120(A), and the provisions relating to the enforcement of that obligation, may not be diminished.

No Employee shall have a contractual right to any benefits relating to, or based upon, service rendered or compensation paid after the effective date of an amendment that reduces future benefits.

If any provision of this Ordinance or Ordinance 69149 shall be held illegal or invalid, the remaining provisions of this Ordinance shall be construed as if such provision has never been included and such remaining provisions shall remain valid and operative. The provisions of this Ordinance shall supersede any other ordinance or part of an ordinance to the extent such other ordinance or part of an ordinance conflicts herewith.

Approved: December 28, 2012

**ORDINANCE #69354
Board Bill No. 159**

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of Three Thousand One Hundred Dollars (\$3,100.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto the STATE OF MISSOURI, certain City-owned property located in City Block 4879, which property is a parcel of land containing 314 sq. ft. more or less known and numbered as 4354R West Papin Street 63110.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of Three Thousand One Hundred Dollars (\$3100.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto, the STATE OF MISSOURI, certain City-owned property located in City Block 4879, which property is a parcel of land containing 314 sq. ft. more or less, and which is more fully described in said Exhibit B.

SECTION TWO. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments as may be necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

EXHIBIT A

QUIT CLAIM DEED

THIS DEED, made and entered into this ____ day of _____ 2012, by and between the City of St. Louis, a municipal corporation of the State of Missouri, whose address is 1520 Market Street, Room 3005, St Louis Missouri 63103 (Grantor), and the State of Missouri acting by and through the Missouri Highways and Transportation Commission whose address is 1590 Woodlake Dr., Chesterfield, Mo. 63017 (Grantee) .

WITNESSETH, that the said Grantor, for and in consideration of the sum of Three Thousand One Hundred Dollars (\$3100.00) to it paid by the said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Grantee, the following described Real Estate, situated in the City of Saint Louis and State of Missouri, to-wit:

See Exhibit B attached hereto and incorporated into this deed.

Subject to restrictions, covenants, and easements of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its heirs and assigns , so that neither the said Grantor, not its heirs ,or any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor and Grantee have executed these presents the day and year first above written.

THE CITY OF ST LOUIS
(Grantor)

THE STATE OF MISSOURI
Acting by and through
THE MISSOURI HIGHWAYS
AND TRANSPORTATION
COMMISSION
(Grantee)

By: _____
Francis G Slay
Mayor

BY: _____
Darlene Green
Comptroller

BY: _____
Ed Hassinger
District Engineer

Approved as to form:

Patricia A. Hageman
City Counselor

